

David D. Bibiyan (Cal. Bar No. 287811)

*david@tomorrowlaw.com*

Jeffrey D. Klein (Cal. Bar No. 297296)

*jeff@tomorrowlaw.com*

**BIBIYAN LAW GROUP, P.C.**

8484 Wilshire Blvd. Suite 500

Beverly Hills, CA 90211

Telephone: (310) 438-5555

Facsimile: (310) 300-1705

Attorneys for Plaintiffs RENEE J. MONTOYA; CINDY L. BRAKEBILL; JACOB R. MONTOYA, as individuals and on behalf of all employees similarly situated,

**ADDITIONAL ATTORNEY INFORMATION ON THE FOLLOWING PAGE:**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

**SPRING STREET COURTHOUSE**

RENEE J. MONTOYA, CINDY L.  
BRAKEBILL and JACOB R. MONTOYA,  
as individuals and on behalf of all others  
similarly situated,

Plaintiff,

v.

REMO, INC., a California Corporation;  
EMPLOYBRIDGE, LLC, a California  
limited liability company; REAL TIME  
STAFFING SERVICES, LLC, a California  
limited liability company; and DOES 1  
through 100, inclusive,

Defendants.

Case No. 20STCV34614

Related to Case No. 20STCV37581

**CLASS ACTION**

**FIRST AMENDED STIPULATION OF  
CLASS AND REPRESENTATIVE  
SETTLEMENT**

*[Assigned for all purposes to:  
Hon. Maren E. Nelson, Dept. 017]*

Complaint Filed: September 11, 2020  
Trial Date: Not Set

1 Kevin Mahoney (SBN: 235367)  
2 kmahoney@mahoney-law.net  
3 **MAHONEY LAW GROUP, APC**  
4 249 East Ocean Boulevard, Suite 814  
5 Long Beach, CA 90802  
6 Telephone: (562) 590-5550  
7 Facsimile: (562) 590-8400

8 Justin Lo, Esq. (SBN: 280102)  
9 Justin@WorkLawyers.com  
10 Berkeh Alemzadeh (SBN: 324834)  
11 beyonca@caworklawyer.com  
12 **Work Lawyers PC**  
13 22939 Hawthorne Blvd, Suite 202  
14 Torrance, CA 90505  
15 Telephone No.: (424) 355-8335  
16 Facsimile No.: (424) 248-2944

17 Attorneys for Plaintiff SOLEDAD MARRON, as an individual and on behalf of all employees  
18 similarly situated, in Related Case No. 20STCV37581

19 John L. Viola, Esq.  
20 jviola@thompsoncoburn.com  
21 Keith J. Rasher, Esq.  
22 krasher@thompsoncoburn.com  
23 **THOMPSON COBURN LLP**  
24 10100 Santa Monica Boulevard  
25 Suite 500  
26 Los Angeles, CA 90067  
27 Telephone: (818) 388-0802  
28 Facsimile: (310) 282-2501

Attorneys for Defendants REMO INC.; and REMO INTERNATIONAL INC.

1        **STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

2        IT IS HEREBY STIPULATED, by and between Plaintiffs, Renee Montoya, Jacob  
3 Montoya, Cindy Brakebill, and Soledad Marron, on behalf of themselves and the Settlement Class  
4 Members on the one hand, and Defendants Remo Inc., and Remo International Inc., on the other  
5 hand; and subject to the approval of the Court, that the above-captioned action, and Related Case  
6 No. 20STCV37581 are hereby being compromised and settled pursuant to the terms and  
7 conditions set forth in this Joint Stipulation of Class and Representative Action Settlement (the  
8 "Settlement").

9        **1. DEFINITIONS**

10       Capitalized terms used in this Settlement shall have the meanings set forth below:

11       1.1. "Actions" shall mean the lawsuits pending in the Superior Court of the State of  
12 California, County of Los Angeles, entitled *Renee J. Montoya, et al. v. Remo, Inc., et al.*, Case  
13 No. 20STCV34614 ("Montoya Class Action" or "Action"), *Renee Montoya, et al. v. Remo, Inc.,*  
14 *et al.*, Case No 20STCV41176 ("Montoya PAGA Action"), and *Soledad Marron v. Remo Inc. et*  
15 *al.*, Case No. 20STCV37581 ("Soledad Action").

16       1.2. "Settlement Administrator" means Phoenix Settlement Administrators.

17       1.3. "Settlement Administration Costs" means the amount to be paid to the third-party  
18 Settlement Administrator to administer the Settlement, not to exceed Twenty Thousand Dollars  
19 (\$20,000.00).

20       1.4. "Class Counsel" means David D. Bibiyan and Jeffrey Klein of Bibiyan Law  
21 Group; Kevin Mahoney of Mahoney Law Group, APC; and Justin Lo and Berkeh Alemzadeh of  
22 Work Lawyers PC.

23       1.5. "Class Counsel Award" means reasonable attorneys' fees for Class Counsel's  
24 litigation and resolution of this Action in a Gross Settlement Amount of one-third of the  
25 Settlement which, unless escalated as set forth in this Agreement, shall be Three Hundred  
26 Thousand Dollars and Zero Cents (\$300,000.00). The Court shall determine the amount of the  
27 Class Counsel Award, and it shall be paid from the Gross Settlement Amount.

28       ///

1           1.6. "Class Counsel Costs" means expenses incurred by Class Counsel for Class  
2 Counsel's litigation and resolution of this Action, not to exceed Thirty Thousand Dollars and Zero  
3 Cents (\$30,000.00). The Court shall determine the amount of the Class Counsel Costs, and it  
4 shall be paid from the Gross Settlement Amount.

5           1.7. "Class Information" means information regarding Settlement Class Members that  
6 Defendants REMO INC., and REMO INTERNATIONAL INC. will in good faith compile from  
7 their records and provide to the Settlement Administrator. Class Information shall be provided  
8 as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member's full name;  
9 last known address; last four (4) digits of social security number; employee identification number;  
10 and the total number of workweeks each Settlement Class Member worked for Defendants during  
11 the Class Period.

12           1.8. "Class Period" means the period from September 11, 2016, through and including  
13 the date the Court grants Preliminary Approval of the Settlement.

14           1.9. "Class Representative Enhancement Award" means the amount that the Court  
15 authorizes to be paid to the Class Representatives, Renee Montoya, Jacob Montoya, Cindy  
16 Brakebill, and Soledad Marron, not to exceed Five Thousand Dollars (\$5,000.00), each, in  
17 addition to their Individual Settlement Payments and Individual PAGA Payments (as applicable),  
18 for their service in connection with being the Class Representatives. The Class Representative  
19 Enhancement Awards shall be paid from the Gross Settlement Amount. Any portion of the  
20 requested Class Representative Enhancement Awards that are not awarded to Plaintiffs shall be  
21 part of the Net Settlement Amount.

22           1.10. "Court" means the Superior Court of the State of California for the County of Los  
23 Angeles.

24           1.11. "Defendants" means REMO INC. and REMO INTERNATIONAL INC., and all  
25 of their current and former parents, owners, subsidiaries, predecessors and successors, and each  
26 of their respective officers, directors, partners, shareholders and agents, and any other successors,  
27 assigns.

28       ///

1 1.12. "Defendant's Counsel" means John L. Viola, and Keith Rasher of Thompson  
2 Coburn LLP.

3 1.13. "Effective Date" means the date on which all of the following have occurred: the  
4 Court has entered an order granting final approval of the settlement, the Judgment and order  
5 granting final approval have become Final, and Defendants pay the full Gross Settlement  
6 Amount and Employer's Taxes to the Settlement Administrator as agreed upon herein. For  
7 purposes of this provision, "Final" means: if no objections to the settlement are filed and/or are  
8 filed and withdrawn, the date the Court enters its order granting final approval of the settlement  
9 and Judgment in the Action; if any objections to the settlement are filed and not withdrawn, and  
10 if no appeal, review or writ is sought from the Judgment, the sixty-fifth (65th) day after entry of  
11 Judgment; or if rehearing, reconsideration and/or appellate review of the Judgment is sought, the  
12 day after any and all avenues of rehearing, reconsideration and appellate review have been  
13 exhausted and no further rehearing, reconsideration or appellate review is permitted, and the time  
14 for seeking such review has expired, and the Judgment has not been modified, amended or  
15 reversed in any way

16 1.14. "Plaintiffs" or "Class Representatives" means Plaintiffs Renee Montoya, Jacob  
17 Montoya, Cindy Brakebill and Soledad Marron.

18 1.15. "Employers" means Defendants Remo Inc. and Remo International Inc., and all of  
19 their current and former parents, owners, subsidiaries, predecessors and successors, and each of  
20 their respective officers, directors, joint venturers, partners, employees, shareholders and agents,  
21 and any other successors, assigns, or legal representatives.

22 1.16. "Employee Taxes" means the employee's share of any and all applicable federal,  
23 state, and local payroll taxes on the portion of Participating Class Members' Individual  
24 Settlement Payment that constitutes wages. The Employee Taxes will be paid out of the Net  
25 Settlement Amount.

26 1.17. "Employer Taxes" means the employer's share of any and all applicable federal,  
27 state, and local payroll taxes on the portion of Participating Class Members' Individual  
28 Settlement Payment that constitutes wages. The Employer Taxes will be paid separately by the

1 Employer and shall not be paid out of the Gross Settlement Amount.

2 1.18. "Final Approval Hearing" means the hearing held by the Court, pursuant to class  
3 action procedures and requirements, on the motion for final approval of the Settlement.

4 1.19. "Final Approval Date" means the date on which the Court grants final approval of  
5 the Settlement.

6 1.20. "Final Judgment" means the Court's entry of an order of judgment in this Action  
7 following the Court's final approval of the Settlement.

