

1 **LAW OFFICE OF SCOTT ERNEST WHEELER**

2 Scott Ernest Wheeler (SBN 187998)

3 250 West First Street, Suite 216

4 Claremont, CA 91711

5 Telephone: (909) 621-4988

6 Facsimile: (909) 621-4622

7 E-mail: sew@scottwheelerlawoffice.com

8 *Attorneys for Plaintiffs and the Putative Class*

9 **TAYLOR ENGLISH DUMA LLP**

10 Bryan Paul Tyson (SBN 248062)

11 1600 Parkwood Circle, Suite 200

12 Atlanta, Georgia 30339

13 Telephone: (770) 434-6868

14 Facsimile: (770) 434-7376

15 Email: btyson@taylorenghish.com

16 Alisa P. Cleek (GA Bar 581063)

17 1600 Parkwood Circle, Suite 200

18 Atlanta, Georgia 30339

19 Telephone: (770) 434-6868

20 Facsimile: (770) 434-7376

21 Email: acleek@taylorenghish.com

22 *Attorneys for Defendant*

23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

24 **FOR THE COUNTY OF SAN BERNARDINO**

25 ROSA ORNELAS, individually, and on
26 behalf of all other Aggrieved Employees,

27 Plaintiff,

28 v.

29 **MASTERCORP COMMERCIAL**
30 **SERVICES, LLC, a Tennessee corporation;**
31 **and DOES 1 through 50, inclusive,**

32 Defendants.

Case No.: CIVSB 2114590

[Hon. David Cohn, Dept. S-26]

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

1 This Class Action Settlement and Release (“Settlement Agreement” or “Agreement”) is
2 entered into by and between Plaintiff Rosa Ornales (“Plaintiff”) on behalf of herself and the Class,
3 on the one hand, and Defendant Mastercorp Commercial Services, LLC (“Defendant”), on the other
4 hand.

5 In consideration of the mutual covenants, promises, and agreements set forth herein, the
6 Parties agree, subject to the approval by the Court, that the Action and the Released Claims shall be
7 settled and compromised as between Plaintiff and the Class on the one hand, and Defendant on the
8 other hand, subject to the terms and conditions set forth herein.

9 DEFINITIONS

10 1. “Action” means *Ornelas v. MasterCorp Commercial Services, LLC*, San Bernardino
11 Superior Court Case No. CIVSB 2114590.

12 2. “Class” means all non-exempt employees of Defendant who performed work for
13 Defendant in California, during the Class Period.

14 3. “Class Counsel” means the Law Office of Scott E. Wheeler.

15 4. “Class Counsel Award” means (a) the attorneys’ fees for Class Counsel’s litigation
16 and resolution of the Action, as awarded by the Court, which may not exceed 33.3% of the Total
17 Settlement Amount, or One Hundred Sixteen Thousand Five Hundred Dollars (\$116,500.00); and
18 (b) the expenses and costs incurred by Class Counsel for Class Counsel’s litigation and resolution
19 of the Action, as awarded by the Court, which is currently estimated at \$18,000 and may not exceed
20 Twenty Thousand Dollars (\$20,000).

21 5. “Class Information” means the compilation of the following information for each
22 Class Member: last known full name; social security number; last known address; last known
23 telephone number; number of compensable workweeks for each Class Member during the Class
24 Period and PAGA Period, and other such mutually agreed upon information by the Parties as may
25 be necessary to independently review the Compensable Workweeks attributed to each Class
26 Member and PAGA Aggrieved Employee. Defendant will compile Class Information in good faith
27 from its records and provide it to the Settlement Administrator as a Confidential document pursuant
28 to the Stipulated Protective Order, which the Parties agree to file in this Action, through a

1 Confidential Microsoft Excel spreadsheet. Because Class Members' sensitive personal information
2 is included in the Class Information, the Settlement Administrator shall maintain the Class
3 Information securely and in confidence pursuant to the Protective Order in this case. Access to such
4 Class Information shall be limited to employees of the Settlement Administrator with a need to use
5 the Class Information for administration of the Settlement. The Settlement Administrator will take
6 all necessary measures to adequately secure the information.

7 6. "Class Member(s)" means each person who is a member of the Class defined in
8 Paragraph 2 above and who is eligible to participate in this Settlement.

9 7. "Class Notice" means the notice, substantially in the form attached hereto as **Exhibit**
10 **1**, which the Settlement Administrator will mail to each Class Member, and which explains, *inter*
11 *alia*, the terms of this Settlement; each Class Member's estimated Individual Settlement Payment;
12 the settlement process; and the right of Class Members to object to the Settlement, opt-out of the
13 Settlement, or dispute the number of Compensable Workweeks attributed to them. The Class Notice
14 will be provided in English and Spanish.

15 8. "Class Period" means the time period from May 25, 2017 through January 8, 2022.

16 9. "Class Representative Service Award" means the amount that the Court authorizes
17 to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payments and Individual
18 PAGA Payments, in recognition of, *inter alia*, her efforts and risks in assisting with the prosecution
19 of the Action and in return for executing a general release of any all claims against Defendant, which
20 shall not exceed \$6,000, is subject to approval of the Court, and will be paid only from the Total
21 Settlement Amount. Any Class Representative Service Award not awarded by the Court will be
22 added to the Net Settlement Amount and distributed to the Settlement Class Members.

23 10. "Compensable Workweek" or "Compensable Workweeks" mean a reasonable
24 estimate of weeks worked by each Class Member in a non-exempt position in California,
25 individually and collectively by all Class Members during the Class Period based exclusively on
26 Defendant's records and used as a value to calculate Individual Settlement Payments. Defendant
27 shall calculate the number of Compensable Workweeks for each Class Member based on each Class
28 Member's hire and termination dates and shall round up any partial workweek to a full workweek.

1 11. “Court” means the Superior Court for the County of San Bernardino, State of
2 California.

3 12. “Defendant” means MasterCorp Commercial Services, LLC.

