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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**  
16

17 LUIS GARCIA DELGADO, on behalf of )  
18 himself and others similarly situated, )

19 Plaintiffs, )

20 vs. )

21 ADVANTAGE DRYWALL SYSTEMS )  
22 INC., a California corporation; and DOES 1 )  
23 through 50, inclusive, )

24 Defendants. )  
25 )  
26 )  
27 )  
28 )

**CASE NO.:** 19STCV25179

Assigned for All Purposes to:  
Hon. Carolyn B. Kuhl  
Department 12

**AMENDED JOINT STIPULATION OF  
CLASS ACTION SETTLEMENT AND  
RELEASE**

Complaint Filed: July 19, 2019

**JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

This Joint Stipulation of Class Action Settlement and Release (“Agreement” or “Stipulation of Settlement”) is made and entered into by and between Plaintiffs Luis Garcia Delgado and Michael Whitlock (“Plaintiffs” or “Class Representatives”), individually and on behalf of others similarly situated, on the one hand, and Defendant Advantage Drywall Systems, Inc. (“Defendant”), on the other hand (collectively with Plaintiffs, the “Parties”).

Subject to approval of the Court, this Stipulation of Settlement shall be binding on Plaintiffs, Class Counsel, the Class, Defendant, and its respective present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any related individual or entity which could be liable for any of the Released Claims (hereinafter “Released Parties”), and their respective counsel, subject to the terms and conditions hereof and the approval of the Court.

**RECITALS**

1. On July 19, 2019, Plaintiff Luis Garcia Delgado filed a class action complaint against Defendant in the Superior Court for the State of California, County of Los Angeles, entitled *Luis Garcia Delgado, individually, and on behalf of others similarly situated v. Advantage Drywall Systems, Inc., a California corporation; and DOES 1 through 50, inclusive*, Case No. 19STCV25179 (the “Action”). Delgado sought to represent all persons employed by Defendant within the State of California in hourly-paid or non-exempt positions at any time during the period from four years preceding the filing of the Complaint to final judgment. The Action alleged causes of action for: 1) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); 2) violation of California Labor Code §§ 226.7 and 512(a) (unpaid meal period premiums); 3) violation of California Labor Code § 226.7 (unpaid rest period premiums); 4) violation of California Labor Code § 226(a) (non-compliant wage statements); 5) violation of California Labor Code § 203 (failure to pay wages upon termination); and 6) violation of California Business & Professions Code § 17200, *et seq.*

2. On March 10, 2020, Michael Whitlock provided notice to the LWDA regarding the various violations under the California Labor Code sections providing facts and theories of liability.

1           3.       Defendant denies all material allegations set forth in the Action and in the LWDA  
2 Notice and has asserted numerous affirmative defenses in the Action. Notwithstanding, in the interest  
3 of avoiding further litigation, Defendant desires to fully and finally settle all actual or potential claims  
4 by the Class and Plaintiffs.

5           4.       Plaintiff’s counsel, The Law Offices of Hugo Gamez (“Class Counsel”) in the Action,  
6 diligently investigated the proposed Class’ claims against Defendant, including any and all applicable  
7 defenses and the applicable law. The investigation included, *inter alia*, the exchange of information  
8 pursuant to formal and informal discovery methods and review of numerous corporate policies and  
9 practices.

10          5.       On February 27, 2020, the Parties participated in mediation before Ann Kotlarski, Esq.  
11 (the “Mediator”), a respected mediator of wage and hour class actions. After a full day of  
12 negotiations, the parties reached an agreement and stipulated to the material terms of this Stipulation  
13 of Settlement now before this Court. The Mediator’s supervision of the mediation and negotiations  
14 was critical in managing the expectations of the Parties and providing a useful and neutral analysis of  
15 the issues and risks to both sides.

16          6.       The settlement discussions during and after mediation were conducted at arm’s-length  
17 and this Stipulation of Settlement is the result of an informed and detailed analysis of Defendant’s  
18 potential liability of total exposure in relation to the costs and risks associated with continued  
19 litigation.

20          7.       Based on the data produced pursuant to formal and informal discovery, as well as Class  
21 Counsel’s own independent investigation and evaluation, and the Mediator’s efforts, Class Counsel  
22 believe that the settlement with Defendant for the consideration and on the terms set forth in this  
23 Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class in  
24 light of all known facts and circumstances.

25          8.       The Parties stipulated to amend the Action to include causes of action for Private  
26 Attorney General Act (“PAGA”) violations and to add Plaintiff Michael Whitlock as an additional  
27 representative of the aggrieved employees under PAGA.

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1 costs and expenses as set forth above. Any portion of the Attorneys' Fees and Costs not awarded to  
2 Class Counsel will be a part of the Net Settlement Amount, for distribution in conformity with  
3 Paragraphs 27, 53, and 55.

4 12. "Class Administrator" means any third-party class action settlement administrator  
5 agreed to by the Parties and approved by the Court for purposes of administering this settlement. The  
6 Parties each represent that they do not have any financial interest in the Class Administrator or  
7 otherwise have a relationship with the Class Administrator that could create a conflict of interest.

8 13. "Class Administration Costs" means the costs payable from the Settlement Amount to  
9 the Class Administrator for administering this Settlement, including, but not limited to, printing,  
10 distributing, and tracking documents for this Settlement, translating documents into Spanish, mailing  
11 reminder post cards, calculating estimated amounts per Class Member, tax reporting, distributing the  
12 appropriate settlement amounts, and providing necessary reports and declarations, and other duties  
13 and responsibilities set forth herein to process this Settlement, and as requested by the Parties. The  
14 Class Administration Costs are not to exceed Ten Thousand Dollars (\$10,000.00). Any portion of the  
15 Class Administration Costs that are not awarded to the Class Administrator will be a part of the Net  
16 Settlement Amount, for distribution in conformity with this Agreement.

17 14. "Class Counsel" means The Law Offices of Hugo Gamez which will seek to be  
18 appointed counsel for the Class.

19 15. "Class List" means a complete list of all Class Members within the Class that  
20 Defendant will diligently and in good faith compile from its records or other records and provide only  
21 to the Class Administrator within fourteen (14) calendar days of the Court's Preliminary Approval of  
22 this Stipulation of Settlement. The Class List will be formatted in a readable Microsoft Office Excel  
23 spreadsheet and will include each Class Member's full name; most recent mailing address and  
24 telephone number; Social Security number; dates of employment; and any other relevant information  
25 needed to calculate settlement payments.

26 16. "Class Member(s)" or "Class" collectively refer to:  
27 All persons employed in California by Defendant as current or former  
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1 hourly-paid or non-exempt employees at any time during the period  
2 between July 20, 2015 through the date the Court grants preliminary  
3 approval of the Settlement.

4 17. "Class Period" means the period from July 20, 2015 through the date the Court grants  
5 preliminary approval of the Settlement.

6 18. "Class Representative(s)" means Luis Garcia Delgado and Michael Whitlock who will  
7 seek to be appointed as the representatives for the Class.

8 19. "Class Representative Enhancement Payment" means the amounts to be paid to  
9 Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members.  
10 The Parties agree that Plaintiff Luis Garcia Delgado will be paid up to Five Thousand Dollars  
11 (\$5,000.00), and Michael Whitlock will be paid up to Two Thousand Five Hundred Dollars (\$2,500),  
12 subject to Court approval, from the Settlement Amount for their services on behalf of the Class,  
13 including their assistance as Plaintiffs and Class Representatives, subject to the Court granting final  
14 approval of this Stipulation of Settlement and subject to the exhaustion of any and all appeals. Any  
15 portion of the Class Representative Enhancement Payment not awarded to Luis Garcia Delgado and/or  
16 Michael Whitlock will be a part of the Net Settlement Amount, for distribution in conformity with  
17 Paragraphs 27, 53, and 55.

18 20. "Court" means the Superior Court of the State of California for the County of Los  
19 Angeles or any other court taking jurisdiction of the Action.

20 21. "Defendant" means Advantage Drywall Systems, Inc.

21 22. "Defendant's Counsel" means Cummins & White, LLP

22 23. "Effective Date" means the date on which the settlement embodied in this Stipulation  
23 of Settlement shall become effective after all of the following events have occurred: (i) this  
24 Stipulation of Settlement has been executed by all parties and by counsel for the Class and Defendant;  
25 (ii) the Court has given preliminary approval to the Settlement; (iii) the notice has been given to the  
26 Class Members, providing them with an opportunity to object to the terms of the Stipulation of  
27 Settlement or to opt out of the Stipulation of Settlement; (iv) the Court has held a formal fairness  
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1 hearing and, having heard no objections to the Settlement, entered a final order and judgment  
2 certifying the Class, and approving this Stipulation of Settlement; and (v) only in the event that there  
3 are written objections filed prior to the formal fairness hearing which are not later withdrawn or  
4 denied, the later of the following events: five (5) business days after the period for filing any appeal,  
5 writ or other appellate proceeding opposing the Court's final Order approving the Stipulation of  
6 Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or, if  
7 any appeal, writ or other appellate proceeding opposing the Court's final Order approving the  
8 Stipulation of Settlement has been filed, five (5) business days after any appeal, writ or other appellate  
9 proceedings opposing the Stipulation of Settlement has been finally and conclusively dismissed with  
10 no right to pursue further remedies or relief.