8 1.21. "Gross Settlement Amount" means the total amount Defendants shall have to pay  
9 in connection with this Settlement, by way of a common fund, which shall be inclusive of all  
10 Individual Settlement Amounts to Participating Class Members, Individual PAGA Payments to  
11 Aggrieved Employees (as defined herein), Class Counsel Award, Class Counsel Costs,  
12 Settlement Administrator Costs, Class Representative Enhancement Awards, Employee Taxes,  
13 and the LWDA Payment (defined herein). Subject to Court approval and the terms of this  
14 Settlement, the Gross Settlement Amount Defendants shall be required to pay is Nine Hundred  
15 Thousand Dollars (\$900,000.00), unless the same is escalated pursuant to this Agreement. No  
16 portion of the Gross Settlement Amount will revert to Defendants, and the Settlement does not  
17 require Participating Class Members to submit claims as a prerequisite to receiving their  
18 Individual Settlement Payment. This settlement sum is based on Defendants' representation that  
19 the class size is approximately one hundred seventy-three (173) individuals. Defendant shall not  
20 be required to pay more than the Gross Settlement Amount, subject to the escalation clause listed  
21 below in Section 3.35. Under no other circumstances shall Defendant be required to pay more  
22 than the Gross Settlement Amount except as provided for in this Settlement.

23 1.22. "Individual Settlement Payment" means the amount payable to each Participating  
24 Class Member, as calculated pursuant to Paragraph 3.23 of the Settlement, from the Net  
25 Settlement Amount. Checks for Individual Settlement Payments will specifically indicate that  
26 they are void if not negotiated within one hundred eight (180) days of their issuance.

27 1.23. "PAGA Allocation" refers to the allocation of the Gross Settlement Amount  
28 attributed to PAGA penalties. Of that amount, Fifteen Thousand Dollars and Zero Cents

1 (\$15,000.00) will be paid to the Labor and Workforce Development Agency ("LWDA")  
2 representing seventy-five percent (75%) of the PAGA Allocation ("LWDA Payment"), while  
3 Five Thousand Dollars and Zero Cents (\$5,000.00), representing twenty-five percent (25%) of  
4 the PAGA Allocation, will be paid to Class Members working during the PAGA Period in the  
5 prorated amounts stated below in section 3.23, with the time period defined as July 27, 2019  
6 through the date of preliminary approval ("Aggrieved Employees").

7 1.24. "Net Settlement Amount" means the Gross Settlement Amount, less (i) the Class  
8 Representative Payment approved by the Superior Court (not to exceed \$5,000.00) to each  
9 Plaintiff, for a total of Twenty Thousand Dollars (\$20,000.00); (ii) the Class Counsel Fees  
10 Payment approved by the Superior Court (not to exceed one-third of the Gross Settlement  
11 Amount, which, unless escalated, shall be Thirty Thousand Dollars (\$30,000.00); (iii) the Class  
12 Counsel Litigation Expenses Payment approved by the Superior Court (not to exceed Thirty  
13 Thousand Dollars (\$30,000.00) (iv) the LWDA Payment; (v) the Settlement Administrator  
14 Payment (not to exceed Twenty Thousand Dollars (\$20,000), (vi) any other fees or expenses  
15 (other than Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment)  
16 incurred by implementing the terms and conditions of this Agreement as approved by the Superior  
17 Court.

18 1.25. "Non-Participating Class Member" shall mean a Class Member who submits a  
19 complete, valid and timely request to be excluded from the Settlement pursuant to the instructions  
20 provided in the Class Notice and/or who has signed a release with Defendant to resolve any claims  
21 as alleged in the Action.

22 1.26. "Notice of Objection" means a written statement of objection to the Settlement  
23 made and signed by a Settlement Class Member and includes the following: (1) the full name of  
24 the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3)  
25 the last four (4) digits of the Settlement Class Member's Social Security number and/or the  
26 Employee ID number; (4) the basis for the objection; and, (5) whether the Settlement Class  
27 Member intends to appear at the Final Approval Hearing.

28 ///

1 1.27. "Notice of Settlement" means the Notice of Proposed Class Action Settlement  
2 (substantially in the form attached hereto as **Exhibit "A"**). This Notice shall be provided in both  
3 English and Spanish.

4 1.28. "Operative Complaint" shall refer to the First Amended Complaint in the Action.

5 1.29. "Participating Class Members" means all Settlement Class Members who do not  
6 submit a valid and timely Request for Exclusion.

7 1.30. "Parties" means Plaintiffs and Defendants collectively, and "Party" shall mean any  
8 Plaintiff or any Defendant, individually.

9 1.31. "Plaintiffs' General Released Claims" means, in addition to the releases made by  
10 Participating Class Members, Plaintiffs, on behalf of themselves, their heirs, successors, assigns,  
11 executors, trustees, and estates, in exchange for the terms and conditions of this Agreement,  
12 including the Class Representative Enhancement Awards requested or as otherwise authorized by  
13 the Court, shall also, as of the Effective Date, fully and forever release the Released Parties, to  
14 the full extent permitted by law, of and from any and all claims arising from their employment  
15 with Defendants, known and unknown, asserted and unasserted, which Plaintiffs had or may have  
16 had against the Released Parties, whether sounding in tort, in contract, in law, in equity or  
17 otherwise, and including but not limited to all claims for violation of any local, state, or federal  
18 statute, rule, or regulation. Plaintiffs' General Released Claims shall exclude claims of Renee  
19 Montoya and Jacob Montoya arising under the Fair Employment and Housing Act, the California  
20 Family Rights Act, intentional infliction of emotional distress, and wrongful termination in  
21 violation of public policy.

22 1.32. "Preliminary Approval Date" means the date the Court enters the Preliminary  
23 Approval Order for the Settlement.

24 1.33. "Preliminary Approval Order" means the Proposed Order for preliminary approval  
25 of the Settlement.

26 1.34. "Released Claims" means any and all claims against the Released Parties asserted  
27 in the Operative Complaint in the Action, and any and all claims that may be asserted against  
28 the Released Parties based on the factual allegations in the the Operative Complaint in the



1 Action, as follows: For the duration of the Class Period, the release includes: (a) all claims for  
2 failure to pay overtime wages and for failure to properly calculate overtime wages; (b) all claims  
3 for failure to pay minimum wages, straight time wages, bonus, commissions, or incentive  
4 compensation, and for failure to properly calculate minimum wages, straight time wages, bonus,  
5 commissions, or incentive compensation; (c) all claims for failure to provide compliant meal and  
6 rest periods and associated premium pay, or to properly calculate and/or pay premium pay in  
7 lieu of meal and rest periods; (d) all claims for the failure to timely pay wages upon termination;  
8 (e) all claims for non-compliant, incomplete, and/or inaccurate wage statements; (f) all claims  
9 for failure to reimburse or indemnify for business expenses or losses incurred; (g) all claims for  
10 failure to maintain accurate records; (h) all claims asserted through California Business &  
11 Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the  
12 Operative Complaint in the Action; (i) any other claims or penalties under the wage and hour  
13 laws pleaded in the Operative Complaint in the Action; (j) all damages, penalties, interest and  
14 other amounts recoverable under the causes of action alleged in the the Operative Complaint in  
15 the Action under California law, to the extent possible, including but not limited to the California  
16 Labor Code, the Fair Labor Standards Act, 29 USC § 201, *et seq.* ("FLSA")<sup>1</sup>, the California  
17 Industrial Welfare Commission Wage Orders, as to the facts alleged in the Operative Complaint  
18 in the Action, the applicable wage orders as to the facts alleged in the the Operative Complaint  
19 in the Action, and the California Unfair Competition Law . For Aggrieved Employees, the  
20 release includes, for the duration of the PAGA Period, all claims for civil penalties under PAGA  
21 arising out of Labor Code Sections 210, 226.3, 558, 1197.1, and 2699 based on the factual  
22 allegations and Labor Code sections alleged to have been violated in the notices filed with the  
23 LWDA under Labor Code section 2699.3, which includes, without limitation, Labor Code  
24 sections 200, 201, 202, 203, 204, 226, 246, 404, 432, 510, 1174, 1194, 1197, 1198.5, 2802, and  
25 2810.5.

26 ///

27  
28 <sup>1</sup> The release extends to the FLSA only insofar as a Class Member timely cashes his or her Individual Settlement Payment check. Only in such an instance will he or she be deemed to have opted into the action for the purposes of the FLSA and thereby waived and released any claims he or she may have under the FLSA.

1 1.35. "Released Parties" means Remo Inc., Remo International Inc., and current and  
2 former parents, owners, subsidiaries, predecessors and successors, and each of their respective  
3 officers, directors, partners, shareholders and agents, joint venturers, employees and any other  
4 successors, assigns.

5 1.36. "Request for Exclusion" means a Settlement Class Member's completed Request  
6 for Exclusion form to opt out of the Settlement.

7 1.37. "Response Deadline" means the date forty-five (45) days after the Settlement  
8 Administrator mails Notice Packets to Settlement Class Members, and shall be the last date on  
9 which Settlement Class Members may: (a) postmark Requests for Exclusion from the Settlement,  
10 or (b) postmark Notices of Objection to the Settlement.

11 1.38. "Settlement" means the terms of this Stipulation of Class and Representative  
12 Action Settlement.

13 1.39. "Settlement Class Member(s)" or "Settlement Class" means all non-exempt,  
14 hourly-paid employees, currently and formerly employed by Defendants, in the State of  
15 California during the Class Period. Aggrieved Employees are included in this Settlement Class.