4 13. “Defendant’s Counsel” means Bryan Paul Tyson and Alisa P. Cleek of Taylor
5 English Duma LLP.

6 14. “Effective Date” means the date on which the Court’s Final Approval Order and
7 Judgment becomes final. The Court’s Final Approval Order and Judgment shall be considered final
8 and binding as follows: (a) if no objections or interventions are filed, the Effective Date is the date
9 of final approval; (b) if objections/interventions are filed and no appeal is taken on the final approval
10 order, then the Effective Date is 60 days after final approval; or (c) if objections/interventions are
11 filed and there is an appeal, the Effective Date is ten (10) days after the appeal is finally resolved
12 with no opportunity to further appeal.

13 15. “Employer’s Share of Payroll Taxes” means the dollar amount of Defendant’s
14 employer payroll tax obligation on the employee wage portion of the Individual Settlement
15 Payments, including but not limited to, customary withholdings for federal, state and local taxes,
16 and any similar tax or charge. Defendant shall be responsible for paying the Employer’s Share of
17 Payroll Taxes separately from, and in addition to, the Gross Settlement Amount.

18 16. “Final Approval Hearing” means the hearing that the Court will hold to determine
19 whether the Court will enter a Final Approval Order finally approving this Settlement.

20 17. “Final Approval Order and Judgment” means the Court’s entry of an order finally
21 approving the Settlement and entering judgment in accordance therewith substantially in the form
22 to be agreed upon by the parties.

23 18. “First Amended Class Action Complaint” means the Class Action Complaint,
24 substantially in the form attached as **Exhibit 2**, which the Parties stipulate to the filing thereof for
25 purposes of administering the Settlement contemplated under this Agreement.

26 19. “Gross Settlement Amount” means the maximum amount which Defendant is
27 obligated to pay under this Amended Settlement Agreement, which is Three Hundred and Fifty
28 Thousand Dollars (\$350,000.00), subject to increase under the circumstances as set forth in

1 paragraph 63 below. The Gross Settlement Amount will be used to pay: (a) Individual Settlement
2 Payment(s) (defined above); (b) the Class Counsel Award (defined above); (c) Settlement
3 Administration Costs (defined above); (d) Service Awards (defined above); (e) the Individual
4 PAGA Payment(s) (defined below); and (f) employee-side taxes for the wage component of the
5 Individual Settlement Payments. This is a non-reversionary Settlement in which Defendant is
6 required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount
7 will revert to Defendant under any circumstances. Payments of Employer's Share of Payroll Taxes
8 shall be paid separately from the Gross Settlement Amount by Defendant at the time of funding as
9 set forth in Paragraph 63.

10 20. "Individual Settlement Payment" means the amount payable from the Net Settlement
11 Amount to each Settlement Class Member. Each Individual Settlement Payment will be apportioned
12 as follows: 33% as wages, 33% interest, and 34% as penalties. Each Individual Settlement Payment
13 includes reimbursement for business expenses allegedly incurred by Class Members pursuant to
14 California Labor Code Section 2802. The wage portion of the Individual Settlement Payments will
15 be subject to applicable state and federal withholding taxes, including FICA, FUTA and SDI
16 contributions and any other applicable payroll deductions required by law.

17 21. "Individual PAGA Payment" means the amount payable to the PAGA Aggrieved
18 Employees from the \$15,000 allocated to them (i.e., 25% of \$60,000 allocated to penalties under
19 PAGA included in this settlement in Paragraph 62(j) of this Agreement).

20 22. "LWDA" means the California Labor and Workforce Development Agency.

21 23. "Net Settlement Amount" means the Gross Settlement Amount, less the Class
22 Counsel Award, Class Representative Service Award, the entire Payment to the LWDA and PAGA
23 Aggrieved Employees outlined in Paragraph 62(j) (i.e., \$60,000), and Settlement Administration
24 Costs. If the Court approves less than the amounts requested for the Class Counsel Award, Class
25 Representative Service Award, payment to the LWDA and PAGA Aggrieved Employees for PAGA
26 penalties, or Settlement Administration Costs, such amounts will return to the Net Settlement
27 Amount and be distributed to the Settlement Class Members.

1 24. “Objection” means a written communication submitted by a Class Member to the
2 Settlement Administrator that contains a clear statement by the Class Member that he or she is
3 objecting to any of the terms of the Settlement, which must be completed and filed or mailed in the
4 manner set forth in this Settlement Agreement and the Class Notice. Class Members may also object
5 to the Settlement orally at the Final Approval Hearing without the need to submit a written
6 Objection.

7 25. “PAGA Aggrieved Employees” means all non-exempt employees of Defendant who
8 performed work for Defendant in California, during the PAGA Period.

9 26. “PAGA Period” means any time between March 21, 2020 through January 8, 2022.

10 27. “PAGA Workweek” or “PAGA Workweeks” mean a reasonable estimate of weeks
11 worked by each aggrieved employee individually during the PAGA Period and used as a value to
12 calculate Individual PAGA Payments. The number of PAGA Workweeks for each PAGA
13 aggrieved employee will be determined by the Settlement Administrator, based on the Class
14 Information provided by Defendant and used as a value to calculate Individual PAGA Payments.
15 The number of PAGA Workweeks for each aggrieved employee will be determined by adding all
16 the calendar days within the inclusive dates of employment for the aggrieved employee and
17 dividing that number by seven. Any partial workweek will be expressed as a percentage of a full
18 workweek.

19 28. “Parties” means Plaintiffs and Defendant collectively, and “Party” means either
20 Plaintiffs or Defendant individually.

21 29. “Payment Ratio” means the respective Compensable Workweeks for each Settlement
22 Class Member divided by the Total Compensable Workweeks for all Settlement Class Members.

23 30. “PAGA Payment Ratio” means the respective PAGA Workweeks for each PAGA
24 aggrieved employee divided by the total PAGA Workweeks for all PAGA Aggrieved Employees.

25 31. “Plaintiff” means Rosa Ornelas.