11 24. "Individual Settlement Payment" means each Class Member's share of the Net  
12 Settlement Amount that will first be calculated pursuant to Paragraph 39 and distributed to Class  
13 Members, except for individuals who submit a timely and valid request for exclusion.

14 25. "PAGA Payment" means the amount of Ten Thousand Dollars (\$10,000.00) that the  
15 Parties have agreed to allocate for penalties pursuant to the Private Attorneys' General Act, California  
16 Labor Code § 2698, *et seq.* ("PAGA"). The Parties have agreed that the PAGA Payment will be paid  
17 out of the Settlement Amount. Pursuant to PAGA, the Labor and Workforce Development Agency  
18 ("LWDA") shall be paid 75% or Seven Thousand, Five Hundred Dollars (\$7,500.00) of the PAGA  
19 Payment ("LWDA Payment"), and 25% or Two Thousand, Five Hundred Dollars (\$2,500.00) of the  
20 PAGA Payment will be part of the Net Settlement Amount, for distribution in conformity with  
21 Paragraphs 27, 53, and 55.

22 26. "Settlement Amount" means the settlement amount of Three Hundred and Fifty  
23 Thousand Dollars (\$350,000.00) to be paid by Defendant in full satisfaction of all claims arising from  
24 the Action, which includes all Individual Settlement Payments to Settlement Class Members, the Class  
25 Representative Enhancement Payment, Class Administration Costs to the Class Administrator, the  
26 LWDA Payment, and Attorneys' Fees and Costs to Class Counsel. This Settlement Amount has been  
27 agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value of  
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1 individual settlement amounts. In no event will Defendant be liable for more than the Settlement  
2 Amount, except that employer-side payroll taxes shall be paid separate and apart from the Settlement  
3 Amount.

4 27. “Net Settlement Amount” means the portion of the Maximum Settlement Amount  
5 remaining after deduction of the approved Class Representative Enhancement Payment, Claims  
6 Administration Costs, LWDA Payment, and Attorneys’ Fees and Costs. The Net Settlement Amount  
7 will be distributed to Class Members in accordance with Paragraphs 53 and 55.

8 28. “Notice of Objection” or “Objection” means a Class Member’s valid and timely written  
9 objection to this Stipulation of Settlement. For the Notice of Objection to be valid, it must include: (a)  
10 the objector’s full name, signature, address, and telephone number, and the last four digits of the  
11 Social Security Number of the Class Member requesting exclusion (b) a written statement of all  
12 grounds for the objection accompanied by any legal support for such objection, (c) a clear reference to  
13 the title of this case and case number, and (d) copies of any papers, briefs, or other documents upon  
14 which the objection is based.

15 29. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form  
16 attached as **Exhibit A**.

17 30. “Parties” means Plaintiff and Defendant collectively.

18 31. “Plaintiffs” means Luis Garcia Delgado and Michael Whitlock.

19 32. “Preliminary Approval” means the Court order granting preliminary approval of this  
20 Stipulation of Settlement.

21 33. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury  
22 Regulations § 1.46B-1, 26 C.F.R. § 1.468B-1 *et seq.*, that is established by the Settlement  
23 Administrator for the benefit of Class Members, Plaintiffs and Class Counsel.

24 34. “Released Claims” means all claims under state or local law, whether statutory,  
25 common law or administrative law, that were alleged in the First Amended Complaint, as well as all  
26 claims that arise out of the facts, matters or occurrences referred to in the First Amended Complaint  
27 that could have been alleged as separate claims, causes of action, lawsuits or other theories of relief  
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1 against Defendant, including, without limitation, claims for: failure to pay for all hours worked,  
2 including minimum wage and overtime hours; failure to provide meal periods or compensation in lieu  
3 thereof; failure to provide rest breaks or compensation in lieu thereof; failure to provide compliant  
4 wage statements; waiting time penalties for failure to pay all wages due to terminated or quitting  
5 employees; alleged violation of Business and Professions Code § 17200; statutory and civil penalties,  
6 including PAGA penalties; equitable relief; injunctive relief; liquidated damages; penalties of any  
7 nature; interest; restitution; or any other relief; fees and costs; or any other claims that could have been  
8 pled arising from the same operative facts alleged in the action. This release shall not be applicable to  
9 claims arising after the Released Claims Period.

10 35. “Released Claims Period” means the period from July 20, 2015 through the date the  
11 Court grants preliminary approval of the Settlement.

12 36. “Released Parties” means Defendant and any of its former and present parents,  
13 subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and  
14 assigns, their past and present officers, directors, employees, partners, shareholders and agents,  
15 attorneys, insurers, and any other successors, assigns, or legal representatives, if any.

16 37. “Request for Exclusion” means a timely letter submitted by a Class Member indicating  
17 a request to be excluded from the settlement. The Request for Exclusion must: (a) be signed by the  
18 Class Member; (b) contain the name, address, signature, telephone number, and the last four digits of  
19 the Social Security Number of the Class Member requesting exclusion; (c) clearly state the name of  
20 this case, the case number, and that the Class Member does not wish to be included in the settlement;  
21 (d) be returned by mail to the Settlement Administrator at the specified address and/or facsimile  
22 number; and (e) be postmarked on or before the Response Deadline. The date of the postmark on the  
23 return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has  
24 been timely submitted. A Class Member who does not request exclusion from the settlement  
25 (“Settlement Class Member”) will be bound by all terms of the settlement, if the settlement is granted  
26 final approval by the Court.

27 38. “Response Deadline” means the deadline by which Class Members must postmark to  
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1 the Settlement Administrator Requests for Exclusion or objections to the settlement. The Response  
2 Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the  
3 Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the  
4 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The  
5 Response Deadline will be extended fifteen (15) calendar days for any Class Member who is re-  
6 mailed a Notice Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or  
7 Federal holiday, in which case the Response Deadline will be extended to the next day on which the  
8 U.S. Postal Service is open. The Response Deadline may also be extended by express agreement  
9 between Class Counsel and Defendant. Under no circumstances, however, will the Settlement  
10 Administrator have the authority to extend the deadline for Class Members to submit a Request for  
11 Exclusion, or objection to the settlement.

12 39. "Workweeks" means the number of weeks of employment for each Class Member as  
13 an employee during the Class Period. The Settlement Administrator will calculate the number of  
14 Workweeks by calculating the number of days each Class Member was employed during the Class  
15 Period, dividing by seven (7), and rounding up to the nearest whole number. Each Class Member shall  
16 be entitled to payment for at least one workweek.

17 40. "Workweek Value" means the value of each compensable Workweek, as determined by  
18 the formula set forth herein.

19 **CLASS CERTIFICATION**

20 41. Solely for purposes of settling the Action, and not for purposes of class certification  
21 should the matter not be settled or for any other reason, the Parties stipulate and agree that the  
22 requisites for establishing class certification with respect to the Class have been met and are met.  
23 More specifically, the Parties stipulate and agree that:

24 a. The Class is ascertainable and so numerous as to make it impracticable to join all  
25 Class Members;

26 b. There are common questions of law and fact including, but not limited to, the  
27 following:

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- 1           i.       Whether Defendant properly compensated its employees;
- 2           ii.       Whether Defendant failed to provide meal and rest breaks;
- 3           iii.       Whether Defendant failed to pay penalties for missed meal and/or rest
- 4                       breaks;
- 5           iv.       Whether Defendant failed to provide its employees compliant wage
- 6                       statements;
- 7           v.       Whether Defendant failed to timely pay its employees their final wages;
- 8           vi.       Whether Defendant engaged in unfair business practices affecting the
- 9                       Class;
- 10          vii.       Whether Defendant is subject to penalties pursuant to Labor Code § 2699
- 11                       *et seq.*; and
- 12          viii.       Whether the Class Representatives and the Class they purport to represent
- 13                       are entitled to injunctive and/or declaratory relief.

14           42.       Should this Settlement not be approved or be terminated, these stipulations shall be null

15 and void and shall not be admissible for any purpose whatsoever.

16           43.       The Class representatives' claims are typical of the claims of the members of the Class.

17 Should this Settlement not be approved or be terminated, this stipulation shall be null and void and

18 shall not be admissible for any purpose whatsoever.