16 **RECITALS**

17 2.1. Class Certification. The Parties stipulate and agree to the certification of this  
18 Action for purposes of this Settlement only. Should the Settlement not become final and effective,  
19 class certification shall immediately be set aside (subject to further proceedings on motion of any  
20 party to certify or deny certification thereafter), the Settlement shall be deemed null and void, and  
21 will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose  
22 whatsoever. The Parties' willingness to stipulate to class certification as part of the Settlement  
23 shall have no bearing on and shall not be admissible in or considered in connection with, the issue  
24 of whether a class should be certified in a non-settlement context in the Actions, and shall have  
25 no bearing on and shall not be admissible or considered in connection with the issue of whether  
26 a class should be certified in any other lawsuit.

27 ///

28 ///

1           2.2.     Procedural History. On July 27, 2020, Plaintiffs Renee Montoya, Cindy Brakebill  
2 and Jacob Montoya filed a notice with the LWDA to seek civil penalties for various Labor Code  
3 violations. On September 24, 2020, Plaintiff Soledad Marron filed an LWDA Notice for various  
4 violations of the Labor Code, including §201, 202, 203, 204, 221-225.5, 226, 226.7, 510, 1174,  
5 1194, 1197, 2802 and Industrial Welfare Commission Order No.1-2001 ("Wage Order 1). On  
6 September 11, 2020, Plaintiffs Renee Montoya, Cindy Brakebill and Jacob Montoya filed the  
7 Montoya Class Action in Los Angeles Superior Court alleging: failure to pay overtime and  
8 minimum wages; failure to provide meal breaks, rest breaks, or compensation in lieu thereof;  
9 waiting time penalties; wage statement violations; failure to indemnify work expenses; and unfair  
10 competition. On October 27, 2020, they filed the Montoya PAGA Action for civil penalties under  
11 PAGA. On September 30, 2020, Plaintiff Soledad Marron filed a class action Complaint against  
12 Defendants Remo Inc. and Remo International Inc. alleging some of the above-referenced wage  
13 and hour violations.

14           2.3.     Settlement Negotiations. On April 26, 2021, the Parties participated in a private  
15 mediation session with Paul Grossman, Esq., an experienced mediator in the field of wage and  
16 hour class actions. Prior to the mediation, Class Counsel conducted extensive informal discovery  
17 and investigation during the prosecution of the Action. The informal discovery and investigation  
18 included, among other things: (1) inspection and analysis of employee documents and data,  
19 including personnel files, the time and payroll records for the putative class up through mediation,  
20 employment policies and procedures, and other relevant documents; (2) evaluation of legal  
21 positions taken by Plaintiffs and Defendants; (3) evaluation of potential class-wide damages and  
22 PAGA penalties; and (4) review and research of applicable law with respect to the claims brought  
23 by Plaintiffs and the potential claims and potential defenses brought by Defendants. Class  
24 Counsel has vigorously prosecuted this Class Action, and Defendants have vigorously defended  
25 it. The Parties have engaged in sufficient informal discovery, evaluation, and investigation to  
26 assess the relative merits of the claims and contentions of the Parties. Based on this information  
27 and the settlement discussions during the mediation conducted at arm's length, the Parties came  
28 to an agreement on April 26, 2021 at mediation. The settlement is the result of an informed and

1 detailed evaluation of the potential liability of total exposure in relation to the costs and risks  
2 associated with continued litigation of the Action.

3       2.4.     Benefits of Settlement to Settlement Class Members. Plaintiffs and Class Counsel  
4 recognize the length of continued proceedings necessary to litigate their disputes through  
5 certification, trial, and any possible appeal. Plaintiffs and Class Counsel have also taken into  
6 account the uncertainty and risk of the outcome of further litigation, the difficulties and delays  
7 inherent in such litigation, including, but not limited to, the risks related to a contested motion for  
8 class certification, and the risks related to liability raised by the issues in this case. 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 and the difficulties in establishing damages for the Settlement Class  
11 Members. Plaintiffs and Class Counsel have also taken into account Defendants' agreement to  
12 enter into a settlement that confers substantial relief upon Settlement Class Members. Based on  
13 the foregoing, Plaintiffs and Class Counsel have determined that this Settlement is a fair,  
14 adequate, and reasonable, and is in the best interests of the Settlement Class Members.

15       2.5.     Defendants' Denial of Wrongdoing and Liability and Reasons for Settlement.  
16 Defendants contend that the Settlement Class Members were properly and timely paid all wages  
17 owed, including, but not limited to, all straight time and overtime, were properly reimbursed for  
18 expenses and losses, and were provided meal and rest periods as required under California law.  
19 However, Defendants have concluded that any further defense of this litigation would be  
20 protracted and expensive for all Parties. Substantial amounts of time, energy and resources of  
21 Defendants have been and, unless this Settlement is made, will continue to be devoted to the  
22 defense of the claims asserted by Plaintiffs and Settlement Class Members. Defendants also have  
23 taken into account the risks of further litigation in reaching their decision to enter into this  
24 Settlement. Defendants have concluded that further proceedings in the Action would be  
25 protracted and expensive and that it is desirable that the Action be fully and finally settled in the  
26 manner and upon the terms and conditions set forth in this Settlement in order to dispose of  
27 burdensome and protracted litigation, to permit the operation of Defendants' business without  
28 further expensive litigation and the distraction and diversion of its personnel with respect to

1 matters at issue in the Actions. Defendants also have taken into account the uncertainty and risks  
2 inherent in any litigation, especially in complex cases such as this Action. Defendants have  
3 therefore determined that it is desirable and beneficial to them that the Action be settled in the  
4 manner and upon the terms and conditions set forth in this Settlement.

5       2.6.     No Admissions. The Parties understand and agree that this Settlement is the result  
6 of a good faith compromise of disputed claims and allegations, and Defendants are entering into  
7 this Settlement Agreement solely to resolve doubtful and disputed matters. No part of this  
8 Settlement Agreement or any conduct or written or oral statements made in connection with this  
9 Settlement, whether or not the Settlement Agreement is finally approved and/or consummated,  
10 may be offered as or construed to be an admission or concession of any kind by either of the  
11 Parties. In particular, but without limiting the generality of the foregoing, nothing about this  
12 Settlement or Settlement Agreement shall be offered or construed as an admission that  
13 Defendants have violated any of their obligations under the California Labor Code, or of liability  
14 in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever on the part of  
15 Defendants and/or Released Parties. In addition, this Settlement Agreement shall not be offered  
16 or be admissible in evidence against any of the Parties or any of the Released Parties, except in  
17 any action or proceeding brought by or against Plaintiffs, the Class, Settlement Class Members,  
18 or Defendants to enforce its terms, or by Defendants in defense of any claims brought by  
19 Plaintiffs, the Class, and Settlement Class Members. The provision of this paragraph shall  
20 become effective when this Settlement is signed and shall be binding on the Parties and their  
21 counsel regardless of whether the Settlement Agreement is preliminarily and/or finally approved  
22 or terminated for any reason, or rendered null and void.

23       2.7.     Settlement Class Members' Claims. Plaintiffs claim that the Released Claims  
24 have merit and give rise to liability on the part of Defendants. This Settlement is a compromise  
25 of disputed claims. Nothing contained in this Settlement and no documents referred to herein,  
26 nor any action taken to carry out this Settlement may be construed or used as an admission by  
27 or against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the  
28 claims asserted.

1        2.8.     Defendants' Defenses. Defendants have denied and continue to deny each and all  
2 of the allegations, claims, and contentions alleged by Plaintiffs in the Action. Defendants have  
3 expressly denied and continue to deny all charges of wrongdoing or liability against them arising  
4 out of any of the conduct, statements, acts, or omissions alleged in the Action. Defendants  
5 contend that they complied in good faith with all California and federal wage-and-hour laws and  
6 have dealt legally and fairly with Plaintiffs and Settlement Class Members and Aggrieved  
7 Employees. Defendants further deny that, for any purpose other than settling the Action, these  
8 claims are appropriate for class or representative treatment.

9        2.9.     Gross Amount Payable by Defendants. Under the terms of this Settlement, the  
10 gross amount payable by Defendants shall be Nine Hundred Thousand Dollars and Zero Cents  
11 (\$900,000.00) unless that amount shall be escalated as set forth in this Agreement, exclusive of  
12 Employer's Taxes attributable to the Individual Settlement Payments allocated to wages payable  
13 to Participating Class Members, which shall be paid separate and apart from the Gross  
14 Settlement Amount.

15        3.        **TERMS OF SETTLEMENT**

16 The Parties agree as follows:

17        3.1.     Binding Settlement. This Settlement shall bind the Parties, all Aggrieved  
18 Employees and all Participating Class Members, subject to the terms and conditions hereof and  
19 the Court's approval.

20        3.2.     Release By Plaintiffs and All Settlement Class Members.

21                3.2.1.   Release By All Settlement Class Members. Effective only upon the  
22 entry of an Order granting Final Approval of the Settlement, entry of  
23 Judgment, and payment by Defendants to the Settlement Administrator  
24 of the full Gross Settlement Amount (as the same may be escalated  
25 pursuant to this Agreement) and Employer's Taxes necessary to  
26 effectuate the Settlement, all Participating Class Members, including  
27 the Plaintiffs, will be deemed to have fully, finally and forever released,  
28

1 settled, compromised, relinquished, and discharged the Released  
2 Parties from the Released Claims for the Class Period.