26 32. “Preliminary Approval Date” means the date upon which the Court enters the
27 Preliminary Approval Order.

1 33. “Preliminary Approval Order” means the order, substantially in the form attached
2 hereto as **Exhibit 3**, which grants preliminary approval of the Settlement.

3 34. “Request for Exclusion” means a timely letter or other written communication
4 submitted by a Class Member to the Settlement Administrator that contains a clear statement by the
5 Class Member that he or she is electing to be excluded from the Settlement. which must be
6 completed and mailed in the manner set forth in this Settlement Agreement and the Class Notice.

7 35. “Released Parties” means Defendant and its predecessors, successors, subsidiaries,
8 parent companies, other corporate affiliates, owners and assigns, and all of their officers, directors,
9 employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns,
10 and any other persons acting by, through, under or in concert with any of them.

11 36. “Released Claims by Plaintiff” means: In exchange for the consideration provided
12 under this Settlement, Plaintiff, for herself and for her heirs, representatives, attorneys, executors,
13 administrators, successors, and assigns releases, acquits, remises, and forever discharges the
14 Released Parties, from any and all actions, causes of action, obligations, costs, expenses, damages,
15 losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys’ fees and costs),
16 of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured
17 or unmatured, of any kind or nature whatsoever, based on any act, omission, event, occurrence, or
18 nonoccurrence from the beginning of time through the date of execution hereof, including but not
19 limited to any claims or causes of action arising out of or in any way relating to Plaintiff’s
20 relationship with and/or services performed for Defendant or which have been or could have been
21 made in the Action. This release of claims includes, but is not limited to, claims for breach of any
22 implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to
23 any pay, including, but not limited to, overtime wages, meal and rest break premiums, bonuses,
24 commissions, and COVID-19 supplemental paid sick leave; claims of wrongful denial of insurance
25 and employee benefits; claims for wrongful termination, retaliatory discharge or public policy
26 violations of whatever kind or nature, defamation, invasion of privacy, fraud, misrepresentation,
27 emotional distress or other common law or tort matters; claims of harassment, retaliation or
28 discrimination based on any basis, including but not limited to age, race, color, religion, sex, sexual

1 orientation, national origin, ancestry, physical or mental disability, medical condition, marital status;
2 claims under the California Labor Code, California Government Code, California Business and
3 Professions Code, and California Health and Safety Code; claims based upon the California
4 Constitution; claims based on any federal, state or other governmental statute, regulation or
5 ordinance, including, without limitation, the California Confidentiality of Medical Information Act,
6 the California Fair Employment & Housing Act, the California Unfair Business Practice Act, the
7 California Private Attorneys General Act § 2698 *et seq.*, I.W.C. Wage Orders, the California Labor
8 Code, the California Family Rights Act, Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e
9 *et seq.*), the Civil Rights Act of 1866 and 1870, 42 U.S.C. § 1981, the Civil Rights Act of 1991
10 Executive Order 11246, the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 *et seq.*), the
11 Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*), Sections 503 and 504 of the
12 Rehabilitation Act of 1973, the Labor Management Relations Act, the Family Medical Leave Act
13 of 1993 (29 U.S.C. § 2601 *et seq.*, the Age Discrimination in Employment Act of 1967 (29 U.S.C.
14 § 621, *et seq.*), the Older Workers Benefit Protection Act, the Equal Pay Act (29 U.S.C. § 206(d)),
15 the National Labor Relations Act (29 U.S.C. § 151 *et seq.*), the Sarbanes-Oxley Act of 2002 (18
16 U.S.C. § 1514A), Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 *et seq.*),
17 the Worker Adjustment and Benefit Protection Act of 1990, the Worker Adjustment and Retraining
18 Notification Act, the Immigration and Reform Control Act all as amended. As to Plaintiff's Released
19 Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the
20 California Civil Code. Section 1542 reads as follows:

21 **A general release does not extend to claims that the creditor or releasing party does**
22 **not know or suspect to exist in his or her favor at the time of executing the release**
23 **and that, if known by him or her, would have materially affected his or her settlement**
 with the debtor or releasing party.

24 Notwithstanding the provisions of section 1542, and for the purpose of implementing a
25 full and complete release and discharge of all of their Released Claims, Plaintiff expressly
26 acknowledges that this Settlement is intended to be all-encompassing and to act as a full and total
27 release of any claims, whether specifically enumerated herein or not, that Plaintiff might have or
28 have had, that exists or ever has existed on or prior to the end of the Class Period, including claims

1 which Plaintiff does not know or suspect to exist in her favor at the time of execution hereof.

2 Notwithstanding this general release of claims, nothing in this Agreement is intended to
3 operate as, nor shall be construed as, a release or waiver of any rights and/or claims that cannot be
4 released or waived as a matter of law.

5 This general release applies to Plaintiff only. It does not apply to the Released Claims by
6 Settlement Class Members or PAGA Aggrieved Employees, which is set forth in Paragraphs 37 and
7 38 below.

8 37. “Released Class Claims by Settlement Class Members” means: in exchange for the
9 consideration provided under this Settlement, Settlement Class Members fully and finally release
10 and discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations,
11 guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action, pleaded or that
12 could have been pleaded based on facts and claims asserted in the operative Complaint, including:
13 any and all claims for: (a) failure to prove meal periods; (b) failure to provide rest breaks; (c) failure
14 to pay overtime wages; (d) failure to pay minimum wages; (e) failure to pay all wages owed and
15 due upon termination; (f) failure to maintain required records; (g) failure to furnish accurate itemized
16 wage statement; (h) failure to provide reimbursement for employment-related expenses; (i) failure
17 to provide COVID-19 supplemental sick leave in violation of California Labor Code §
18 248.1(b)(2)(D); (j) violation of California Business & Professions Code section 17200, *et seq.*; and
19 (k) violation of California Private Attorneys’ General Act, California Labor Code § 2699, *et seq.*,
20 predicated on any of the violations of the California Labor Code, all applicable IWC Wage Orders
21 as alleged in the operative Complaint and Plaintiff’s PAGA Notice dated March 18, 2021. This
22 release shall apply to all claims arising at any point during the Class Period. This release does not
23 include the release of claims unrelated to the claims as alleged in the operative Complaint, including
24 unemployment and Worker’s Compensation benefits.