19           44.       The Class representatives and Class Counsel will fairly and adequately protect the

20 interests of the Class. Should this Settlement not be approved or be terminated, this stipulation shall be

21 null and void and shall not be admissible for any purpose whatsoever.

22           45.       The prosecution of separate actions by individual members of the Class would create

23 the risk of inconsistent or varying adjudications, which would establish incompatible standards of

24 conduct. Should this Settlement not be approved or be terminated, this stipulation shall be null and

25 void and shall not be admissible for any purpose whatsoever.

26           46.       With respect to the Class, the Class representatives believe that questions of law and

27 fact common to the members of the Class predominate over any questions affecting any individual

1 member in such Class, and a class action is superior to other available means for the fair and efficient  
2 adjudication of the controversy. Should this Settlement not be approved or be terminated, this  
3 stipulation shall be null and void and shall not be admissible for any purpose whatsoever.

4 **TERMS OF AGREEMENT**

5 NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set  
6 forth herein, the Parties agree, subject to the Court’s approval, as follows:

7 47. Funding of the Settlement Amount. Within three (3) business days after the Effective  
8 Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be  
9 paid by Defendant pursuant to the terms of the Settlement. Defendant will deposit the amount for  
10 payment of all Court-approved amounts and any employer’s share of taxes into a Qualified Settlement  
11 Fund account to be established by the Claims Administrator. The deposit will be made within thirty  
12 calendar (30) days after the Effective Date.

13 48. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application  
14 or motion by Class Counsel for Attorneys’ Fees and Costs of not more than Thirty Three and One  
15 Third Percent (33.33%) of the Settlement Amount or up to One Hundred Sixteen Thousand, Six  
16 Hundred and Fifty Five Dollars and Sixty Six cents (\$116,666.66), plus the reimbursement of costs  
17 and expenses associated with Class Counsel’s litigation and settlement of the Action, not to exceed  
18 Ten Thousand Dollars (\$10,000.00), both of which will be paid from the Settlement Amount.

19 49. Class Representative Enhancement Payment. In recognition of Plaintiffs’ effort and  
20 work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or  
21 impede any application or motion for a Class Representative Enhancement Payment of up to Five  
22 Thousand Dollars (\$5,000.00) to Luis Garcia Delgado, and up to Two Thousand Five Hundred Dollars  
23 to Michael Whitlock (\$2,500). The Class Representative Enhancement Payment will be paid from the  
24 Settlement Amount. The Settlement Administrator will issue an IRS Form 1099 for the Enhancement  
25 Payment to Plaintiffs; and they shall be solely and legally responsible for correctly characterizing this  
26 compensation for tax purposes and for paying any taxes on the amounts received. Plaintiffs agree to  
27 indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest  
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1 arising as a result of the Class Representative Enhancement Payment.

2 50. General Release by Class Representatives. As a condition of the class action settlement,  
3 Plaintiffs agree to execute a General Release of all claims, including a waiver of California Civil Code  
4 § 1542, against Released Parties.

5 51. Class Administration Costs. The Class Administrator will be paid for the reasonable  
6 costs of administration of the Settlement and distribution of payments from the Maximum Settlement  
7 Amount, which is not to exceed Ten Thousand Dollars (\$10,000.00). These costs, which will be paid  
8 from the Maximum Settlement Amount, will include, *inter alia*, the required tax reporting on the  
9 Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing the Notice  
10 Packet, mailing reminder post cards, calculating shares and payment, distributing the Maximum  
11 Settlement Amount in accordance with the Settlement and the Court's order, and providing necessary  
12 reports and declarations. Any portion of the Claims Administration Costs that are not awarded to the  
13 Settlement Administrator will be part of the Net Settlement Amount.

14 52. PAGA Payment. Subject to Court approval, the Parties agree that the amount of Ten  
15 Thousand Dollars (\$10,000.00) from the Settlement Amount will be designated for satisfaction of  
16 Plaintiffs' and Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or  
17 \$7,500.00, of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or \$2,500.00, will  
18 be part of the Net Settlement Amount.

19 53. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual  
20 Settlement Payments to Settlement Class Members in accordance with the terms of this Agreement.

21 54. Not to Exceed Class Administrator Quote. Class Counsel will obtain a "not to exceed"  
22 quote from the Class Administrator. The Class Administrator's "not to exceed" quote will represent  
23 the Class Administrator's agreement that, based upon the class size and distributions under the terms  
24 of this Settlement, the costs for administration of the terms of this Settlement will not exceed a  
25 specified monetary amount. All of the Class Administration Costs shall be paid from the Maximum  
26 Settlement Amount upon completion of all duties required to be performed by the Class Administrator  
27 under the terms of this Settlement, or as otherwise required by the Court, subject to the "not to  
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1 exceed” quote from the Class Administrator. In the event the Court approves less than the “not to  
2 exceed” amount for Class Administration Costs or the actual costs are less than the “not to exceed”  
3 amount, the difference shall be added to the Net Settlement Amount, for distribution to the  
4 Participating Class Members.

5 55. Individual Settlement Payment Calculations. Individual Settlement Payments will be  
6 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a  
7 Class Member worked during the Class Period. Specific calculations of Individual Settlement  
8 Payments will be made as follows:

9 55(a) The Class Administrator will calculate the total number of Workweeks worked  
10 by each individual Class Member (“Individual Workweeks”) to determine the  
11 total number of Workweeks worked by all Class Members (“Class Workweeks”)  
12 during the Class Period. The Class Administrator shall be provided with such  
13 information, by Defendant, as is necessary to calculate the Individual  
14 Workweeks and Class Workweeks.

15 55(b) To determine each Class Member’s estimated Individual Settlement Payment,  
16 the Class Administrator will use the following formula: Estimated Individual  
17 Settlement Payment = (Net Settlement Amount ÷ Class Workweeks) x  
18 Individual Workweeks for each individual Class Member. Class Workweeks is  
19 defined in Paragraph 39 and is based on the entire putative class workweeks, not  
20 only Class Members workweeks.

21 55(c) The Individual Settlement Payment will be reduced by any required deductions  
22 for each Class Member as set forth herein, including employee-side tax and  
23 withholdings with respect to the wage portion of each Individual Settlement  
24 Payment.

25 56. Individual Settlement Payments Do Not Trigger Additional Benefits. All individual  
26 settlement payments to Class Members shall be deemed to be paid to such Class Members solely in  
27 the year in which such payments actually are received by the Class Members. It is expressly  
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1 understood and agreed that the receipt of such individual settlement payments will not entitle any  
2 Class Member to additional compensation or benefits under any company bonus, contest or other  
3 compensation or benefit plan or agreement in place during the period covered by the Settlement, nor  
4 will it entitle any Class Member to any increased retirement, 401K benefits or matching benefits, or  
5 deferred compensation benefits. It is the intent of this Settlement that the individual settlement  
6 payments provided for in this Settlement are the sole payments to be made by Defendant to the Class  
7 Members, and that the Class Members are not entitled to any new or additional compensation or  
8 benefits as a result of having received the individual settlement payments (notwithstanding any  
9 contrary language or agreement in any benefit or compensation plan document that might have been in  
10 effect during the period covered by this Settlement).

11 57. Class Administration Process. The Parties agree to cooperate in the administration of  
12 the settlement and to make all reasonable efforts to control and minimize the costs and expenses  
13 incurred in administration of the Settlement.

14 58. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary  
15 Approval, Defendant will provide the Class List(s) to the Class Administrator.

16 59. Notice by First-Class U.S. Mail. Within fifteen (15) calendar days of receipt of the  
17 Class List(s), the Class Administrator will perform a search based on the National Change of Address  
18 Database (“NCOA”), or any other similar services available, and mail a Notice Packet to all Class  
19 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses  
20 available.

21 60. Confirmation of Contact Information in the Class List. Prior to mailing, the Class  
22 Administrator will perform a NCOA check, such as provided by Experian or any other similar services  
23 available, for information to update and correct for any known or identifiable address changes. Any  
24 Notice Packets returned to the Class Administrator as non-deliverable on or before the Response  
25 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed  
26 thereto and the Class Administrator will indicate the date of such re-mailing on the Notice Packet. If  
27 no forwarding address is provided, the Class Administrator will promptly attempt to determine the  
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1 correct address using a skip-trace and will then perform a single re-mailing within five (5) days after  
2 return of the Notice Packet. Those Class Members who receive a re-mailed Notice Packet, whether by  
3 skip-trace or by request, will have between the later of (a) an additional fifteen (15) days or (b) the  
4 Response Deadline to postmark a Request for Exclusion, or file and serve an objection to the  
5 Settlement.