3 3.2.2. Release By Plaintiffs. Effective only upon the entry of an Order  
4 granting Final Approval of the Settlement, entry of Judgment, and  
5 payment by Defendants to the Settlement Administrator of the full  
6 Gross Settlement Amount (as the same may be escalated pursuant to  
7 this Agreement) and Employer's Taxes necessary to effectuate the  
8 Settlement, Plaintiffs will be deemed to have fully, finally and forever  
9 released, settled, compromised, relinquished, and discharged any and  
10 all of Plaintiffs' General Released Claims against the Released Parties.  
11 With respect to the Plaintiffs' General Released Claims only, Plaintiffs  
12 shall be deemed to have, and by operation of the Final Judgment shall  
13 have, expressly waived and relinquished, to the fullest extent permitted  
14 by law, the provisions, rights, and benefits of section 1542 of the  
15 California Civil Code, or any other similar provision under federal or  
16 state law, which section provides:

17  
18 *A general release does not extend to claims which the creditor does*  
19 *not know or suspect to exist in his or her favor at the time of*  
20 *executing the release, which if known by him or her must have*  
21 *materially affected his or her settlement with the debtor.*

22 Plaintiffs may hereafter discover facts in addition to or different from those they now  
23 know or believe to be true with respect to the subject matter of the Plaintiffs' General Released  
24 Claims and the Released Claims, but upon the Effective Date, shall be deemed to have, and by  
25 operation of the Final Judgment shall have, fully, finally, and forever settled and released any and  
26 all of the Plaintiffs' General Released Claims and the Released Claims, whether known or  
27 unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore  
28 have existed, upon any theory of law or equity now existing or coming into existence in the future.

1 Nothing in this Agreement shall purport to release the claims of Renee Montoya and Jacob  
2 Montoya arising under the Fair Employment and Housing Act, the California Family Rights Act,  
3 intentional infliction of emotional distress, and wrongful termination in violation of public policy  
4 against Defendants and the Released Parties, which claims shall be released via a separate release  
5 of claims.

6 3.3. Release By Defendants: Pursuant to this Agreement, Defendants and Released  
7 Parties and on behalf of their agents, representatives, attorneys, insurers, assigns, and/or anyone  
8 acting on their respective behalf, and in consideration of the promises, assurances, and covenants  
9 set forth in this Agreement, hereby fully release the Employees and Employees' heirs, agents,  
10 representatives, assigns, executors, and/or anyone on Employee's behalf (collectively, the  
11 "Employee Released Parties") from all claims or causes of action by reason of any injuries  
12 and/or damages or losses, known or unknown, foreseen or unforeseen, patent or latent, which  
13 the Company has sustained or which may be sustained as a result of any facts and circumstances  
14 arising out of or in any way related to Plaintiffs' employment with Defendants, or either of them,  
15 and to any other disputes, claims, disagreements, or controversies, between the Parties up to and  
16 including the date of this Agreement is signed.

17 3.4. Tax Liability. The Parties understand and agree that the Parties are not providing  
18 tax or legal advice. Participating Class Members and Aggrieved Employees will remain  
19 responsible for any Employee Taxes. Participating Class Members and Aggrieved Employees  
20 will assume any employee tax obligations or consequences that may arise from this Settlement  
21 and should consult with a tax expert if they have questions. However, Individual Settlement  
22 Payments will be allocated as follows: twenty percent (20%) as wages (a W-2 will be issued)  
23 and eighty percent (80%) as interest and penalties (a 1099 will be issued). Individual PAGA  
24 Payments will be allocated as one hundred percent (100%) penalties. Any required payroll  
25 deductions will be based on this apportionment. The Parties agree that, in the event that any  
26 taxing body determines that additional employee taxes are due from any Participating Class  
27 Member and/or Aggrieved Employee, such Participating Class Member and/or Aggrieved  
28



1 Employee assumes all responsibility for the payment of such taxes.

2 3.5. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision  
3 of this Settlement, and no written communication or disclosure between or among the Parties,  
4 Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any  
5 such communication or disclosure constitute or be construed or be relied upon as, tax advice  
6 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as  
7 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,  
8 independent legal and tax counsel for advice (including tax advice) in connection with this  
9 Settlement, (b) has not entered into this Settlement based upon the recommendation of any other  
10 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any  
11 communication or disclosure by any attorney or adviser to any other party to avoid any tax  
12 penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any  
13 other party has imposed any limitation that protects the confidentiality of any such attorney's or  
14 adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure  
15 by the acknowledging party of the tax treatment or tax structure of any transaction, including  
16 any transaction contemplated by this Settlement.  
17

18 3.6. Settlement Approval and Implementation Procedures. As part of this Settlement,  
19 the Parties agree to the following procedures for obtaining the Court's preliminary approval of  
20 the Settlement, certifying the Settlement Class, notifying Settlement Class Members and/or  
21 Aggrieved Employees of the Settlement, obtaining the Court's final approval of the Settlement,  
22 and processing the Individual Settlement Payments and Individual PAGA Payments.

23 3.7. Preliminary Approval and Certification. As soon as practicable after execution of  
24 this Settlement, Plaintiffs will submit this Settlement to the Court for its preliminary approval.  
25 Such submission will include this Settlement, the proposed Class Notice, the proposed  
26 Preliminary Approval Order, and any memoranda and evidence as may be necessary for the  
27 Court to determine that this Settlement is fair, adequate, and reasonable. Plaintiffs will request  
28 the Court to enter an order conditionally certifying the Settlement Class after the preliminary

1 approval hearing, in accordance with California Rules of Court, Rule 3.769(c). Defendants shall  
2 not oppose the motion and request.

3 3.8. Class Information. Within fourteen (14) calendar days after the entry of the  
4 Preliminary Approval Order, Defendant, shall provide the Settlement Administrator with the  
5 Class Information for purposes of mailing Class Notices to Settlement Class Members,  
6 including: 1. Class Member's full name; 2. Class Member's last known address; 3. Class  
7 Member's last four (4) digits of social security number; 4. Class Member's employee  
8 identification number; and 5 based on Defendant's payroll records, the Class Member's total  
9 number of workweeks. The Settlement Administrator shall use commercially reasonable efforts  
10 to secure the data provided by Defendant at all times so as to avoid inadvertent or unauthorized  
11 disclosure or use of such data other than as permitted by the Settlement. The Settlement  
12 Administrator shall ensure that the Class Notice and any other communications to Class  
13 Members shall not include the Class Members' social security number, except for the last four  
14 (4) digits, if necessary.

15  
16 3.9. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the  
17 Settlement Administrator will perform a search on the National Change of Address database to  
18 update the Settlement Class Members' addresses. No more than fourteen (14) calendar days  
19 after receiving the Class Information from Defendant, as provided herein, the Settlement  
20 Administrator shall mail copies of the Class Notice, written in both English and Spanish, to all  
21 Settlement Class Members by regular First-Class U.S. Mail. The Settlement Administrator shall  
22 exercise its best judgment to determine the current mailing address for each Settlement Class  
23 Member. The address identified by the Settlement Administrator as the current mailing address  
24 shall be presumed to be the best mailing address for each Settlement Class Member.

25 3.10. Undeliverable Notices. Any Notice Packets returned to the Settlement  
26 Administrator as undeliverable on or before the forty-five (45) day Response Deadline shall be  
27 re-mailed to the forwarding address affixed thereto.

28 ///

1        3.11. For each Settlement Class Member whose Class Notice is returned, there will be  
2 one (1) skip trace by the Settlement Administrator. If an updated mailing address is identified,  
3 the Settlement Administrator shall resend the Class Notice to the Settlement Class Member. One  
4 (1) supplemental Class Notice shall be mailed to each Settlement Class Member whose original  
5 Class Notice is returned as undeliverable to the Settlement Administrator. Such re-mailing shall  
6 be made within five (5) business days of the Settlement Administrator receiving notice that the  
7 respective Class Notice was undeliverable. Any requests by the Settlement Administrator for  
8 documents or information from Defendants must be responded to within a reasonable amount  
9 of time by counsel for Defendants. It is the intent of the Parties that reasonable means be used  
10 to locate the Settlement Class Members and apprise them of their rights.

11        3.12. Settlement Class Members to whom Class Notices are resent after having been  
12 returned undeliverable to the Settlement Administrator, during the entire Response Deadline,  
13 shall have an additional fourteen (14) calendar days from the date of re-mailing, or until the  
14 forty-five (45) day Response Deadline has expired, whichever is later, to mail the Request for  
15 Exclusion or a Notice of Objection. Class Notices that are resent shall inform the recipient of  
16 this adjusted deadline. The date of the postmark on the return envelope shall be the exclusive  
17 means used to determine whether a Settlement Class Member has returned his or her Request  
18 for Exclusion on or before the adjusted deadline. If a Settlement Class Member's Class Notice  
19 is returned to the Settlement Administrator more than once as undeliverable, then an additional  
20 Class Notice shall not be re-mailed. Nothing further shall be required of, or done by, the Parties,  
21 Class Counsel, or Defendants' Counsel to provide notice of the proposed Settlement.

22        3.13. Compliance with the procedures specified in paragraphs 3.9-3.12 of this  
23 Settlement shall constitute due and sufficient notice to Settlement Class Members of this  
24 Settlement and shall satisfy the requirement of due process. In the event the procedures set forth  
25 herein are followed and the intended recipient of a Class Notice still does not receive the Class  
26 Notice, the intended recipient will be a Participating Class Member and will be bound by all  
27 terms of the Settlement and the Order Granting Final Approval entered by the Court. Nothing  
28

1 else shall be required of, or done by, the Parties, Class Counsel, and Defendants' Counsel to  
2 provide notice of the proposed Settlement.

