

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP  
THOMAS R. KAUFMAN, Cal. Bar No. 177936  
2 tkaufman@sheppardmullin.com  
RAYMOND J. NHAN, Cal. Bar No. 306696\_\_\_\_  
3 rnhan@sheppardmullin.com  
1901 Avenue of the Stars, Suite 1600  
4 Los Angeles, California 90067-6055  
Telephone: 310.228.3700/Facsimile: 310.228.3701

5 Attorneys for Defendants  
6 GLOBAL TRUSS AMERICA, LLC, ADJ PRODUCTS, LLC., ACCLAIM  
LIGHTING, LLC and ELATION LIGHTING, INC.

7 MOON & YANG, APC  
8 KANE MOON (SBN 249834)  
kane.moon@moonyanglaw.com  
9 LILIT TER-ASTVATSATRYAN (SBN 320389)  
lilit@moonyanglaw.com  
10 1055 W. Seventh St., Suite 1880  
Los Angeles, California 90017  
11 Telephone: (213) 232-3128/Facsimile: (213) 232-3125

12 Attorneys for Plaintiff  
MIGUEL AGUILA

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

16 MIGUEL AGUILA, individually, and on  
behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 GLOBAL TRUSS AMERICA, LLC, a limited  
20 liability company; and DOES 1 through 10,  
inclusive,

21 Defendants.  
22

**Case No. 20STCV39267**

**Assigned to the Honorable Elihu Berle  
Department 6**

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

Complaint Filed: October 29, 2020

24 This First Amended Stipulation of Class Settlement and Release (“Stipulation of  
25 Settlement” or “Settlement Agreement”) is entered into by and among Plaintiff Miguel Aguila for  
26 himself and as representative of a proposed settlement class, and Defendants Global Truss  
27 America, LLC, ADJ Products, LLC, Acclaim Lighting LLC, and Elation Lighting, Inc.  
28

1 (“Defendants”), and are subject to the terms and conditions herein and the approval of the Court.  
2 Plaintiffs and Defendants are referenced collectively herein as “the Parties.”

3 **I. BACKGROUND AND RECITALS**

4 1. This action challenges alleged unlawful wage and hour practices by Defendants  
5 against non-exempt employees of multiple entities whom Plaintiff asserted were joint employers.  
6 The alleged unlawful practices included alleged failure to pay for all hours worked, failure to  
7 provide meal and rest periods, failure to provide accurate wage statements, and failure to pay  
8 timely final wages, among others. Plaintiff amended the original complaint to assert claims under  
9 the Labor Code Private Attorneys General Act (“PAGA”) derivative of the same alleged Labor  
10 Code violations. Plaintiff also amended his complaints to add Acclaim Lighting LLC, as DOE 1,  
11 American D.J. Supply Inc., as DOE 2, ADJ Products, LLC, as DOE 3, Elation Lighting, Inc., as  
12 DOE 4. Defendants contend that the only proper employer of Plaintiff was Global Truss America,  
13 LLC (“Global Truss”) and the other Defendants that were added as DOE defendants were not  
14 properly named as joint employer defendants.

15 2. After the parties undertook some preliminary discovery and discussed their  
16 differing views on the joint employer question, the parties agreed to attempt to mediate the case on  
17 January 13, 2022 before an experienced mediator Louis Marlin, Esq. On January 31, 2022, the  
18 parties agreed to a mediator’s proposal for a combined class and PAGA settlement, subject to  
19 court approval, as documented in this settlement agreement.

20 3. Notwithstanding Defendants’ agreement to all terms of this settlement as set forth  
21 herein, Defendants deny any liability or wrongdoing of any kind associated with the claims in this  
22 action and deny that any entity other than Global Truss employed Plaintiff. Defendants contend,  
23 among other things, that they have at all relevant times fully complied with the California Labor  
24 Code and all applicable California wage and hour laws as they apply to their non-exempt  
25 employees.

26 4. The Parties wish to fully, finally, and forever settle, compromise, and discharge all  
27 disputes and claims that exist between them as alleged in this action. To achieve the agreed-upon  
28 release of claims against Defendants and the other “Releasees” as defined in Paragraph 5, the

1 Parties acknowledge that this Stipulation of Settlement is intended to include all Released Class  
2 Claims that were or could have been alleged in this action, as more fully described in Paragraph 46  
3 of this Stipulation of Settlement.

4 5. The Parties intend this Stipulation of Settlement to constitute a full and complete  
5 settlement and release of all claims described in Paragraph 46 of this Stipulation of Settlement.  
6 That release shall include in its effect not only Defendants, but also their respective affiliates,  
7 subsidiaries, parent companies, predecessor entities, successor entities, related companies,  
8 partners, officers, directors, managers, servants, agents, employees, former employees,  
9 representatives, and attorneys, past or present, and all persons acting under, by, though, or in  
10 concert with any of them (collectively, the “Releasees”).