6 61. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice  
7 Packet will be translated into Spanish and provide: (a) information regarding the nature of the Action;  
8 (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of  
9 Workweeks each respective Class Member worked for Defendant during the Class Period; (e) each  
10 Class Member's estimated Individual Settlement Payment and the formula for calculating Individual  
11 Settlement Payments; (f) the dates which comprise the Class Period; (g) instructions on how to submit  
12 disputes regarding Workweeks, Requests for Exclusion, or Objections; (h) the requirements relating  
13 to, and deadlines by which the Class Member must submit disputes regarding Workweeks, Requests  
14 for Exclusions, and Objections to the Settlement; (i) the claims to be released, as set forth herein; and  
15 (j) the date for the Final Approval Hearing.

16 62. Disputed Information on Notice Packets. Class Members may dispute the information  
17 provided in their Notice Packets, but must do so in writing, via first class mail, and it must be  
18 postmarked by the Response Deadline. To the extent Class Members dispute the number of  
19 Workweeks to which they have been credited or the amount of their Individual Settlement Payment,  
20 Class Members must produce evidence to the Class Administrator showing that such information is  
21 inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed  
22 determinative. However, if a Class Member produces evidence to the contrary, the Parties will  
23 evaluate the evidence submitted by the Class Member and will make the final decision as to the  
24 number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to  
25 which the Class Member may be entitled.

26 63. Defective Submissions. If a Class Member's Request for Exclusion is defective as to  
27 the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s).

28

1 The Class Administrator will mail the Class Member a cure letter within three (3) business days of  
2 receiving the defective submission to advise the Class Member that his or her submission is defective  
3 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will  
4 have ten (10) calendar days from the date of the cure letter to postmark a revised Request for  
5 Exclusion. If a Class Member responds to a Cure Letter by filing a defective request for exclusion,  
6 then the Class Administrator will have no further obligation to give notice of a need to cure. If the  
7 revised Request for Exclusion is not postmarked or received within that period, it will be deemed  
8 untimely.

9 64. Request for Exclusion Procedures. Any Class Member wishing to opt-out from this  
10 Stipulation of Settlement must sign and postmark a written Request for Exclusion to the Class  
11 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope  
12 will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.  
13 All Requests for Exclusion will be submitted to the Class Administrator, who will certify jointly to  
14 Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted.

15 65. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member  
16 who does not affirmatively opt-out of this Stipulation of Settlement by submitting a timely and valid  
17 Request for Exclusion ("Settlement Class Member") will be bound by all of its terms, including those  
18 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it  
19 grants final approval to the Settlement.

20 66. Objection Procedures. Any Class Member wishing to object to this Stipulation of  
21 Settlement must sign and postmark a valid Notice of Objection to the Class Administrator within the  
22 Response Deadline. The Notice of Objection must be signed by the Class Member and contain all  
23 information required by this Stipulation of Settlement. The date of the postmark on the return  
24 mailing envelope will be the exclusive means to determine whether an Objection has been timely  
25 submitted. Class Members who fail to object in the specific and technical manner specified above  
26 will be deemed to have waived all objections to the Settlement and will be foreclosed from making  
27 any objections and seeking any adjudication or review, whether by appeal or otherwise, to this  
28

1 Stipulation of Settlement. At no time will any of the Parties or their counsel seek to solicit or  
2 otherwise encourage Class Members to submit written objections to this Stipulation of Settlement or  
3 appeal from the Order and Judgment. Class Counsel will not represent any Class Members with  
4 respect to any such objections to this Settlement. All objections will be submitted to the Class  
5 Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the objections that  
6 were timely submitted.

7 67. Reminders. Not earlier than twenty (20) days or later than thirty (30) days after the  
8 initial mailing, the Class Administrator will send a Reminder Postcard to all Class Members which  
9 will include the workweeks, Exclusion and objection deadlines, and the contact information for Class  
10 Counsel and the Class Administrator.

11 68. Certification Reports Regarding Individual Settlement Payment Calculations. The Class  
12 Administrator will provide Defendant's counsel and Class Counsel a weekly report which certifies: (a)  
13 the number of Class Members who have submitted valid Objections; (b) the number of Class Members  
14 who have submitted valid Requests for Exclusion; and (c) whether any Class Member has submitted a  
15 challenge to the number of Workweeks or any other information contained in their Notice Packet.  
16 Additionally, the Class Administrator will provide to counsel for both Parties any updated reports  
17 regarding the administration of this Stipulation of Settlement as needed or requested.

18 69. Payment Schedule for All Court-Approved and Individual Settlement Payment  
19 Amounts. Within seven (7) business days of the deposit, the Class Administrator will calculate and  
20 pay all payments due under the Agreement, including (a) Individual Settlement Payments; (b) the  
21 LWDA Payment; (c) the Attorneys' Fees and Costs; (d) the Class Representative Enhancement  
22 Payment; and (e) all Class Administration Costs, except that the entire amount payable for Class  
23 Administration Costs may be paid to the Class Administrator.

24 70. Payroll Taxes. Any and all applicable employer-side payroll taxes shall be paid separate  
25 and apart from the Settlement Amount.

26 71. Uncashed Settlement Checks. Any checks issued by the Class Administrator to Class  
27 Members will be negotiable for at least 120 calendar days. Those funds represented by settlement  
28

1 checks returned as undeliverable and those settlement checks remaining un-cashed for more than 120  
2 calendar days after issuance will be sent to the *cy pres* recipient Legal Aid at Work.

3 72. Certification of Completion. Upon completion of administration of the Settlement, the  
4 Class Administrator will provide a written declaration under oath to certify such completion to the  
5 Court and counsel for all Parties.

6 73. Administration Costs if Settlement Fails or is Delayed. If the Settlement is voided or  
7 rescinded, for any reason other than set forth in Paragraph 87, any costs incurred by the Class  
8 Administrator will be paid equally by the Parties (half by Defendant and half by Class Counsel),  
9 unless otherwise specified in this Agreement.

10 74. Treatment of Individual Settlement Payments. For purposes of this Stipulation of  
11 Settlement, all Individual Settlement Payments will be allocated as follows: 10% of each Individual  
12 Settlement Payment will be allocated as wages, 90% will be allocated as interest, and penalties. The  
13 portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest  
14 and penalties will be reported on an IRS Form-1099 by the Class Administrator.

15 75. Administration of Taxes by the Class Administrator. The Class Administrator will be  
16 responsible for issuing to Plaintiffs, Class Members, and Class Counsel any W-2, 1099, or other tax  
17 forms as may be required by law for all amounts paid pursuant to this Agreement. The Class  
18 Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate  
19 government authorities.

20 76. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect  
21 of the payments called for hereunder; and Plaintiffs and Class Members are not relying on any  
22 statement, representation, or calculation by Defendant or by the Class Administrator in this regard.  
23 Plaintiffs and Class Members understand and agree that except for Defendant's payment of the  
24 employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes  
25 and penalties assessed on the payments described herein and will defend, indemnify, and hold  
26 Defendant free and harmless from and against any claims resulting from treatment of such payments  
27 as non-taxable damages.

1           77.    Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES  
2 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS  
3 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, ANY “OTHER PARTY”)  
4 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO  
5 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR  
6 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL  
7 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE  
8 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY  
9 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
10 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,  
11 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN  
12 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT  
13 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR  
14 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
15 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER  
16 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
17 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY  
18 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY  
19 SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER  
20 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
21 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
22 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
23 AGREEMENT.

24           78.    No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
25 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
26 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
27 of action or right herein released and discharged.

28

1           79.    Release of Claims by Class Members. Upon the Effective Date as defined in paragraph  
2 23 and payment of the Settlement Amount by Defendant, Plaintiffs and all Class Members who have  
3 not submitted valid and timely Requests for Exclusion, will be deemed to have fully, finally and  
4 forever released, settled, compromised, relinquished, and discharged with respect to all of the  
5 Released Parties any and all Released Claims for any period during the Released Claims Period.