3 3.14. Disputes. Settlement Class Members will have the opportunity during the forty-  
4 five (45) day response period, should they disagree with Defendants' records regarding their  
5 days worked during the Class Period, to provide documentation and/or an explanation to show  
6 contrary days worked. A space will be provided on the Notice of Settlement Payment for Class  
7 Members to raise such disputes. For a Settlement Class Member's dispute to be considered, the  
8 Settlement Class Member must fully complete the Notice and timely return it to the Settlement  
9 Administrator. Settlement Class Members will have forty-five (45) days after the date the Class  
10 Notice is mailed by the Settlement Administrator to mail in a dispute, including any supporting  
11 evidence the Settlement Class Member may have. If a Settlement Class Member's Class Notice  
12 is re-mailed, the Settlement Class Members shall have an additional fourteen (14) calendar days  
13 from the date of re-mailing or until the forty-five (45) Response Deadline has expired, whichever  
14 is later to provide his/her dispute. The date of the postmark of the return mailing envelope shall  
15 be the exclusive means used to determine whether a dispute has been timely submitted to the  
16 Settlement Administrator. If there is a dispute, the Settlement Administrator will consult with  
17 the Parties to determine whether an adjustment is warranted. If the Parties are unable to reach  
18 an agreement as to the amount of the adjustment or if an adjustment is warranted, then each side  
19 will submit a three (3) page brief to the Court, outlining each side's respective position and have  
20 the Court decide the outstanding issue. The Court's determination of the eligibility for and  
21 amount of any Individual Settlement Payment shall be binding upon the Settlement Class  
22 Member and the Parties. The Settlement Administrator shall determine the eligibility for, and  
23 the amounts of, any Individual Settlement Payments under the terms of this Settlement, except  
24 for any disputes brought to the Court's attention, described herein. The Settlement  
25 Administrator's determination of the eligibility for and amount of any Individual Settlement  
26 Payment and/or Individual PAGA Payment shall be binding upon the Settlement Class Member  
27 and the Parties.  
28

1        3.15.    Exclusions (Opt-Outs).    The Class Notice shall state that Settlement Class  
2    Members who wish to exclude themselves from the Settlement must submit a Request for  
3    Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the name,  
4    address, and the last four (4) digits of the Social Security number of the Settlement Class  
5    Member requesting exclusion/ or an Employee Identification Number, (2) must be signed by the  
6    Settlement Class Member; and (3) must be postmarked by the Response Deadline and returned  
7    to the Settlement Administrator at the specified address. If the Request for Exclusion does not  
8    contain the information listed in (1)-(2), it will not be deemed valid for exclusion from this  
9    Settlement. If any Request for Exclusion is incomplete or deficient, the Settlement  
10   Administrator shall send a letter informing the Settlement Class Member of the deficiency  
11   within three (3) business days. If a Settlement Class Member's Class Notice is re-mailed, the  
12   Settlement Class Member shall have an additional fourteen (14) calendar days from the date of  
13   re-mailing or until the forty-five (45) day Response Deadline has expired, whichever is later to  
14   submit his/her Request for Exclusion. The date of the postmark on the return-mailing envelope  
15   shall be the exclusive means used to determine whether a Request for Exclusion has been timely  
16   submitted. Any Settlement Class Member who requests to be excluded from the Settlement will  
17   not be entitled to any recovery under the Class Settlement allocation and will not be bound by  
18   the terms of the class settlement. However,, if he or she is an Aggrieved Employee, he or she  
19   will still receive an Individual PAGA Payment and be bound by the release of PAGA civil  
20   penalties for the PAGA Period. Class Members who receive a Class Notice, but fail to submit a  
21   valid and timely Request for Exclusion on or before the Response Deadline, shall be bound by  
22   all terms of the Settlement and any Final Judgment entered in this Action if the Settlement is  
23   approved by the Court. Even if a Class Members submits a timely Request for Exclusion, the  
24   Class Member will still receive an Individual PAGA Settlement from the PAGA allocation. At  
25   no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members  
26   of the Settlement Class to submit Requests for Exclusion from the Settlement. Class Counsel  
27   shall not represent any Settlement Class Member with respect to any such Requests for  
28

1 Exclusion. Settlement Class Members who submit a valid Request for Exclusion may not also  
2 submit a Notice of Objection; if they do, the Notice of Objection will be deemed invalid. No  
3 later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall  
4 provide counsel for the Parties with a complete list of all Settlement Class Members who timely  
5 submitted Exclusions.

6 3.16. Objections. The Class Notice shall state that Settlement Class Members who wish  
7 to remain Settlement Class Members, but desire to object to the Settlement must not submit a  
8 Request for Exclusion. They must instead submit a written statement of objection ("Notice of  
9 Objection") by the Response Deadline to the Settlement Administrator by mail, fax or email.  
10 The Notice of Objection must be signed by the Settlement Class Member or his or her legal  
11 representative and state: (1) the full name of the Settlement Class Member; (2) the dates of  
12 employment of the Settlement Class Member; (3) the last four (4) digits of the Settlement Class  
13 Member's Social Security number; (4) the basis for the objection; and (5) whether the Settlement  
14 Class Member intends to appear at the Final Approval Hearing. The Notice of Objection must  
15 be postmarked by the Response Deadline and returned to the Settlement Administrator at the  
16 specified address to be considered. If a Settlement Class Member's Class Notice is re-mailed,  
17 the Settlement Class Member shall have an additional fourteen (14) calendar days from the date  
18 of re-mailing or until the forty-five (45) day Response Deadline has expired, whichever is later  
19 to submit his/her Notice of Objection. Within five (5) calendar days of receiving a Notice of  
20 Objection from a Settlement Class Member, the Settlement Administrator shall forward the  
21 notice of objection to Class Counsel and Defendants' Counsel. Class Counsel thereafter will  
22 lodge the Settlement Class Member's Notice of Objection with the Court. Settlement Class  
23 Members, regardless of whether or not they submit a timely Notice of Objection, will have a  
24 right to appear at the Final Approval Hearing, with or without an attorney, in order to have their  
25 objections heard by the Court. The Settlement Class Members also may appear at the Final  
26 Approval Hearing remotely via LACourtConnect or other acceptable remote means. At no time  
27 shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class  
28

1 Members to file or serve written objections to the Settlement or appeal from the Final Judgment.  
2 Class Counsel shall not represent any Settlement Class Members with respect to any such  
3 objections.

4 3.17. Plaintiffs' Participation. By executing this Settlement, Plaintiffs hereby stipulate  
5 they will not object to or exclude themselves from the Settlement in anyway.

6 3.18. No Solicitation of Settlement Objections or Exclusions. The Parties and their  
7 counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall  
8 any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class  
9 Members to submit either written objections to the Settlement or Requests for Exclusion from  
10 the Settlement, or to appeal from the Court's Final Judgment.

11 3.19. Funding of the Gross Settlement. This is a non-reversionary Settlement in which  
12 Defendants are required to pay the entire Gross Settlement Amount. No portion of the Gross  
13 Settlement Amount will revert to Defendants. Defendants shall fully fund the Settlement within  
14 fourteen (14) calendar days after the Final Approval Date, including Employer's Taxes. No  
15 payments from the Gross Settlement Amount shall be made before the Gross Settlement Amount  
16 is fully funded. No release in this Settlement shall be effective until the Gross Settlement  
17 Amount and Employer's Taxes are paid to the Settlement Administrator. If Defendants default,  
18 Plaintiffs and all Participating Class Members will be able to pursue all claims, and the  
19 Settlement becomes null and void.  
20

21 3.20. No more than five (5) business days after the Gross Settlement Amount is fully  
22 funded, the Settlement Administrator will provide the Parties with an accounting of all  
23 anticipated payments from the Gross Settlement Amount. The Net Settlement Amount shall be  
24 calculated by deducting from the Gross Settlement Amount payments for (1) Class  
25 Representatives Enhancement Awards, as specified in this Settlement and approved by the  
26 Court; (2) Class Counsel Award, as specified in this Settlement and approved by the Court; (3)  
27 Class Counsel Costs, as specified in this Settlement and approved by the Court; (4) Settlement  
28 Administration Costs, as specified in this Settlement and approved by the Court; and (5) the

1 LWDA Payment, as specified in this Settlement and approved by the Court. The Net Settlement  
2 Amount shall be distributed in Individual Settlement Payments and Individual PAGA Payments  
3 in accordance with this Settlement Agreement.

4 3.21. Individual Settlement Payments. Each Participating Class Member shall be  
5 eligible to receive an Individual Settlement Payment, which is a share of the Net Settlement  
6 Amount, based on the number of weeks worked by the Participating Class Member during the  
7 Class Period, as a proportion of all weeks worked by all Participating Class Members during the  
8 Class Period. Individual Class Settlement Payments shall be paid pursuant to the formula set  
9 forth below. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail  
10 to Participating Class Members' last known mailing address no later than fifteen (15) calendar  
11 days after the Gross Settlement Amount is fully funded. Individual Settlement Payments will  
12 specifically indicate that they are void if not negotiated within one hundred eight (180) days of  
13 their issuance. Individual Class Settlement Payments reflect settlement of a dispute regarding  
14 wages, interest, and penalties. Individual Settlement Payments will be allocated as follows:  
15 twenty percent (20%) as wages; and eighty percent (80%) as interest and penalties. The "wage"  
16 portion of each Individual Settlement Payment will be reduced by Employee Taxes. The  
17 Settlement Administrator shall issue the appropriate tax documents associated with the  
18 Individual Settlement Payments, including an IRS Form W-2 for the amounts allocated as  
19 "wages" and an IRS Form 1099 for the amounts allocated as "interest" or "penalties."  
20

21 3.22. Individual PAGA Payments. Each Aggrieved Employee shall be eligible to  
22 receive an Individual PAGA Payment, which is a share of the PAGA Allocation attributed to  
23 Aggrieved Employees based on the number of weeks worked by the Participating Class Member  
24 during the PAGA Period, as a proportion of all weeks worked by all Aggrieved Employees  
25 during the PAGA Period. Individual PAGA Payments shall be paid pursuant to the formula set  
26 forth below. Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to  
27 Aggrieved Employees' last known mailing addresses no later than fifteen (15) calendar days  
28 after the Gross Settlement Amount and Employer's Taxes are fully funded. Individual PAGA



1 Payments will specifically indicate that they are void if not negotiated within one hundred eight  
2 (180) days of their issuance. Individual PAGA Payments reflect settlement of a dispute  
3 regarding civil penalties. The Individual PAGA Payments are not subject to taxes.