25 38. “Released PAGA Claims by PAGA Aggrieved Employees” means all claims for
26 civil penalties under PAGA that Plaintiff, on behalf of herself, the State of California, and all PAGA
27 Aggrieved Employees, and that Plaintiff and PAGA Aggrieved Employees are fully and irrevocably
28 releasing the Released Parties from, in exchange for the consideration provided by this Settlement.

1 PAGA Aggrieved Employees will only release claims alleged in, or that could have been alleged,
2 based on the facts asserted in the PAGA Notice and operative Complaint. PAGA Aggrieved
3 Employees will release the PAGA Claims even if they, as a Class Member, request exclusion from
4 the class. Released PAGA Claims include any claims for attorneys' fees, costs, or other damages
5 that may be recoverable under the PAGA claims that are alleged or could have been alleged in the
6 operative complaint. This release shall apply to PAGA claims arising at any point during the PAGA
7 Period.

8 39. "Response Deadline" means forty-five (45) calendar days after the postmark date of
9 the Class Notice that the Settlement Administrator shall mail to Class Members, and the last date on
10 which Class Members may: (a) submit a Request for Exclusion; (b) submit a written Objection to
11 the Settlement; or (c) dispute the number of Compensable Workweeks attributed to them.

12 40. "Settlement" means the disposition of the Action pursuant to this Agreement.

13 41. "Settlement Administration Costs" means the amount to be paid to the Settlement
14 Administrator from the Gross Settlement Amount for notice and administration of this Settlement,
15 which shall not exceed twenty thousand dollars (\$20,000). Any Settlement Administration Costs
16 not incurred by the claims administrator or awarded by the Court will be added to the Net Settlement
17 Amount and will be distributed to Class Members.

18 42. "Settlement Administrator" means Phoenix Settlement Administrators. The
19 Settlement Administrator shall be responsible for, *inter alia*: (a) preparing, printing and mailing the
20 Class Notice to the Class; (b) calculating and paying the Individual Settlement Payments based on
21 the Class Information and deducting the employee payroll tax and other deductions and
22 withholdings required by law directly from the wage component of the Individual Settlement
23 Payments; (c) to the extent applicable, calculating and paying on Defendant's behalf the Employer's
24 Share of Payroll Taxes which Defendant shall pay in addition to the Gross Settlement Amount; (d)
25 receiving and reporting the Requests for Exclusion and Objections submitted by Class Members to
26 the Parties; (e) providing declaration(s) as necessary in support of preliminary and/or final approval
27 of this Settlement; (f) processing and mailing payments to Plaintiffs, Class Counsel, the LWDA,
28 and Settlement Class Members; (g) creating and maintaining a static settlement website where

relevant documents and information pertaining to the Settlement will be posted, including *inter alia*, the judgment and amended judgment if applicable; (h) providing weekly status reports to Defendant's Counsel and Class Counsel; (i) printing and providing Settlement Class Members, Plaintiff and Class Counsel with IRS Forms W-2 and/or 1099 as required under this Settlement and applicable law; and (j) any other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this Settlement Agreement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be a Settlement Administration Cost. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs. The Parties agree that they have no financial interest or other relationship with Phoenix Settlement Administrators that could create a conflict of interest. Should a conflict of interest or other issue lead to the disqualification of the selected Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

43. "Settlement Class" or "Settlement Class Members" means all Class Members who have not opted out of the Class by submitting a valid and timely Request for Exclusion.

RECITALS

44. The Action. On May 25, 2021, Plaintiff commenced this Action by filing a complaint pursuant to the Private Attorneys General Act ("PAGA"). Defendant filed a Notice of Appearance.

45. Investigation and Discovery. The Parties conducted significant investigation of the facts and law during the prosecution of the Action and before this Settlement was reached. Such discovery and investigation includes, *inter alia*, the exchange of information and documents pertaining to Plaintiff and the Class (including more than 13,000 pages of payroll, time records, leave records, and policies for the Class produced by Defendant), and meetings and informal conferences wherein the Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the law as applied to the facts of Plaintiff's claims and Defendant's potential defenses thereto.

1 46. Mediation and Settlement. On January 11, 2022, the Parties engaged in mediation
2 with Steven J. Rottman, Esq. At the conclusion of the mediation, the Parties were able to reach
3 agreement regarding the material terms for a proposed class action settlement that would fully
4 resolve this matter.

5 47. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
6 expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial
7 and any possible appeals. Plaintiff also has taken into account the uncertainty and risk of the
8 outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and
9 Class Counsel also are aware of the burdens of proof necessary to establish liability for the claims
10 asserted in the Action, both generally and in response to Defendant's defenses thereto, and the
11 difficulties in establishing damages for the Class. Plaintiff and Class Counsel also have taken into
12 account Defendant's agreement to enter into a settlement that confers substantial relief upon the
13 members of the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the
14 Settlement set forth in this Settlement Agreement is fair, adequate, and reasonable, and is in the best
15 interests of the Class.

16 48. Defendant's Reasons for Settlement. Defendant has concluded that any further
17 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
18 Defendant's time, energy, and resources have been and, unless this Settlement is completed, will
19 continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant also has taken
20 into account the risks of further litigation in reaching their decision to enter into this Settlement.
21 Defendant specifically and generally denies all of the claims asserted in the Action and all other
22 Released Claims; denies all allegations and claims as to liability, damages, penalties, interest, fees
23 and all other forms of relief; denies any and all wrongdoing of any kind whatsoever associated with
24 any of the facts or claims alleged in the Action; and makes no concessions or admissions of
25 wrongdoing or liability of any kind whatsoever. Defendant maintains that for any purpose other than
26 settlement, the Action is not suitable or appropriate for class action or representative action
27 treatment. Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth
28 in this Settlement Agreement to put to rest the claims in the Action. As to the Released Claims,

1 Defendant denied and continues to deny each of those claims. Based on the foregoing, Defendant
2 believes the Settlement set forth in this Settlement Agreement is fair, adequate and reasonable, and
3 is in the best interests of all Parties and the Class.