6           80.    Waiver of California Civil Code § 1542. Furthermore, pursuant to the terms of the  
7 Settlement, and with respect to all Claims they may have against Released Parties, known or  
8 unknown, Luis Garcia Delgado and Michael Whitlock expressly waive any rights or benefits available  
9 to them under the provisions of § 1542 of the California Civil Code, which provides as follows:

10           “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
11 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST  
12 IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND  
13 THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED  
14 HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

15           81.    Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this  
16 Stipulation of Settlement to the Court in support of Plaintiffs’ Motion for Preliminary Approval and  
17 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution  
18 of this Stipulation of Settlement, the Parties shall apply to the Court for the entry of an order  
19 scheduling a fairness hearing on the question of whether the proposed settlement, including payment  
20 of attorneys’ fees and costs, and Plaintiffs’ Class Representative Enhancement Payment, should be  
21 finally approved as a fair, reasonable and adequate settlement. As part of Plaintiff’s Motion for  
22 Preliminary Approval, Plaintiff shall also apply to the Court for the entry of an order as follows:

- 23           a.    Certifying the Class for the purpose of settlement;
- 24           b.    Approving, as to form and content, the proposed Notice of Class Action  
25                Settlement;
- 26           c.    Approving the manner and method for Class Members to request exclusion from  
27                the Settlement as contained herein and within the Notice of Class Action  
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1 Settlement;

- 2 d. Directing the mailing of the Notice of Class Action Settlement, and Reminder  
3 Postcards to the Class Members, in accordance with the Settlement Agreement;
- 4 e. Preliminarily approving the Settlement subject only to the objections of Class  
5 Members and final review by the Court; and

6 82. Duties of the Parties Following Final Court Approval. Following final approval by the  
7 Court of the Settlement provided for in this Stipulation of Settlement, Class Counsel will submit a  
8 proposed final order of approval and judgment as follows:

- 9 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and  
10 adequate, and directing consummation of its terms and provisions;
- 11 b. Approving Class Counsel’s application for an award of attorneys’ fees and costs;
- 12 c. Approving the Class Representative Enhancement Payment to Luis Garcia  
13 Delgado and Michael Whitlock;
- 14 d. Setting a date when the parties shall report to the Court the total amount that was  
15 actually paid to the Class Members; and
- 16 e. Entering judgment in this Action consistent with this Agreement.

17 83. Defendant’s Option to Terminate the Settlement. If five percent (5%) or more of the  
18 Class Members opt out of the Settlement, Defendant may, at its election, rescind the Settlement and all  
19 actions taken in furtherance of it will thereby be null and void Defendant must exercise this right of  
20 rescission, in writing, to Class Counsel within fourteen (14) business days after the Class  
21 Administrator notifies the Parties of the total number of opt-outs received by the Response Deadline.  
22 If the option to rescind is exercised, then Defendant shall be solely responsible for all costs of the  
23 Class Administrator accrued to that point. Defendant’s Notice of Rescission shall serve as instruction  
24 to the Class Administrator to return all funds deposited, including any accrued interest, less the  
25 administration costs incurred as of the date of rescission.

26 84. Nullification of Stipulation of Settlement. In the event that: (a) the Court does not  
27 finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any  
28



1 other reason, then this Stipulation of Settlement, and any documents generated to bring it into effect,  
2 will be null and void. Any order or judgment entered by the Court in furtherance of this Stipulation of  
3 Settlement will likewise be treated as void from the beginning.

4 85. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to  
5 request the Preliminary Approval of this Stipulation of Settlement, and the entry of a Preliminary  
6 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)  
7 Preliminary Approval of the proposed Stipulation of Settlement, and (c) setting a date for a Final  
8 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice  
9 Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary  
10 Approval hearing, Plaintiffs will submit this Stipulation of Settlement, which sets forth the terms of  
11 this Settlement, and will include the proposed Notice Packet; *i.e.*, the proposed Notice of Class Action  
12 Settlement document, attached as Exhibit A. Class Counsel will be responsible for drafting all  
13 documents necessary to obtain preliminary approval. Defendant agrees not to oppose the Motion for  
14 Preliminary Approval.

15 86. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the  
16 deadlines to postmark Requests for Exclusion, or objections to this Stipulation of Settlement, and with  
17 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine  
18 the Final Approval of this Stipulation of Settlement along with the amounts properly payable for (a)  
19 Individual Settlement Payments; (b) the LWDA Payment; (c) the Attorneys' Fees and Costs; (d) the  
20 Class Representative Enhancement Payment; and (e) all Class Administration Costs. The Final  
21 Approval/Settlement Fairness Hearing will not be held earlier than thirty (30) days after the Response  
22 Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain final  
23 approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application  
24 to be heard at the final approval hearing.

25 87. Either Party's Option to Terminate the Settlement. Subject to the obligation(s) of  
26 mutual full cooperation, either Party may terminate this Settlement if the Court declines to enter the  
27 Preliminary Approval Order, the Final Approval Order or final judgment in substantially the form  
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1 submitted by the Parties, or this Stipulation of Settlement as agreed does not become final because of  
2 appellate court action. The terminating Party shall give to the other Party (through its counsel) written  
3 notice of its decision to terminate no later than ten (10) business days after receiving notice that one of  
4 the enumerated events has occurred. Termination shall have the following effects:

- 5 a. The Stipulation of Settlement shall be terminated and shall have no force or  
6 effect, and no Party shall be bound by any of its terms;
- 7 b. In the event the Settlement is terminated, Defendant shall have no obligation to  
8 make any payments to any party, class member or attorney, except that the  
9 Terminating Party shall pay the Class Administrator for services rendered up to  
10 the date the Class Administrator is notified that the settlement has been  
11 terminated;
- 12 c. The Preliminary Approval Order, Final Approval Order and Judgment, including  
13 any order of class certification, shall be vacated;
- 14 d. The Stipulation of Settlement and all negotiations, privileged statements and  
15 proceedings relating thereto shall be without prejudice to the rights of any of the  
16 Parties, all of whom shall be restored to their respective positions in the Action  
17 prior to this Stipulation of Settlement; and
- 18 e. Neither this Stipulation of Settlement, nor any ancillary documents, actions,  
19 statements or filings in furtherance of this Stipulation of Settlement (including all  
20 matters associated with the mediation) shall be admissible or offered into  
21 evidence in the Action or any other action for any purpose whatsoever.

22 88. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set  
23 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
24 herein. Any Exhibits to this Agreement are an integral part of this Stipulation of Settlement.

25 89. Confidentiality. The Parties and their counsel agree that they will not issue any press  
26 releases, initiate any contact with the press, respond to any press inquiry, or have any communication  
27 with the press about the Action and about the fact, amount, or terms of the Settlement prior to the  
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1 Settlement being preliminarily approved by the Court. In addition, the Parties and their counsel agree  
2 that they will not engage in any advertising or distribute any marketing materials relating to the Action  
3 and to the Settlement of this case prior to the Settlement being preliminarily approved by the Court,  
4 including but not limited to any postings on any websites maintained by Class Counsel. Any  
5 communication about the Settlement to Class Members prior to the Settlement being preliminarily  
6 approved by the Court will be limited to a statement that a settlement has been reached and the details  
7 will be communicated in a forthcoming Court-approved notice. Nothing set forth herein, however,  
8 shall prohibit the Parties from providing this Agreement to the Court in connection with the Parties'  
9 efforts to seek the Court's approval of this Settlement. Neither Plaintiffs nor Class Counsel shall hold  
10 a press conference or otherwise seek to affirmatively contact the media about the Action or the  
11 Settlement. If contacted by the media regarding the Action or the Settlement, Class Counsel will direct  
12 any media inquiries to the public records of the Action on file with the Court. Additionally, neither  
13 Plaintiffs nor Class Counsel will disparage the Settlement.

14 90. Entire Agreement. This Stipulation of Settlement and any attached Exhibits constitute  
15 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral  
16 agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil  
17 Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written  
18 agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic  
19 evidence, and the Parties agree that no such extrinsic oral or written representations or terms will  
20 modify, vary or contradict the terms of this Agreement.

21 91. Amendment or Modification. This Stipulation of Settlement may be amended or  
22 modified only by a written instrument signed by the named Parties and counsel for all Parties or their  
23 successors-in-interest.

24 92. Authorization to Enter Into Stipulation of Settlement. Counsel for all Parties warrant  
25 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
26 Stipulation of Settlement and to take all appropriate action required or permitted to be taken by such  
27 Parties pursuant to this Stipulation of Settlement to effectuate its terms and to execute any other  
28

1 documents required to effectuate the terms of this Stipulation of Settlement. The Parties and their  
2 counsel will cooperate with each other and use their best efforts to effect the implementation of the  
3 Settlement. If the Parties are unable to reach agreement on the form or content of any document  
4 needed to implement the Settlement, or on any supplemental provisions that may become necessary to  
5 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such  
6 disagreement.

7 93. Signatories. It is agreed that because the members of the Class are so numerous, it is  
8 impossible or impractical to have each member of the Class execute this Stipulation of Settlement.  
9 The Notice of Class Action Settlement, attached hereto as Exhibit A, will advise all Class Members  
10 of the binding nature of the release, and the release shall have the same force and effect as if this  
11 Stipulation of Settlement were executed by each Settlement Class Member.

12 94. Binding on Successors and Assigns. This Stipulation of Settlement will be binding  
13 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

14 95. California Law Governs. All terms of this Stipulation of Settlement and Exhibits  
15 hereto will be governed by and interpreted according to the laws of the State of California.