4 3.23. Individual Settlement Payment Formula. After deducting the Class Counsel  
5 Award and Class Counsel Costs, the LWDA Payment, Class Representatives' Enhancement  
6 Awards, and Settlement Administration Costs, the remaining funds (the "Net Settlement  
7 Amount"), will be distributed as follows:

8 3.23.1. Defendants will produce to the Settlement Administrator the total  
9 number of Workweeks worked by each Settlement Class Member  
10 during the Class Period ("Class Member's Workweeks"), as well as the  
11 aggregate number of Workweeks worked by all Settlement Class  
12 Members during the Class Period ("Class Workweeks"). Additionally,  
13 Defendants will produce to the Settlement Administrator the total  
14 number of Workweeks worked by each Aggrieved Employee during  
15 the PAGA Period ("Aggrieved Employee's Workweeks"), as well as  
16 the aggregate number of Workweeks worked by all Aggrieved  
17 Employees during the PAGA Period ("PAGA Workweeks").

18 3.23.2. To determine each Settlement Class Member's Individual  
19 Settlement Share, the Settlement Administrator will use the following  
20 formula: Individual Settlement Share = (Settlement Class Member's  
21 Workweeks ÷ Class Workweeks) × Net Settlement Amount.

22 3.23.3. To determine each Participating Class Member's Individual  
23 Settlement Share, the Settlement Administrator will be provided the  
24 aggregate number of Workweeks worked by all Participating Class  
25 Members during the Class Period ("Participating Class Workweeks")  
26 and use the following formula: Individual Settlement Share =  
27 (Participating Class Member's Workweeks ÷ Participating Class  
28

Workweeks) × Net Settlement Amount.

3.23.4. The net amount of the Individual Settlement Share is to be paid out to Participating Class Members by way of check and is referred to as “Individual Settlement Payment(s).

3.23.5. To determine each Aggrieved Employee’s PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee’s PAGA Payment = (Aggrieved Employee’s Workweeks ÷ PAGA Workweeks) x \$5,000.00 (the portion of the PAGA Payment paid to PAGA Aggrieved Employees). This amount is to be paid out to Aggrieved Employees by way of check.

3.24. Settlement Class Members are not eligible to receive any compensation other than the Individual Settlement Payment and Individual PAGA Payment, and they may only receive an Individual Settlement Payment if they do not submit a valid and timely Request for Exclusion to opt out of the Settlement. Even if a Settlement Class Member submits a valid and timely Request for Exclusion, the Class Member still shall be entitled to receive an Individual PAGA Payment. Plaintiffs, however, are each, also eligible to receive a Class Representative Enhancement Award.

3.25. No benefit, including but not limited to pension benefits, shall increase or accrue as a result of any payment made pursuant to this Settlement.

3.26. If a check for an Individual Settlement Payment is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search. If another address is identified, the Settlement Administrator shall mail the check to the newly identified address. If an Individual Settlement Payment check is returned to the Settlement Administrator a second time as undeliverable, the Settlement Administrator shall not attempt any further re-mailing of that check. Any settlement checks that remain uncashed one hundred eighty (180) or more calendar days after issuance shall be voided. Within seven (7) calendar days after expiration of the 180-

1 day period, checks for such payments shall be canceled and funds associated with such checks  
2 shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil  
3 Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any,  
4 as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Legal  
5 Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in Los  
6 Angeles County. The Settlement Administrator shall prepare a report regarding the distribution  
7 plan pursuant to Code of Civil Procedure section 384 and the report shall be presented to the  
8 Court by Class Counsel along with a proposed amended judgment that is consistent with the  
9 provisions of Code of Civil Procedure section 384.

10 3.27. Class Representatives Enhancement Award. Defendants agree not to oppose or  
11 object to any application or motion by Plaintiffs for a Class Representatives Enhancement  
12 Award, not to exceed Five Thousand Dollars (\$5,000.00) for each of the named Plaintiffs, Renee  
13 J. Montoya, Cindy L. Brakebill, Jacob R. Montoya and Soledad Marron (totaling Twenty  
14 Thousand Dollars (\$20,000.00), as consideration for the Plaintiff's General Released Claims  
15 and each plaintiff's time and effort in bringing and prosecuting this matter. The Class  
16 Representatives Enhancement Award shall be paid to each of the Named Plaintiffs from the  
17 Gross Settlement Amount no later than fifteen (15) calendar days after the Gross Settlement  
18 Amount is fully funded. The Settlement Administrator shall issue an IRS Form 1099 — MISC  
19 to Plaintiffs, and each of them, for their Class Representative Enhancement Awards. Plaintiffs,  
20 and each of them, shall be solely and legally responsible for payment of all applicable taxes on  
21 their Class Representative Enhancement Award, and shall hold harmless Defendants and Class  
22 Counsel and Defendants' counsel from any claim or liability for taxes, penalties, or interest  
23 arising as a result of the Class Representative Enhancement Award. The Class Representatives  
24 Enhancement Award shall be in addition to Plaintiffs' Individual Payments as Participating  
25 Class Members, as well as their Individual PAGA Payments, should they be entitled to one. In  
26 the event that the Court awards lesser amounts than the Class Representative Enhancement  
27 Awards requested, then any portion of the requested amounts not awarded to Plaintiffs shall be  
28

1 added to the Net Settlement Amount. Plaintiffs shall not have the right to revoke their agreement  
2 to the Settlement on the grounds the Court did not approve any or all of his request for a Class  
3 Representative Enhancement Award.

4 3.28. Class Counsel Award and Costs. Defendants agree not to oppose or object to any  
5 application or motion by Class Counsel for a Class Counsel Award not to exceed one-third of  
6 the Gross Settlement Amount which, unless escalated pursuant to this Agreement, shall equal  
7 Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), as well as Class Counsel Costs  
8 not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), all of which will be paid  
9 from the Gross Settlement Amount. The Class Counsel Award and Class Counsel Costs shall  
10 be paid no later than fifteen (15) calendar days after the Gross Settlement Amount is fully  
11 funded. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the  
12 payments made pursuant to this paragraph. The Settlement Administrator shall issue an IRS  
13 Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. This  
14 Settlement is not contingent upon the Court awarding Class Counsel any particular amount in  
15 attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Award  
16 and Class Counsel Costs and not granted by the Court shall be part of the Net Settlement  
17 Amount.  
18

19 3.29. PAGA Settlement Allocation. Subject to Court approval, the Parties shall allocate  
20 a total of Twenty Thousand Dollars (\$20,000.00) from the Gross Settlement Amount for the  
21 compromise of claims for civil penalties brought under the PAGA (the "PAGA Allocation").  
22 Per California Labor Code section 2699(i), Seven Thousand Five Hundred Dollars (\$7,500.00),  
23 representing seventy-five percent (75%) of the PAGA Allocation, will be paid to California's  
24 Labor Workforce Development Agency. The remaining Two Thousand Five Hundred Dollars  
25 (\$2,500.00), representing twenty-five percent (25%) of the PAGA Allocation, shall be part of  
26 the Net Settlement Amount to be distributed to Participating Class Members.  
27  
28

///

///

1        LWDA PAGA Allocation. The Parties agree to allocate Twenty Thousand Dollars  
2 (\$20,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA,  
3 seventy-five percent (75%) of the amount allocated toward PAGA, Fifteen Thousand Dollars  
4 (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment), and twenty-five percent (25%)  
5 will remain a part of the Net Settlement Amount of Two Thousand Five Hundred Dollars  
6 (\$2,500.00), to be distributed to Aggrieved Employees on a *pro rata* basis, based upon their  
7 respective Workweeks in the PAGA Period.

8        3.30.    Defendants' Option to Terminate Settlement. If the number of Settlement Class  
9 Members who opt out by submitting Requests for Exclusion exceeds seven and-a-half percent  
10 (7.5%) of the total number of Settlement Class Members, then Defendants may, in the exercise  
11 of their sole discretion, abrogate this Agreement. Defendants' right expires calendar days after  
12 the Response Deadline. In the event Defendants exercise this option, the costs of administration  
13 shall be borne by Defendants. If Defendant decide to void the Settlement, then the Settlement  
14 and conditional class certification shall be considered void, and neither the Settlement,  
15 conditional class certification, nor any of the related negotiations or proceedings, shall be of any  
16 force or effect, and the Parties shall stand in the same position, without prejudice, as if this  
17 Settlement had been neither entered into nor filed with the Court.