4 **STIPULATION AND AGREEMENT**

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

7 50. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind the
8 Plaintiffs, Settlement Class Members, PAGA Aggrieved Employees, and Defendant, subject to the
9 terms and conditions hereof.

10 51. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
11 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,
12 an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written
13 communication or disclosure between or among the Parties or their attorneys and other advisers, is
14 or was intended to be, nor shall any such communication or disclosure constitute or be construed or
15 be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230
16 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her,
17 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
18 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any
19 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
20 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
21 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
22 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
23 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
24 acknowledging party of the tax treatment or tax structure of any transaction, including any
25 transaction contemplated by this Agreement.

26 52. Class Certification. The Parties stipulate to class certification pursuant to California
27 Code of Civil Procedure § 382 for purposes of settlement only of the following class:
28

1 All individuals who worked as non-exempt employees for MasterCorp Commercial
2 Services, LLC in California during the time period of May 25, 2017 through
3 January 8, 2022.

4 If the Court does not grant either preliminary or final approval of this Settlement, the
5 Parties agree that this stipulation regarding class certification will be revoked, and the
6 Parties will return to a point in litigation immediately prior to the execution of this
7 Agreement and Defendant may assert all potentially applicable defenses in connection with
8 the Action (e.g., contest whether the Action should be maintained as a class action, contest
9 the merits of the claims being asserted in the Action, etc.).

11 53. Appointment of Class Representatives. Solely for the purposes of this Settlement,
12 the Parties stipulate and agree Plaintiff Rosa Ornelas shall be appointed as representative for the
13 Class.

14 54. Appointment of Class Counsel. Solely for the purposes of this Settlement, the Parties
15 stipulate and agree the law firm of Law Office Of Scott Ernest Wheeler shall be appointed as Class
16 Counsel for the Class.

17 55. Appointment of Settlement Administrator. Solely for the purposes of this
18 Settlement, the Parties stipulate and agree that Phoenix Settlement Administrators shall be retained
19 to serve as Settlement Administrator and shall be responsible for the duties and responsibilities set
20 forth in Paragraph 42 of this Agreement.

21 56. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
22 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
23 have this matter presented to the Court for preliminary and final approval.

24 57. LWDA Notice. Plaintiff acknowledges and agrees that she will provide notice to the
25 LWDA of this Settlement in accordance with California Labor Code § 2699(1)(2).

26 58. Release of Claims by Plaintiff. Plaintiff releases the "Released Claims by Plaintiff"
27 as of the date that the Gross Settlement Amount is fully-funded by Defendant. The Settlement
28 Administrator shall notify the Parties in writing upon receipt of the full Gross Settlement Amount.

1 59. Release of Class Claims by Settlement Class Members. Settlement Class Members
2 release the “Released Claims by Settlement Class Members” as of the date that the Gross Settlement
3 Amount is fully-funded by Defendant. The Settlement Administrator shall notify the Parties in
4 writing upon receipt of the full Gross Settlement Amount.

5 60. Release of PAGA Claims by PAGA Aggrieved Employees. PAGA Aggrieved
6 Employees release the “Released PAGA Claims” as of the date that the Gross Settlement Amount
7 is fully-funded by Defendant. The Settlement Administrator shall notify the Parties in writing upon
8 receipt of the full Gross Settlement Amount.

9 61. Settlement Administration. Within twenty (20) calendar days after the Preliminary
10 Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.
11 The Class Information shall not be disclosed to Plaintiff, Class Counsel or anyone else external to
12 the Settlement Administrator without the written consent of Defendant, except as to certain
13 information which may be necessary to enable Class Counsel to assist in resolution of, or otherwise
14 respond to, any workweek disputes or objection for Class Members that may arise.

15 62. Notice to the Class. Upon receipt of the Class Information, the Settlement
16 Administrator will perform a search based on the National Change of Address Database to update
17 and correct any known or identifiable address changes. Within fourteen (14) calendar days after
18 receiving the Class Information, the Settlement Administrator shall mail copies of the Class Notice
19 to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise
20 its best judgment to determine the current mailing address for each Class Member. The address
21 identified by the Settlement Administrator as the current mailing address shall be presumed to be
22 the best mailing address for each Class Member.

23 a. The Class Notice and Procedure Comports with Due Process. The Parties
24 agree that the notice procedures outlined in this Agreement provide the best and most practical
25 method of giving notice to the Class and fully comply with due process and all applicable laws and
26 rules.

27 b. Undeliverable Notices. Any Class Notice returned to the Settlement
28 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the

1 forwarding address affixed thereto within ten (10) calendar days. If no forwarding address is
2 provided, the Settlement Administrator shall promptly attempt to determine a correct address by use
3 of skip-tracing, or other search using the name, address and/or Social Security number of the Class
4 Member involved, and shall then perform a re-mailing, if another mailing address is identified by
5 the Settlement Administrator. If the undeliverable notice is for a currently employed Class Member,
6 the Settlement Administrator shall contact Defendant, which will then make all reasonable efforts
7 to obtain the Class Member's current mailing address within seven (7) calendar days, and provide
8 it to the Settlement Administrator. Class Members who receive a re-mailed Notice of Class
9 Settlement shall have forty-five (45) days after the postmark date of the re-mailed Notice of Class
10 Settlement to: (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement; or (c)
11 dispute the number of Compensable Workweeks attributed to them.