16 96. Execution and Counterparts. This Stipulation of Settlement is subject only to the  
17 execution of all Parties. However, the Agreement may be executed in one or more counterparts. All  
18 executed counterparts and each of them, including facsimile and scanned copies of the signature page,  
19 will be deemed to be one and the same instrument.

20 97. Acknowledgement that the Settlement is Fair, Reasonable, and Adequate. The Parties  
21 believe this Stipulation of Settlement is a fair, adequate, and reasonable settlement of the Action and  
22 have arrived at this Settlement after arm's-length negotiations and in the context of adversarial  
23 litigation, taking into account all relevant factors, present and potential. The Parties further  
24 acknowledge that they are each represented by competent counsel and that they have had an  
25 opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.  
26 In addition, the Mediator may execute a declaration supporting the Settlement and the reasonableness  
27 of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement  
28

1 and whether or not the Settlement is objectively fair and reasonable.

2 98. Invalidity of Any Provision. Before declaring any provision of this Stipulation of  
3 Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
4 possible consistent with applicable precedents so as to define all provisions of this Stipulation of  
5 Settlement valid and enforceable.

6 99. Plaintiffs' Waiver of Right to Be Excluded and Object. Plaintiffs agree to sign this  
7 Stipulation of Settlement and, by signing this Stipulation of Settlement, are hereby bound by the terms  
8 herein. For good and valuable consideration, Plaintiffs further agree that they will not request to be  
9 excluded from this Stipulation of Settlement or object to the settlement. Any such request for  
10 exclusion or objection by Plaintiffs will be void and of no force or effect.

11 100. Non-Admission of Liability. The Parties enter into this Agreement to resolve the  
12 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.  
13 By entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any  
14 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute  
15 or any other applicable laws, regulations or legal requirements; breached any contract; violated or  
16 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful  
17 conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor  
18 any of the negotiations connected with it, shall be construed as an admission or concession by  
19 Defendant of any such violations or failures to comply with any applicable law. Except as necessary  
20 in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions  
21 shall not be offered or received as evidence in any action or proceeding to establish any liability or  
22 admission on the part of Defendant or to establish the existence of any condition constituting a  
23 violation of, or a non-compliance with, federal, state, local or other applicable law.

24 101. Captions. The captions and section numbers in this Agreement are inserted for the  
25 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
26 provisions of this Agreement.

27 102. Waiver. No waiver of any condition or covenant contained in this Agreement or failure  
28

1 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a  
2 further waiver by such party of the same or any other condition, covenant, right or remedy.

3 103. Enforcement Actions. In the event that one or more of the Parties institutes any legal  
4 action or other proceeding against any other Party or Parties to enforce the provisions of this  
5 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties  
6 will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,  
7 including expert witness fees incurred in connection with any enforcement actions.

8 104. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
9 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against  
10 one party than another merely by virtue of the fact that it may have been prepared by counsel for one  
11 of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all  
12 Parties have contributed to the preparation of this Agreement.

13 105. Representation By Counsel. The Parties acknowledge that they have been represented  
14 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this  
15 Agreement has been executed with the consent and advice of counsel and reviewed in full. Further,  
16 Plaintiffs and Class Counsel warrant and represent that there are no liens on this Stipulation of  
17 Settlement.

18 106. All Terms Subject to Final Court Approval. All amounts and procedures described in  
19 this Stipulation of Settlement herein will be subject to final Court approval.

20 107. Notices. Unless otherwise specifically provided herein, all notices, demands or other  
21 communications given hereunder shall be in writing and shall be deemed to have been duly given as  
22 of the third business day after mailing by United States registered or certified mail, return receipt  
23 requested, addressed as follows:

24 To Plaintiff and the Class:

25 Hugo Gamez, Esq.  
26 **THE LAW OFFICES OF HUGO GAMEZ**  
27 1900 Avenue of the Stars, Suite 900  
28 Los Angeles, California 90067

1 To Defendant Advantage Drywall, Inc.:

2 Erick J. Becker, Esq.  
3 **CUMMINS & WHITE LLP**  
4 2424 S.E. Bristol Street, Suite 300  
5 Newport Beach, California 92660

6 108. Cooperation and Execution of Necessary Documents. All Parties will cooperate in  
7 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this  
8 Stipulation of Settlement.

9 109. Integration Clause. This Stipulation of Settlement contains the entire agreement  
10 between the Parties relating to the settlement and transaction contemplated hereby, and all prior or  
11 contemporaneous agreements, understandings, representations, and statements, whether oral or written  
12 and whether by a party or such party’s legal counsel, are merged herein. No rights hereunder may be  
13 waived except in writing.

14 110. Class Size Representation. Defendant represents that the class size is approximately  
15 478.

16 111. Binding Agreement. The Parties warrant that they understand and have full authority to  
17 enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding  
18 on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to  
19 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply  
20 under federal or state law.

21 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint  
22 Stipulation of Settlement and Release Between Plaintiffs and Defendant as of the date(s) set forth below:

23  
24 **NAMED PLAINTIFFS AND CLASS COUNSEL**

25 **READ CAREFULLY BEFORE SIGNING**

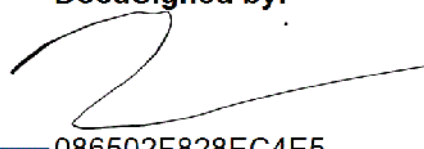
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**DocuSigned by:**  


086502F828EC4E5...  
LUIS GARCIA DELGADO  
Named Plaintiff

1 DATED: 2/24/2021 \_\_\_\_\_

4 DATED: \_\_\_\_\_

5 \_\_\_\_\_  
MICHAEL WHITLOCK  
Named Plaintiff

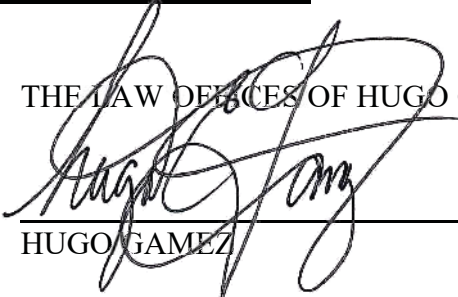
7 DEFENDANT ADVANTAGE DRYWALL, INC.

9 DATED: \_\_\_\_\_

By: \_\_\_\_\_

11 **APPROVED AS TO FORM**

12 THE LAW OFFICES OF HUGO GAMEZ



14 DATED: 2/25/2021 \_\_\_\_\_

By: \_\_\_\_\_

HUGO GAMEZ

16 Attorney for Plaintiff  
17 LUIS GARCIA DELGADO, MICHAEL WHITLOCK and  
the Putative Class

19 CUMMINS & WHITE LLP

21 DATED: \_\_\_\_\_

By: \_\_\_\_\_

Erick J. Becker

22 Attorneys for Defendant  
23 ADVANTAGE DRYWALL, INC.

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1 DATED: \_\_\_\_\_

2 \_\_\_\_\_

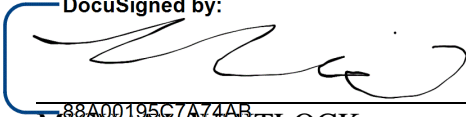
3 DATED: 2/24/2021

4 DATED: \_\_\_\_\_

\_\_\_\_\_  
LUIS GARCIA DELGADO

Named Plaintiff

DocuSigned by:



\_\_\_\_\_  
MICHAEL WHITLOCK

Named Plaintiff

DEFENDANT ADVANTAGE DRYWALL, INC.

9 DATED: \_\_\_\_\_

By: \_\_\_\_\_

**APPROVED AS TO FORM**

THE LAW OFFICES OF HUGO GAMEZ

14 DATED: \_\_\_\_\_

By: \_\_\_\_\_

HUGO GAMEZ

Attorney for Plaintiff

LUIS GARCIA DELGADO, MICHAEL WHITLOCK and  
the Putative Class

CUMMINS & WHITE LLP

21 DATED: \_\_\_\_\_

By: \_\_\_\_\_

Erick J. Becker

Attorneys for Defendant

ADVANTAGE DRYWALL, INC.