18  
19        3.31.    Settlement Administration Costs. The Settlement Administrator shall be paid for  
20 the costs of administration of the Settlement from the Gross Settlement Amount. Such costs of  
21 administration are not to exceed Twenty Thousand Dollars (\$20,000.00), unless the court  
22 approves a higher amount. No fewer than fourteen (14) calendar days prior to the Final  
23 Approval Hearing, the Settlement Administrator shall provide the Parties with a statement  
24 detailing the costs of administration. The Settlement Administrator, on Defendants' behalf,  
25 shall have the authority and obligation to make payments, credits and disbursements, including  
26 payments and credits in the manner set forth in this Settlement, to Participating Class Members  
27 and Aggrieved Employees, calculated in accordance with the methodology set out in this  
28 Settlement and orders of the Court. The Parties agree to cooperate in the administration of the

1 Settlement and to make all reasonable efforts to control and minimize the costs and expenses  
2 incurred in administration of the Settlement. The Parties and their respective counsel each  
3 represent they do not have any financial interest in the Settlement Administrator or otherwise  
4 have a relationship with the Settlement Administrator that could create a conflict of interest.  
5 The Settlement Administrator shall be responsible for: processing and mailing all court-  
6 approved payments to the Plaintiffs, Class Counsel, Participating Class Members, Aggrieved  
7 Employees and the LWDA; printing and mailing the Class Notices to the Settlement Class  
8 Members as called for in this Settlement and ordered by the Court; receiving and reporting  
9 Notice of Objections and Requests for Exclusion submitted by Settlement Class Members;  
10 providing declaration(s) as necessary in support of preliminary and/or final approval of this  
11 Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement  
12 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised  
13 of the performance of all Settlement Administrator responsibilities. Any legally mandated tax  
14 reports, tax forms, tax filings, or other tax documents required by administration of this  
15 Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in  
16 connection with such preparation shall be Settlement Administration Costs. The Settlement  
17 Administrator shall be paid the Settlement Administration Costs from the Gross Settlement  
18 Amount no later than fifteen (15) calendar days after the Gross Settlement Amount is fully  
19 funded.  
20

21 3.32. Final Approval Hearing. At a reasonable time following the Response Deadline,  
22 the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and  
23 the Court shall determine amounts properly payable for (i) the Class Counsel Award, (ii) the  
24 Class Counsel Costs, (iii) the Class Representative Enhancement Awards, (iv) the LWDA  
25 Payment; and (v) the Settlement Administration Costs. Settlement Class Members, may (though  
26 they are not required to) appear at the Final Approval Hearing, either in person or though the  
27 objector's own counsel, at his or her own expense, and orally object to the Settlement. Any  
28 attorney who will represent an individual objecting to this Settlement must file a notice of

1 appearance with the Court and serve Class Counsel and Defendants' counsel no later than fifteen  
2 (15) calendar days before the Final Approval Hearing. Any Settlement Class Member who  
3 attends the Final Approval Hearing and asks to speak regarding his or her objection may be heard  
4 by the Court. The Settlement Class Members may also appear remotely via LACourtConnect or  
5 other acceptable remote or telephonic means.

6 3.33. Entry of Final Judgment. If the Court approves this Settlement at the Final  
7 Approval Hearing, the Parties shall request that the Court enter the Final Judgment, with the  
8 Court retaining jurisdiction over the Parties to enforce the terms of the judgment. If the Court  
9 grants final approval to the Settlement, notice of Final Approval shall be posted on the  
10 Settlement Administrator's website, at [www.phoenixclassaction.com](http://www.phoenixclassaction.com).

11 3.34. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Participating  
12 Class Members and Aggrieved Employees pursuant to this Settlement will not count as earnings  
13 or compensation for purposes of any benefits (e.g., pensions or retirement plans) sponsored by  
14 Defendants. It is expressly understood and agreed that the receipt of the Individual Settlement  
15 Payment and/or Individual PAGA Payment shall not entitle any Participating Class Member  
16 and/or Aggrieved Employee to additional compensation or benefits under any collective  
17 bargaining agreement or under any bonus, contest or other compensation or benefit plan or  
18 agreement in place during the period covered by the Settlement, nor shall it entitle any  
19 Participating Class Member and/or Aggrieved Employee to any increased pension and/or  
20 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual  
21 Settlement Payments and/or Individual PAGA Payments provided for in this Stipulation are the  
22 sole payments to be made by Defendants to Participating Class Members and/or Aggrieved  
23 Employees in connection with this Settlement, with the exception of Plaintiffs, and that the  
24 Participating Class Members and/or Aggrieved Employees are not entitled to any new or  
25 additional compensation or benefits as a result of having received the Individual Settlement  
26 Payments and/or Individual PAGA Payments. Furthermore, the receipt of Individual Settlement  
27 Payments by Participating Class Members and Individual PAGA Payments by Aggrieved  
28

1 Employees shall not, and does not, by itself establish any general, special, or joint employment  
2 relationship between and among the Participating Class Member(s) and/or Aggrieved  
3 Employees, on the one hand, and Defendants, on the other hand.

4 3.35. Escalation of Gross Settlement Amount. Defendants represent that there are no  
5 more than 27,155 workweeks worked from September 11, 2016 through April 26, 2021. In the  
6 event the number of workweeks worked during this timeframe increases by more than 10%, or  
7 2,716 workweeks worked, then the GFV shall be increased proportionally by the workweeks in  
8 excess of 27,155 multiplied by the workweek value. The workweek value shall be calculated by  
9 dividing the Gross Settlement Amount by 27,155. The Parties agree that the workweek value  
10 amounts to and the settlement amounts to \$33.14 per workweek (\$900,000 / 27,155 workweeks).  
11 Thus, for example, should there be 30,000 workweeks in the Class Period, then the GFV shall  
12 be increased by \$94,283.30. (30,000 workweeks – 27,155 workweeks x \$33.14/workweek.)

13 3.36. Nullification of Settlement. In the event: (i) the Court does not enter the  
14 Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of  
15 the Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided  
16 herein; or (iv) the Settlement does not become final for any other reason, and the Parties are not  
17 able to achieve final approval through reasonable efforts that do not require change in material  
18 terms of this Agreement, this Settlement shall be null and void and any order or judgment  
19 entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.  
20 In such a case, the Parties and any funds to be awarded under this Settlement shall be returned  
21 to their respective statuses as of the date and time immediately prior to the execution of this  
22 Settlement, and the Parties shall proceed in all respects as if this Settlement had not been  
23 executed, except that any costs and fees already incurred by the Settlement Administrator shall  
24 be paid jointly by the Parties. In the event an appeal is filed from the Court's Final Judgment,  
25 or any other appellate review is sought, administration of the Settlement shall be stayed pending  
26 final resolution of the appeal or other appellate review, and any other payments required  
27 hereunder by Defendants will not be paid pending the completion and final resolution of the  
28



1 appeal, and any payment thereafter will: (1) occur only if the Order Granting Final Approval is  
2 upheld after all appeals; and (2) be in a manner that is provided for in the Settlement and in the  
3 Order Granting Final Approval.

4 3.37. No Admission by the Parties. Defendants deny any and all claims alleged in this  
5 Action and deny all wrongdoing whatsoever. This Settlement is not a concession or admission,  
6 and shall not be used against Defendants as an admission or indication, with respect to any  
7 claim, of any fault, concession, or omission by Defendants. Neither this Settlement, nor any of  
8 its terms and conditions, nor any of the negotiations connected with it, is a concession or  
9 admission, and none shall be used against Defendants as an admission or indication with respect  
10 to any claim of any fault, concession, or omission by Defendants or that class certification is  
11 proper under the standard applied to contested certification motions. The Parties stipulate and  
12 agree to the certification of the proposed class for settlement purposes only. The Parties further  
13 agree that this Settlement will not be admissible in this or any other proceeding as evidence that  
14 either: (i) a class action should be certified or (ii) Defendants or the Released Parties are liable  
15 to Plaintiff or any Settlement Class Member, other than according to the terms of this Settlement.  
16

17 3.38. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning  
18 the interpretation, calculation or payment of settlement claims, or other disputes regarding  
19 compliance with this Settlement shall be resolved as follows:

20 3.39. If Plaintiffs or Class Counsel, on behalf of Plaintiffs or any Settlement Class  
21 Members, or Defendants, at any time believe that the other Party or Parties have breached or  
22 acted contrary to the Settlement, that Party shall notify the other Party or Parties in writing of  
23 the alleged violation. Upon receiving notice of the alleged violation or dispute, the responding  
24 Party shall have ten (10) days to correct the alleged violation and/or respond to the initiating  
25 Party with the reasons why the Party disputes all or part of the allegation.

26 3.39.1. If the response does not address the alleged violation to the initiating  
27 Party's satisfaction, the Parties shall negotiate in good faith for up to ten  
28 (10) calendar days to resolve their differences.

1           3.39.2.    If thereafter, the Parties still cannot resolve the dispute, the Parties shall  
2                   utilize the services of Paul Grossman, Esq. (the "Mediator") in a good-  
3                   faith attempt to mediate and resolve the dispute.

4           3.39.3.    If the Parties are unable to resolve their differences after twenty (20)  
5                   calendar days after the involvement of the Mediator, either Party may  
6                   file an appropriate motion for enforcement with the Court.

7           3.40.    Exhibits and Headings. The terms of this Settlement include the terms set forth in  
8                   Exhibit A and B , which are attached to this Settlement and incorporated by this reference as  
9                   though fully set forth in this paragraph. Any Exhibits to this Settlement are an integral part of  
10                  the Settlement. The descriptive headings of any paragraphs or sections of this Settlement are  
11                  inserted for convenience of reference only and do not constitute a part of this Settlement.

12           3.41.    Interim Stay of Proceedings. The Parties agree to stay all proceedings in the  
13                   Action and thereafter implement and complete the Settlement with the exception of actions by  
14                   the Parties intended to further approval of this Settlement.

15           3.42.    Publicity and Confidentiality. Plaintiffs and Class Counsel agree not to disclose  
16                   or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the  
17                   negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any  
18                   person or entity, except potential class members and as shall be contractually required to  
19                   effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt, this section  
20                   means Plaintiffs and Class Counsel agree not to issue press releases, communications with, or  
21                   respond to any media or publication entities, publish information in manner or form, whether  
22                   printed or electronic, on any medium or otherwise communicate, whether by print, video,  
23                   recording or any other medium, with any person or entity concerning the Settlement, including  
24                   the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement,  
25                   except as shall be contractually required to effectuate the terms of the Settlement as set forth  
26                   herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class  
27                   counsel in other actions, Class Counsel may disclose the name of the Parties in this action and  
28

1 the venue/case number of this action (but not any other settlement details) for such purposes.

2 3.43. Amendment or Modification. This Settlement may be amended or modified only  
3 by a written instrument signed by counsel for all Parties.

4 3.44. Entire Settlement. This Settlement and any attached Exhibits constitute the entire  
5 agreement among these Parties, and no oral or written representations, warranties or  
6 inducements have been made to any Party concerning this Settlement or its exhibit, other than  
7 the representations, warranties and covenants contained and memorialized in the Settlement and  
8 its exhibit. No other prior or contemporaneous written or oral agreements may be deemed  
9 binding on the Parties.