12 c. Disputes Regarding Individual Settlement Payments. Class Members will
13 have the opportunity, should they disagree with Defendant's records regarding the dates of
14 employment stated in the Class Notice and/or the number of Compensable Workweeks attributed to
15 them, to provide documentation and/or an explanation to show contrary information by the
16 Response Deadline. The dispute form must: (a) contain the full name, address, and telephone
17 number of the Class Member, and the last four digits of the Class Member's social security number
18 or full employee ID number; (b) contain the case name and case number; (c) a clear statement by
19 the Class Member that he or she is disputing the number of Compensable Workweeks and the basis
20 for the dispute; (d) be signed by the Class Member; and (e) be postmarked or e-mailed by the
21 Response Deadline. The date of the postmark on the return mailing envelope on the dispute form,
22 or the date the e-mail is sent, shall be the exclusive means used to determine whether it has been
23 timely submitted. If there is a dispute, the Settlement Administrator will consult with the Parties to
24 determine whether an adjustment is warranted. The Settlement Administrator shall then determine
25 the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
26 Agreement. In the absence of circumstances indicating fraud, manipulation or destruction,
27 Defendant's records shall be given a rebuttable presumption of accuracy.

1 d. Requests for Exclusion. Class Members who wish to exclude themselves
2 from the Settlement must mail to the Settlement Administrator a Request for Exclusion by the
3 Response Deadline. The Request for Exclusion must: (a) contain the full name, address, and
4 telephone number of the Class Member, and the last four digits of the Class Member's social security
5 number; (b) contain the case name and case number; (c) a clear statement by the Class Member that
6 he or she is electing to be excluded from the Settlement; (d) be signed by the Class Member; and
7 (e) be postmarked or e-mailed by the Response Deadline. The date of the postmark on the return
8 mailing envelope on the Request for Exclusion, or the date the e-mail is sent, shall be the exclusive
9 means used to determine whether it has been timely submitted. Any Class Member who requests to
10 be excluded from the Settlement Class shall not be entitled to any Individual Settlement Payment,
11 shall not release any of the Released Claims by Settlement Class Members, and shall not have any
12 right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely
13 Request for Exclusion on or before the Response Deadline shall be bound by all terms of the
14 Settlement and any Final Approval Order and Judgment entered in this Action. Settlement Class
15 Members who request exclusion will still receive their share of the PAGA Settlement.

16 e. Objections. Class Members who wish to object to the Settlement may do so
17 orally at the Final Approval Hearing without the need to submit a written Objection, or by mailing
18 to the Settlement Administrator a written Objection by the Response Deadline. The Class Notice
19 will inform Class Members that they appear at the final approval hearing by audio or video per the
20 instructions listed on the Court's website. The written Objection must: (a) contain the full name,
21 address, and telephone number of the Class Member, and the last four digits of the Class Member's
22 social security number; (b) contain the case name and case number; (c) the dates of employment of
23 the Class Member; (d) state whether the Class Member intends to appear at the final approval
24 hearing; (e) be signed by the Class Member; (f) state the basis for the Objection, including any legal
25 briefs, papers or memoranda in support of the Objection; and (g) be postmarked or e-mailed by the
26 Response Deadline. The date of the postmark on the return mailing envelope on the written
27 Objection, or the date the e-mail is sent, shall be the exclusive means used to determine whether the
28 written Objection has been timely submitted. Class Members who fail to make Objections in the

1 manner specified above shall be deemed to have waived any objections and shall be foreclosed from
2 making any objections (whether by appeal or otherwise) to the Settlement. Class Counsel shall not
3 represent any Class Members with respect to any Objections. The Settlement Administrator will
4 provide the Parties with any written Objection within seven (7) calendar days of its receipt of any
5 Objection. Plaintiff will file any and all written Objections with the Court in advance of the Final
6 Approval Hearing.

7 63. Funding Gross Settlement Amount. Within thirty (30) calendar days of the Effective
8 Date, Defendant shall wire transfer the full Gross Settlement Amount, plus the Employer's Share of
9 Payroll Taxes (to the extent applicable), to the Settlement Administrator.

10 64. Allocation of Settlement. Individual Settlement Payments will be paid from the Net
11 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual
12 Settlement Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
13 last known mailing address.

14 a. The Settlement Administrator shall calculate the Total Compensable
15 Workweeks for all Settlement Class Members based on the Class Information. The respective
16 Compensable Workweeks for each Settlement Class Member will be divided by the Total
17 Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each
18 Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied
19 by the Net Settlement Amount to determine his or her Individual Settlement Payment.

20 b. The Settlement Administrator shall calculate the total PAGA Workweeks for
21 all PAGA Aggrieved Employees based on the Class Information. The respective PAGA
22 Workweeks for each PAGA Aggrieved Employee will be divided by the total PAGA Workweeks
23 for all PAGA Aggrieved Employees, resulting in the PAGA Payment Ratio for each PAGA
24 Aggrieved Employee. Each PAGA Aggrieved Employee's PAGA Payment Ratio will then be
25 multiplied by \$15,000 to determine his or her Individual PAGA Payment.

26 c. Individual Settlement Payments due to each Settlement Class Member shall
27 be designated as follows:
28

1 1. Thirty-three percent (33%) of the Individual Settlement Payment
2 shall represent payment for alleged unpaid wages. This payment shall be subject to the withholding
3 of all applicable local, state, and federal taxes. Applicable payroll taxes and/or contributions will
4 be deducted from the amount paid to Settlement Class Members. The Settlement Administrator will
5 issue a W-2 Form to each Settlement Class Member in relation to this payment.

6 2. Sixty-seven percent (67%) of the Individual Settlement Payment shall
7 represent payment of all penalties and interest. This payment will not be subject to withholding of
8 local, state, and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each
9 Settlement Class Member in relation to this payment.

10 d. Un-Negotiated Settlement Checks. Uncashed Settlement Checks. Individual
11 Settlement Payment checks shall remain negotiable for one hundred and twenty (120) days from the
12 postmark date of issuance. If the Settlement Check is not cashed, deposited, or otherwise negotiated
13 within the 120-day deadline, the check will be voided, and the funds associated with any such voided
14 checks shall be distributed to the State of California Controller's Office, Unclaimed Property
15 Division, in the name of the affected Class Member.