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1 DATED: \_\_\_\_\_

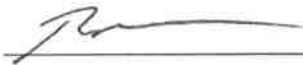
2 \_\_\_\_\_  
3 LUIS GARCIA DELGADO  
Named Plaintiff

4 DATED: \_\_\_\_\_

5 \_\_\_\_\_  
6 MICHAEL WHITLOCK  
Named Plaintiff

7 DEFENDANT ADVANTAGE DRYWALL, INC.

9 DATED: 2-24-2021

By:  \_\_\_\_\_

11 **APPROVED AS TO FORM**

12 THE LAW OFFICES OF HUGO GAMEZ

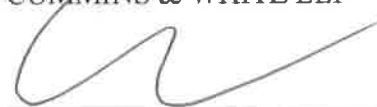
14 DATED: \_\_\_\_\_

By: \_\_\_\_\_  
HUGO GAMEZ

16 Attorney for Plaintiff  
17 LUIS GARCIA DELGADO, MICHAEL WHITLOCK and  
the Putative Class

19 CUMMINS & WHITE LLP

21 DATED: 2/24/21

By:  \_\_\_\_\_  
Erick J. Becker

22 Attorneys for Defendant  
23 ADVANTAGE DRYWALL, INC.  
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# EXHIBIT A

LEGAL NOTICE:

If you worked for Advantage Drywall Systems, Inc. in California in a non-exempt hourly position, during the period from **during the period between July 20, 2015 through (insert preliminary approval date)**, a class action settlement will affect your rights

*A court authorized this Notice. Luis Garcia Delgado and Michael Whitlock v. Advantage Drywall Systems, Inc., Los Angeles County Superior Court Case No. 19STCV25179*

- Former employees (“Class Representatives” or “Plaintiffs”) sued Advantage Drywall Systems, Inc. (“Defendant”) on behalf of themselves and others similarly situated, and have alleged various California Labor Code violations, including but not limited to unpaid meal and rest premiums, failure to pay all minimum and overtime wages, waiting time penalties, failure to provide and maintain accurate paystubs, failure to reimburse business expenses, and civil penalties under the Private Attorney General Act.
- The claims of the Class Representatives and the Class have been settled. The Court has preliminarily approved the settlement.
- If you qualify as a Class Member, you could receive money from the settlement.
- Your legal rights are affected whether you act or don’t act. Read this Class Notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>DO NOTHING</b>	You will receive your share of the Settlement’s Net Fund Value. In exchange for receiving payment, you are releasing certain claims covered by the Settlement against Defendant and/or related entities.
<b>EXCLUDE YOURSELF</b>	Give up all benefits, including money, from the settlement. Retain all rights you may have against Defendant, explained below.
<b>OBJECT</b>	File an Objection about why you don’t agree with the settlement. The Court may or may not agree with your objection.

**HOW MUCH CAN I GET?** Look at the estimated individual settlement payment set forth below.

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will be made if the Court approves the settlement, and after any appeals are resolved, to Class Members who worked in a non-exempt hourly position in California during some or all of the period from July 20, 2015 through **(insert preliminary approval date)** and who do not file a request for exclusion.
- **ANY CHECKS ISSUED BY THE CLASS ADMINISTRATOR TO CLASS MEMBERS WILL BE NEGOTIABLE FOR AT LEAST 120 CALENDAR DAYS. THOSE FUNDS REPRESENTED BY SETTLEMENT CHECKS RETURNED AS UNDELIVERABLE AND THOSE SETTLEMENT CHECKS REMAINING UN-CASHED FOR MORE THAN 120 CALENDAR DAYS AFTER ISSUANCE WILL BE SENT TO THE CY PRES RECIPIENT LEGAL AID AT WORK.**
- This Notice, and the terms of the proposed settlement, are being provided to you on a need-to-know basis. The contents of this and other communications to you in connection with the proposed settlement are not to be disclosed generally and are to be kept confidential to the fullest extent possible.

**QUESTIONS? CALL PHOENIX SETTLEMENT ADMINISTRATORS (800) 573-5223**

## 1. Why Did I Get This Notice Package?

**You are not being sued.** Plaintiffs sued Defendant in a class action and representative Private Attorney General Act action on behalf of themselves and similarly situated employees like you.

Defendant's records show that you are a current or former non-exempt employee of Defendant who worked in a non-exempt hourly position in California during some or all of the period from July 20, 2015 through (insert preliminary approval date).

You received this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options before the Court decides whether to grant final approval of the settlement. If the Court approves it, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the settlement allows.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

## 2. What Is This Lawsuit About?

The Class Representatives claim, on behalf of themselves and the Class of non-exempt hourly paid employees who worked for Defendant in California during the Class Period, that Defendant: (1) failed to pay overtime wages; (2) failed to provide meal periods; (3) failed to provide rest periods; (4) failed to timely pay wages upon termination; (5) failed to maintain and provide accurate payroll records; (6) violated Labor Code §§ 2698, *et seq.* ("Private Attorneys General Act of 2004"); and (7) violated California Business & Professional Code § 17200.

## 3. Do I Need to Hire an Attorney?

**You do not need to hire your own attorney.** You are already represented by Class Counsel (see Section 16 for their contact information). However, you may hire your own attorney at your own expense if you choose to do so.

## 4. What is Defendant's Position?

Defendant denies all of the Class Representatives' allegations, or that it violated any law, and contends that at all times it complied with federal, state and local laws. Specifically, Defendant denies that the Class Representatives or Class Members are owed any additional compensation for the hours they worked, have been denied meal periods and rest periods, have received inaccurate or deficient wage statements, have not been timely paid wages upon termination or have not been reimbursed for business expenses.

## 5. Why Is There A Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead of going to trial, after a thorough investigation into the facts of this lawsuit, both sides agreed to participate in a mediation using a neutral third party mediator. With the aid of the mediator, both sides agreed to settle. The class claims were

**QUESTIONS? CALL PHOENIX SETTLEMENT ADMINISTRATORS (800) 573-5223**

settled because Class Counsel and the Class Representative believe that the terms of the settlement are fair and reasonable in light of the strength and weaknesses of the claims and other factors.

#### 6. How Do I Know If I Am Part Of The Settlement?

“Class Members” are all persons employed by Defendant in California in a non-exempt hourly position, during the period from July 20, 2015 through (insert preliminary approval date).

#### 7. What Does The Settlement Provide?

Class Members will receive Settlement payments from the Net Settlement Amount for your share of settlement funds. The Net Settlement Amount is the portion of the Settlement Amount of \$350,000 available for distribution to Class Members after deduction of Court approved Class Counsel’s attorneys’ fees and costs, Settlement Administration Costs, the Class Representatives’ Service Payments, and the State of California’s portion of the PAGA Payment.

Deductions for Class Counsel’s Attorneys’ Fees and Costs, Class Representatives’ Service Payments, the State of California’s portion of the PAGA Payment and Settlement Administration Costs. Class Counsel will ask the Court to award attorneys’ fees in the amount of \$116,666.66 which represents thirty-three and one third percent (33.33%) of the Settlement Amount and litigation costs of up to \$10,000 from the Settlement Amount. In addition, Class Counsel will ask the Court to authorize Service Payments, from the Settlement Amount, totaling \$7,500 (\$5,000 to Class Representative Luis Garcia Delgado and \$2500 to Class Representative Michael Whitlock) to compensate them for the risks, time and expense of their involvement in this Action. This payment is in addition to whatever payment the Class Representatives are otherwise entitled to as a Class Member.

The State of California will also be paid \$7,500 for its share of the \$10,000 PAGA Payment for claims under the Private Attorneys General Act of 2004. The remaining \$2,500 will be distributed to claiming Class Members by adding that sum to the Net Settlement Amount, subject to Court approval. The Settlement Administrator will also be reimbursed for the expense of notifying the Class Members of the Settlement, requests for exclusions submitted by Class Members, and distributing Settlement payments. Settlement Administration Costs are allocated not to exceed \$10,000 but may be higher or lower depending on the results of the claim process.

#### 8. What Can I Get From the Settlement?

Class Members will be paid out of the Net Settlement Amount. Ten percent (10%) of each Class Members’ Amount will be designated for alleged unpaid wages and other damages, for which IRS Form W-2 shall be issued, and ninety percent (90%) will be designated for alleged interest and penalties, for which IRS Form 1099 shall be issued, as appropriate. You shall be responsible for payment of your share of payroll taxes, which will be deducted from your settlement payment, and any other tax liability arising from receipt of a settlement payment.

If you do not request to be excluded, you will receive your share of the Net Settlement Amount after the Court approves the Settlement. Your estimated share, after employee payroll taxes have been deducted, is listed in the enclosed Notice.

**QUESTIONS? CALL PHOENIX SETTLEMENT ADMINISTRATORS (800) 573-5223**



## 9. How Was My Share Calculated?

Each Class Member's settlement share shall be determined by taking the total number of workweeks for all Class Members during the Class Period and dividing that by the Net Settlement Amount, then multiplying that by your Individual Workweeks, resulting in Workweek Value. Based on Defendant's records, you worked for Defendant for \_\_\_\_\_ workweeks during the Class Period. Based on this information, if you do not request exclusion and participate in the settlement, it is estimated that you will receive approximately \_\_\_\_\_, less employee payroll taxes. If you believe this information is incorrect, you must send written notice to the Settlement administration at the address in Section 11 below and explain why you believe Defendant's records are mistaken. Please attach any documentation that may support your position. The written notice and any supporting documentation must be submitted by \_\_\_\_\_, 2021 (45 calendar days after the initial mailing]

## 10. How Can I Get Payment?

To qualify for payment, you do not have to submit anything and you will be included in the settlement Class, and be bound by the terms of the settlement (including the Released Claims described in Section 12 below).