10 3.45. Authorization to Enter into Settlement. Counsel for all Parties warrant and  
11 represent they are expressly authorized by the Parties whom they represent to negotiate this  
12 Settlement and to take all appropriate actions required or permitted to be taken by such Parties  
13 pursuant to this Settlement to effectuate its terms, and to execute any other documents required  
14 to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each  
15 other and use their best efforts to affect the implementation of the Settlement. In the event the  
16 Parties are unable to reach agreement on the form or content of any document needed to  
17 implement the Settlement, or on any supplemental provisions that may become necessary to  
18 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve  
19 such disagreement. The person signing this Settlement on behalf of Defendants and each of  
20 them represents and warrants that he or she is authorized to sign this Settlement on behalf of  
21 Defendants, and each of them. Plaintiffs Renee J. Montoya, Cindy L. Brakebill, Jacob R.  
22 Montoya and Soledad Marron, each represent and warrant that they are authorized to sign this  
23 Settlement and that they have not assigned any claim, or part of a claim, covered by this  
24 Settlement to a third-party.  
25

26 3.46. Binding on Successors and Assigns. This Settlement shall be binding upon, and  
27 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.  
28

///

1        3.47.    No Prior Assignments. The Parties and their counsel represent, covenant, and  
2 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported  
3 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,  
4 demand, action, cause of action or right herein released and discharged.

5        3.48.    California Law Governs. All terms of this Settlement and the exhibits hereto shall  
6 be governed by and interpreted according to the laws of the State of California.

7        3.49.    This Settlement is Fair, Adequate and Reasonable. The Parties believe this  
8 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this  
9 Settlement after extensive arms-length negotiations, taking into account all relevant factors,  
10 present and potential.

11        3.50.    Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h),  
12 the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,  
13 implementation, and enforcement of the terms of this Settlement and all orders and judgments  
14 entered in connection therewith, and the Parties and their counsel hereto submit to the  
15 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing this  
16 Settlement and all orders and judgments entered in connection therewith.

17        3.51.    Invalidity of Any Provision. Before declaring any provision of this Settlement  
18 invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent  
19 possible, consistent with applicable precedents.

20        3.52.    Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to  
21 class certification for purposes of this Settlement only.

22        3.53.    Cooperation. The Parties agree to cooperate fully with one another to accomplish  
23 and implement the terms of this Settlement. Such cooperation shall include, but not be limited  
24 to, execution of such other documents and the taking of such other action as may be reasonably  
25 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their  
26 best efforts, including all efforts contemplated by this Settlement and any other efforts that may  
27 become necessary by Court order, or otherwise, to effectuate this Settlement and its terms.  
28

1        3.54.    Mutual Preparation. The Parties have had a full opportunity to negotiate the terms  
2 and conditions of this Settlement. Accordingly, this Settlement will not be construed more  
3 strictly against one party than another merely by virtue of the fact that it may have been prepared  
4 by counsel for one of the Parties, it being recognized that, because of the arm's-length  
5 negotiations between the Parties, all Parties have contributed to the preparation of this  
6 Settlement.

7        3.55.    Representation by Counsel. The Parties acknowledge that they have been  
8 represented by counsel throughout all negotiations that preceded the execution of this  
9 Settlement, and that this Settlement has been executed with the consent and advice of counsel,  
10 and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are  
11 no liens on the Settlement Agreement.

12        3.56.    All Terms Subject to Final Court Approval. All amounts and procedures described  
13 in this Stipulation are subject to final Court approval.

14        3.57.    Notices. Unless otherwise specifically provided, all notices, demands or other  
15 communications in connection with this Settlement shall be: (1) in writing; (2) deemed given  
16 on the third business day after mailing; and (3) sent via United States registered or certified mail,  
17 return receipt requested, addressed as follows:  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**To Plaintiffs:**

David D. Bibiyan  
[david@tomorrowlaw.com](mailto:david@tomorrowlaw.com)  
Jeffrey Klein  
[jeff@tomorrowlaw.com](mailto:jeff@tomorrowlaw.com)  
**BIBIYAN LAW GROUP, P.C.**  
8484 Wilshire Blvd. Suite 500  
Beverly Hills, CA 90211  
Telephone: (310) 438-5555  
Facsimile: (310) 300-1705

Kevin Mahoney, Esq.  
[kmahoney@mahoney-law.net](mailto:kmahoney@mahoney-law.net)  
**MAHONEY LAW GROUP, APC**  
249 East Ocean Boulevard, Suite 814  
Long Beach, CA 90802  
Telephone: (562) 590-5550  
Facsimile: (562) 590-8400

Justin Lo, Esq.  
[justin@worklawyer.com](mailto:justin@worklawyer.com)  
Berkeh Alemzadeh, Esq.  
[beyonca@caworklawyer.com](mailto:beyonca@caworklawyer.com)  
**WORK LAWYERS PC**  
22939 Hawthorne Blvd., Suite 202  
Torrance, CA 90505  
Telephone: (424) 355-8335  
Facsimile: (424) 248-2944

**To Defendants:**

John L. Viola, Esq.  
[jviola@thompsoncoburn.com](mailto:jviola@thompsoncoburn.com)  
Keith J. Rasher, Esq.  
[krasher@thompsoncoburn.com](mailto:krasher@thompsoncoburn.com)  
**THOMPSON COBURN LLP**  
10100 Santa Monica Blvd.  
Suite 500  
Los Angeles, CA 90067  
Telephone: (818) 388-0802  
Facsimile: (310) 282-2501

3.58. Execution by Settlement Class Members. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice of Settlement will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if each Settlement Class Member executed this Settlement.

3.59. Execution by Plaintiffs and Defendants. Plaintiffs and Defendants, by signing this Settlement, are bound by the terms herein.

3.60. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

3.61. Counterparts. This Settlement shall become effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel may execute this Settlement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement shall be effective for all purposes as though the signatures contained therein were original signatures.

Dated: February \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Soledad Marron

Dated: February 25, 2022

By: RENEE MONTTOYA  
RENEE MONTTOYA (Feb 25, 2022 11:26 CST)  
Renee J. Montoya

Dated: February \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Cindy L. Brakebill

Dated: February \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Jacob R. Montoya

Dated: February \_\_\_\_\_, 2022

\_\_\_\_\_  
Defendant REMO INC.  
By:  
Its:

Dated: February \_\_\_\_\_, 2022

\_\_\_\_\_  
Defendant REMO INTERNATIONAL INC.  
By:  
Its:

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

3.61. Counterparts. This Settlement shall become effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel may execute this Settlement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement shall be effective for all purposes as though the signatures contained therein were original signatures.

Dated: February \_\_\_\_, 2022

By: \_\_\_\_\_  
Soledad Marron

Dated: February \_\_\_\_, 2022

By: \_\_\_\_\_  
Renee J. Montoya

Dated: February \_\_\_\_, 2022

By: \_\_\_\_\_  
Cindy L. Brakebill

Dated: February 25, 2022

By: *Jacob Montoya*  
Jacob Montoya (Feb 25, 2022 11:19 CST)  
Jacob R. Montoya

Dated: February \_\_\_\_, 2022

\_\_\_\_\_  
Defendant REMO INC.  
By:  
Its:

Dated: February \_\_\_\_, 2022

\_\_\_\_\_  
Defendant REMO INTERNATIONAL INC.  
By:  
Its:



disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

3.61. Counterparts. This Settlement shall become effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel may execute this Settlement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement shall be effective for all purposes as though the signatures contained therein were original signatures.


Dated: February \_\_\_\_, 2022

By: \_\_\_\_\_  
Soledad Marron

Dated: February \_\_\_\_, 2022

By: \_\_\_\_\_  
Renee J. Montoya

Dated: February 25, 2022

By:   
Cindy Brakebill (Feb 25, 2022 11:13 PST)  
Cindy L. Brakebill

Dated: February \_\_\_\_, 2022

By: \_\_\_\_\_  
Jacob R. Montoya

Dated: February \_\_\_\_, 2022

\_\_\_\_\_  
Defendant REMO INC.

By:  
Its:

Dated: February \_\_\_\_, 2022

\_\_\_\_\_  
Defendant REMO INTERNATIONAL INC.

By:  
Its:

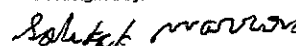
disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

3.61. Counterparts. This Settlement shall become effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel may execute this Settlement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement shall be effective for all purposes as though the signatures contained therein were original signatures.

Dated: February 2/22/2022, 2022

By:

DocuSigned by:



373C0848B16947B...

Soledad Marron

Dated: February \_\_\_\_\_, 2022

By:

Renee J. Montoya

Dated: February \_\_\_\_\_, 2022

By:

Cindy L. Brakebill

Dated: February \_\_\_\_\_, 2022

By:

Jacob R. Montoya

Dated: February \_\_\_\_\_, 2022

Defendant REMO INC.

By:

Its:

Dated: February \_\_\_\_\_, 2022

Defendant REMO INTERNATIONAL INC.

By:

Its:

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

3.61. Counterparts. This Settlement shall become effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel may execute this Settlement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement shall be effective for all purposes as though the signatures contained therein were original signatures.

Dated: February \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Soledad Marron

Dated: February \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Renee J. Montoya

Dated: February \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Cindy L. Brakebill

Dated: February \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Jacob R. Montoya

Dated: February 28, 2022

Defendant REMO INC.

By: ROBERT SIEN  
Its: PRESIDENT

Dated: February 28, 2022

Defendant REMO INTERNATIONAL INC.

By: ROBERT SIEN  
Its: PRESIDENT