16 e. Certification by Settlement Administrator. The Parties have the right to
17 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
18 Administrator concerning the administration of the Settlement will be resolved by the Court, under
19 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
20 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
21 completion of administration of the Settlement, the Settlement Administrator shall provide written
22 certification of such completion to counsel for the Parties, and which shall be filed with the Court
23 as necessary.

24 f. Settlement Awards Do Not Trigger Additional Benefits. All monies received
25 by Settlement Class Members shall be deemed to be income to such Settlement Class Members
26 solely in the year in which such awards actually are received by the Settlement Class Members. It
27 is expressly understood and agreed that the receipt of such Individual Settlement Payments will not
28 entitle any Settlement Class Member to additional compensation or benefits under any of

1 Defendant's compensation or benefit plans or agreements in place during the period covered by the
2 Settlement, nor will it entitle any Settlement Class Member to any increased pension and/or
3 retirement, or other deferred compensation benefits. It is the intent of this Settlement that any
4 Individual Settlement Payments provided for in this Agreement are the sole payments to be made
5 by Defendant to the Settlement Class Members in connection with this Settlement, and that the
6 Settlement Class Members are not entitled to any new or additional compensation or benefits as a
7 result of having received the Individual Settlement Payments (notwithstanding any contrary
8 language or agreement in any benefit or compensation plan document that might have been in effect
9 during the period covered by this Settlement).

10 g. Class Representative Service Award. Defendant agrees not to oppose or
11 object to a Class Representative Service Award in the total amount of up to \$6,000 for the named
12 Plaintiff, subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099 –
13 MISC to Plaintiff in connection with the Class Representative Service Award payments. Plaintiff
14 shall be solely and legally responsible to pay any and all applicable taxes on her Class Representative
15 Service Award and shall hold harmless Defendant and Class Counsel from any claim or liability for
16 taxes, penalties, or interest arising as a result of the Class Representative Service Award payment.
17 The Class Representative Service Award shall be in addition to Plaintiff's Individual Settlement
18 Payments and Individual PAGA Payments. This Settlement is not contingent upon the Court
19 awarding Plaintiff a Class Representative Service Award in any amount. Any amounts requested by
20 Plaintiff for the Class Representative Service Award that is not granted by the Court shall return to
21 the Net Settlement Amount and be distributed to Settlement Class Members as provided in this
22 Agreement.

23 h. Class Counsel Award. Defendant agrees not to oppose or object to any
24 application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross
25 Settlement Amount, or One Hundred Sixteen Thousand Five Hundred Dollars and Zero Cents
26 (\$116,500.00). Defendant further agrees not to oppose any application or motion by Class Counsel
27 for the reimbursement of any costs or expenses associated with Class Counsel's prosecution of this
28 matter from the Gross Settlement Amount not to exceed Twenty Thousand Dollars (\$20,000.00).

1 Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment
2 made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 –
3 MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not
4 contingent upon the Court awarding Class Counsel any particular amount in attorneys’ fees and
5 costs. Any amount requested by Class Counsel for the Class Counsel Award that is not granted by
6 the Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members
7 as provided in this Agreement.

8 i. Settlement Administration Costs. The Settlement Administrator shall be paid
9 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
10 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
11 Twenty Thousand Dollars (\$20,000). Any amount requested by Class Counsel for the Settlement
12 Administration Costs that is not granted by the Court shall return to the Net Settlement Amount and
13 be distributed to Settlement Class Members as provided in this Agreement.

14 j. Payment to the LWDA. Sixty Thousand Dollars (\$60,000.00) from the Gross
15 Settlement Amount will be allocated to penalties under the Private Attorneys General Act of 2004.
16 Seventy-five percent (75%) of that amount, or Forty-Five Thousand Dollars (\$45,000.00), will be
17 paid to the LWDA and twenty-five percent (25%) of that amount, or Fifteen Thousand Dollars
18 (\$15,000.00), will be paid to the PAGA Aggrieved Employees. This payment is made pursuant to
19 California Labor Code § 2699(i).

20 k. Settlement Accounting. No more than ten (10) calendar days after the Final
21 Approval Order, the Settlement Administrator will provide the Parties with an accounting of all
22 anticipated payments, including: (a) the total amount of Individual Settlement Payments and
23 employer-side taxes thereon; (b) the PAGA Award; (c) Class Representative Service Award; (d) the
24 Class Counsel Award; and (e) the Settlement Administration Costs, all as specified in this Settlement
25 Agreement and approved by the Court.

26 65. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
27 Class Members, Individual PAGA Payments to Aggrieved Employees, the Class Representative
28 Service Award, the Class Counsel Award, Settlement Administration Costs, and payment to the

1 LWDA, shall all be distributed by the Settlement Administrator within thirty (30) calendar days of
2 receipt by the Settlement Administrator of the Gross Settlement Amount from Defendant. No person
3 shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Settlement Class Members,
4 PAGA Aggrieved Employees, Class Counsel, or the Settlement Administrator based on
5 distributions and payments made in accordance with this Agreement.

6 66. Number of Workweeks. Prior to the mediation, Defendant represented that there are
7 428 Class Members who have worked approximately 7,675 Pay Periods during the Class Period.
8 This is a material representation, and if at the time Defendant provides the Class Information to the
9 Settlement Administrator it is discovered that Class Members have worked 8,442 Pay Periods or
10 more during the Class Period (a 10% increase), then the Parties stipulate that the Class Period shall
11 end on the date one calendar day immediately prior to the date that the 8,442nd Pay Period threshold
12 is met, notwithstanding the definition of the Class Period in Paragraph 8 of this Agreement.

13 67. Final Settlement Approval. Upon expiration of the Response Deadline, a Final
14 Approval Hearing shall be conducted by the Court to determine whether to give final approval to
15 the Settlement and enter the Final Approval Order and Judgment.