California law protects Class Members from retaliation based on their decision to participate in a class action settlement.

## 11. When Would I Get My Payment?

The Court will hold the Final Approval Hearing on or about <<Final Fairness Hearing Date>> at \_\_\_\_\_ in Department 12 of the Los Angeles County Superior Court – Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California, 90012, to decide whether to approve the settlement. If the Court approves the settlement, the first payment of your settlement share will be mailed to you within approximately 45 days from the date of final judgment, unless there are objections or appeals.

**IF YOUR CONTACT INFORMATION CHANGES BETWEEN GETTING THIS NOTICE AND THE DATE OF PAYMENT YOU HAVE THE OBLIGATION TO CONTACT THE SETTLEMENT ADMINISTRATOR TO UPDATE YOUR CONTACT INFORMATION.**

Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Phone: (800) 573-5223  
Facsimile: (\*\*\*) \*\*\*-\*\*\*\*

## 12. What Rights Do I Give Up If I Participate Or Do Nothing?

Unless you exclude yourself, you will remain a Class Member, and you will be bound by the terms of the settlement, including the Released Claims described below. That means that you will be unable to sue,

**QUESTIONS? CALL PHOENIX SETTLEMENT ADMINISTRATORS (800) 573-5223**

or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

### **Released Claims**

Upon Final Approval of this Settlement Agreement and conditioned upon full payment of Defendant's payment obligations under paragraph 26 of the Settlement Agreement and as approved by the Court, the claims to be released will include all claims under state or local law, whether statutory, common law or administrative law, that were alleged in the First Amended Complaint, as well as all claims that arise out of the facts, matters or occurrences referred to in the First Amended Complaint that could have been alleged as separate claims, causes of action, lawsuits or other theories of relief against Defendant, including, without limitation, claims for: failure to pay for all hours worked, including minimum wage and overtime hours; failure to provide meal periods or compensation in lieu thereof; failure to provide rest breaks or compensation in lieu thereof; failure to provide compliant wage statements; waiting time penalties for failure to pay all wages due to terminated or quitting employees; alleged violation of Business and Professions Code § 17200; statutory and civil penalties, including PAGA penalties; equitable relief; injunctive relief; liquidated damages; penalties of any nature; interest; restitution; or any other relief; fees and costs; or any other claims that could have been pled arising from the same operative facts alleged in the action. This release shall not be applicable to claims arising after the Released Claims Period.

### **13. How Do I Exclude Myself From The Settlement?**

If you do not wish to participate in the settlement, you may exclude yourself (generally called "opting out") by submitting a written Request for Exclusion to the Settlement Administrator. Your Request for Exclusion must: (a) be signed by the Class Member; (b) contain the name, address, signature, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state the name of this case (*Delgado v. Advantage Drywall Systems, Inc.*, the case number (19STCV25179), and that the Class Member does not wish to be included in the settlement; (d) ) be returned by mail to the Settlement Administrator at the specified address and/or facsimile number' and (e) be postmarked on or before <<Claim Deadline>>.

You must sign the Request for Exclusion personally and may not have someone sign for you, nor may you submit a Request for Exclusion on behalf of a group. Your Request for Exclusion must be signed and returned via United States first class mail postmarked or faxed or personally delivered no later than <<Claim Deadline>> to:

**Phoenix Settlement Administrators**  
**P.O. Box 7208**  
**Orange, CA 92863**  
**Phone: (800) 573-5223**  
**Facsimile: (\*\*\*) \*\*\*-\*\*\*\***

If you submit a timely Request for Exclusion/opt out request, then upon its receipt you shall no longer be a member of the Class, you shall be barred from participating in any portion of the settlement, you may not object to the settlement, and you shall receive no benefits, including no money, from the

**QUESTIONS? CALL PHOENIX SETTLEMENT ADMINISTRATORS (800) 573-5223**

settlement. If you wish, you may pursue, at your own expense, any claims you may have against Defendant. If you do not submit a complete and timely written Request for Exclusion/opt out request, you will be included in the Class, and be bound by the terms of the settlement (including the Released Claims described in Section 12 herein), whether or not you objected to the settlement.

#### 14. When Is The Final Approval Hearing?

The Court will hold a Final Approval Hearing in Department 12 of the Los Angeles County Superior Court – Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California, 90012, on <<Final Fairness Hearing Date and Time>> or such other, later date as the Court may authorize, to determine whether the settlement is fair, reasonable, and adequate; and if there are objections, the Court will consider them. The Court will also be asked to approve Class Counsel’s request for attorneys’ fees and litigation costs, the Class Representatives’ Service Payments, the PAGA Payment and the Settlement Administration Costs.

The hearing may be continued and any changes to the hearing date or location will be posted at the following website:

[WWW.PHOENIXCLASSACTION.COM/ADVANTAGEDRYWALLSYSTEMSINC](http://WWW.PHOENIXCLASSACTION.COM/ADVANTAGEDRYWALLSYSTEMSINC)

It is not necessary for you to appear at this hearing unless you have timely filed an objection or notice of intention to appear with the Court. Notice of entry of the final judgment will be provided to Class Members by posting it at

[WWW.PHOENIXCLASSACTION.COM/ADVANTAGEDRYWALLSYSTEMSINC](http://WWW.PHOENIXCLASSACTION.COM/ADVANTAGEDRYWALLSYSTEMSINC)

#### 15. How Do I Object To The Settlement And Appear At The Final Approval Hearing?

You may object to the terms of the settlement before the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the settlement. To object, you must serve a written objection to the Settlement Administrator (see address in section 13 above).

Any Class Member wishing to object must sign and postmark a valid Notice of Objection to the Claims Administrator no later than <<Claim Deadline>>. The Notice of Objection must be signed by the Class Member and the date of the postmark on the return mailing envelope will be the exclusive means to determine whether an objection has been timely submitted. Any written objection shall state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, and telephone number. To be valid and effective, any objections to approval of the settlement must be served upon Settlement Administrator by U.S. mail postmarked no later than <<Claim Deadline>>. **DO NOT TELEPHONE OR CONTACT THE COURT.**

You do not have to attend the Final Approval Hearing, but you may do so at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you served your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**QUESTIONS? CALL PHOENIX SETTLEMENT ADMINISTRATORS (800) 573-5223**

If you want to speak at the Final Approval Hearing, you must include a statement in your objection indicating your intent to appear at the Final Approval Hearing. The Court will decide whether you are permitted to do so.

**If the court approves the settlement despite any objections, you will be bound by the terms of the settlement (including the Released Claims described in section 12 herein).**

**You cannot both object and submit a Request for Exclusion/opt-out request. If you submit both a Request for Exclusion /opt-out request and objection, the Request for Exclusion /opt-out request will be valid, and you will be excluded from the settlement class.**

#### **16. How Do I Get Additional Information?**

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should consult the detailed Stipulation and Agreement of Compromise and Settlement between Plaintiffs and Defendant, which is on file with the Clerk of the Court and published at the following website:

[WWW.PHOENIXCLASSACTION.COM/ADVANTAGEDRYWALLSYSTEMSINC](http://WWW.PHOENIXCLASSACTION.COM/ADVANTAGEDRYWALLSYSTEMSINC).

The pleadings and all other records from this litigation may be examined by visiting the Los Angeles County Superior Court, 111 N. Hill Street, Los Angeles, CA 90012 during regular office hours (Mon. – Fri., 8:30 a.m. to 4:30 p.m.)

**If you have any questions, you can call the Settlement Administrator at (800) 573-5223 or any of Class Counsel**

<b>CLASS COUNSEL</b>	<b>DEFENDANT'S ATTORNEYS</b>
Hugo Gamez <b>THE LAW OFFICES OF HUGO GAMEZ</b> 1900 Avenue of the Stars, Suite 900 Los Angeles, California 90067 Telephone: (424) 442-0623 hugo@hgamezlaw.com	Erick J. Becker <b>CUMMINS &amp; WHITE, LLP</b> 2424 S.E. Bristol Street, Suite 300 Newport Beach, California 92660 Telephone: (949) 852-1800 ebecker@cwlawyers.com

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**

**BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**QUESTIONS? CALL PHOENIX SETTLEMENT ADMINISTRATORS (800) 573-5223**