16 68. Nullification of Settlement Agreement. In the event: (a) the Court does not enter the
17 Order for preliminary approval of the Settlement; (b) the Court does not finally approve the
18 Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein;
19 (d) ten (10) percent of the Class Members opt-out of the Settlement – Defendant's right to cancel
20 terminates thirty (30) after receipt of the opt-out data from the Settlement Administrator); or (e) the
21 Settlement does not become final for any other reason, this Settlement Agreement shall be null and
22 void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated
23 as void from the beginning. In such cases, the Parties and any funds to be awarded under this
24 Settlement shall be returned to their respective statuses as of the date and time immediately prior to
25 the execution of this Agreement and the Parties shall proceed in all respects as if this Agreement
26 had not been executed, except that any fees already incurred by the Settlement Administrator shall
27 be paid by Defendant. In the event an appeal is filed from the Court's Final Approval Order and
28 Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed

1 pending final resolution of the appeal or other appellate review, and any fees incurred by the
2 Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final
3 Approval Order and Judgment, or any other appellate review, shall be paid to the Settlement
4 Administrator by the party or person that filed the appeal, within thirty (30) calendar days of said
5 notification.

6 69. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
7 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
8 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
9 holiday pay, retirement plans, etc.) of Plaintiffs or Settlement Class Members.

10 70. No Admission by Defendant. Defendant denies any and all claims alleged in this
11 Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or
12 admission, and shall not be used against Defendant as an admission or indication with respect to any
13 claim of any fault, concession, or omission by any Defendant.

14 71. Confidentiality. Defendant, Plaintiff and Class Counsel will not publicize the
15 Settlement in any way, including but not limited to in the form of press releases or on counsel's firm
16 websites, except as follows: Nothing in this Memorandum shall preclude Plaintiff's Counsel from
17 communicating with members of the Settlement Class after preliminary approval, and after
18 preliminary approval Plaintiff's Counsel is permitted to post court-filed documents on their website
19 for viewing by the Settlement Class, and Plaintiff's counsel may refer to this case in their CV's or
20 other similar documents that are filed with a court or in another legal forum relating to counsel's
21 prior experience and qualifications.

22 72. Exhibits and Headings. The terms of this Settlement Agreement include the terms
23 set 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 the Settlement. The descriptive
25 headings of any paragraphs or sections of this Agreement are inserted for convenience of reference
26 only and do not constitute a part of this Agreement.

1 73. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
2 except such proceedings necessary to implement and complete the Settlement, holding the Action
3 in abeyance pending the final approval hearing to be conducted by the Court.

4 74. Amendment or Modification. This Agreement may be amended or modified only by
5 a written instrument signed by counsel of record for all Parties, subject to the approval of the Court.

6 75. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
7 the entire Agreement among these Parties, and no oral or written representations, warranties, or
8 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
9 representations, warranties, and covenants contained and memorialized in the Agreement and its
10 Exhibits.

11 76. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
12 and represent they are expressly authorized by the Parties whom they represent to negotiate this
13 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
14 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
15 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
16 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
17 unable to reach agreement on the form or content of any document needed to implement the
18 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
19 of this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such
20 disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant
21 that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
22 warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or
23 part of a claim, covered by this Settlement to a third-party.

24 77. Binding on Successors and Assigns. This Agreement shall be binding upon, and
25 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

26 78. California Law Governs. All terms of this Settlement Agreement and the Exhibits
27 hereto shall be governed by and interpreted according to the laws of the State of California.
28

1 79. Counterparts and Signatures. This Settlement Agreement may be executed in one or
2 more counterparts. All executed counterparts and each of them shall be deemed to be one and the
3 same instrument. The Parties agree that a facsimile, PDF, or electronic signatures shall be deemed
4 to be as valid and enforceable as original ink signatures. The Parties further agree that they may use
5 DocuSign, an electronic signature technology, to expedite the execution of this Agreement, pursuant
6 to California Civil Code § 1633.7.

7 80. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
8 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this
9 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
10 and potential.

11 81. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure § 664.6,
12 the Court shall retain jurisdiction with respect to the interpretation, implementation, and
13 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
14 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court
15 for purposes of interpreting, implementing, and enforcing the Settlement embodied in this
16 Agreement and all orders and judgments entered in connection therewith. All terms of this
17 Settlement Agreement are subject to approval by the Court.

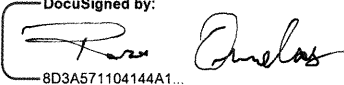
18 82. Invalidity of Any Provision. Before declaring any provision of this Settlement
19 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
20 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
21 and enforceable.

22 83. Enforcement Action. In the event that one more of the Parties institutes any legal
23 action or other proceeding against any other Party or Parties to enforce the provisions of this
24 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the
25 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties
26 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
27 enforcement action.

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By: Defendant Mastercorp Commercial Services, LLC

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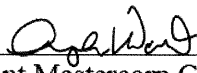
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By: _____
Plaintiff Rosa Ornales

Dated: 2/4/2022

By: 
Defendant Mastercorp Commercial Services,
LLC

Name: Angela Ward

Title: Corporate General Counsel

1 **APPROVED AS TO FORM ONLY:**

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4 Dated: 2/3/22

THE LAW OFFICE OF SCOTT E. WHEELER

By: 

Scott E. Wheeler

Counsel for Plaintiffs and the Putative Class

8 TAYLOR ENGLISH DUMA LLP

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10 Dated: _____

By: _____

Bryan Paul Tyson

Alisa P. Cleek

*Counsel for Defendant Mastercorp Commercial
Services, LLC*

1 APPROVED AS TO FORM ONLY:
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THE LAW OFFICE OF SCOTT E. WHEELER

4 Dated: _____
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By: _____
Scott E. Wheeler

Counsel for Plaintiffs and the Putative Class

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8 TAYLOR ENGLISH DUMA LLP

9 Dated: 2.7.2022
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By: Alisa P. Cleek
Bryan Paul Tyson
Alisa P. Cleek

*Counsel for Defendant Mastercorp Commercial
Services, LLC*