11 **II. DEFINITIONS**

12 6. “Class Counsel” means Moon & Yang, APC.

13 7. “Class Counsel Award” means such award of fees, costs, and litigation expenses as  
14 the Court may authorize to be paid to Class Counsel for the services they have rendered and will  
15 render to Plaintiff and the Settlement Class as defined herein.

16 8. “Class Member” means any individual who worked for any of the Defendants in  
17 the State of California as a non-exempt hourly employee between December 22, 2017 and January  
18 31, 2022.

19 9. “Class Period” means the period from December 22, 2017, through  
20 January 31, 2022.

21 10. “Class Representative” means named Plaintiff Miguel Aguila.

22 11. “Aggrieved Employee” means any individual who worked for any of the Defendants  
23 in the State of California as a non-exempt hourly employee between October 13, 2019, and January  
24 31, 2022.

25 12. “PAGA Period” means the period from October 13, 2019 and January 31, 2022.

26 13. “Defendants” mean Acclaim Lighting LLC, American D.J. Supply Inc., ADJ  
27 Products, LLC, Elation Lighting, Inc., and Global Truss America, LLC.

28

1           14.     “Class Representative Service Payment” means the amount that the Court  
2 authorizes to be paid to Plaintiff Miguel Aguila in addition to his individual settlement payment.

3           15.     “Court” means the Court in which Plaintiff seeks approval of this Stipulation of  
4 Settlement.

5           16.     “*Aguila* Complaint” means Plaintiff Miguel Aguila’s First Amended Complaint  
6 filed on January 7, 2021, which asserts the following causes of action: (1) failure to pay  
7 minimum and regular rate wages; (2) failure to pay overtime wages; (3) failure to  
8 provide compliant meal periods and pay meal period premiums; (4) failure to provide  
9 compliant rest periods and pay rest period premiums; (5) failure to timely pay all wages  
10 upon termination; (6) failure to provide accurate wage statements; (7) unfair business  
11 practices; and (8) civil penalties under the Labor Code Private Attorneys General Act of  
12 2004 (“PAGA”), Lab. Code, § 2698, et seq.

13           17.     “Gross Fund Value” or “GFV” means the aggregate amount of THREE  
14 HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$335,000.00 that is being paid as a result  
15 of the resolution of the *Aguila* Complaint.

16           18.     “Net Fund Value” or “NFV” means the Gross Fund Value less the Class Counsel  
17 Award, Class Representative Service Payment, PAGA Allocation, and Settlement Administration  
18 Costs.

19           19.     “Notice” means the mailing to Class Members including the Notice of Class Action  
20 and PAGA Settlement in a form attached hereto as Exhibit A, and approved by the Court.

21           20.     “PAGA Allocation” shall be the sum of FORTY THOUSAND DOLLARS  
22 (\$40,000.00) which shall be allocated to the settlement of the PAGA claims asserted in the  
23 Complaint and any other PAGA claims arising from the same underlying factual allegations. The  
24 PAGA Allocation shall be divided only among individuals who worked for one or more of the  
25 Defendants on or after October 12, 2019.

26           21.     “Response Deadline” means the last day for Class Members to opt out of or object  
27 to the Settlement, or to dispute the calculation of their settlement payments, which shall be sixty  
28 (60) days after the Notice mailing date.

1           22.     “Settlement Class Member” means all Class Members who do not timely and  
2 validly request exclusion from the Class. There shall be no right to opt-out of the PAGA portion  
3 of the settlement.

4           **III.   TERMS OF SETTLEMENT**

5                   **A.     Overview of Payment Structure**

6           23.     This settlement is made on a non-reversionary basis. The settlement shall consist  
7 of a Gross Fund Value, comprised of a Net Fund Value for the class, the Class Counsel Award,  
8 PAGA Allocation, Settlement Administration Costs, and the Class Representative Service  
9 Payment. Further specifics are provided below.

10           24.     Each Settlement Class Member who does not request exclusion and any member of  
11 the “aggrieved employees” who will share in the PAGA Allocation shall automatically be mailed a  
12 settlement check. There will be no claims process.

13                   **B.     Gross Fund Value**

14           25.     Defendants shall pay a gross sum of THREE HUNDRED THIRTY-FIVE  
15 THOUSAND DOLLARS (\$335,000.00). The Gross Fund Value shall be used to fund the  
16 settlement of class claims, the Class Counsel Award, Settlement Administration Costs, the PAGA  
17 Allocation, and the Class Representative Service Payment. The settlement payments are not being  
18 made for any other purpose and will not be construed as compensation for purposes of  
19 determining eligibility for any health and welfare benefits or unemployment compensation.

20           26.     Defendants shall be responsible for paying any appropriate and lawfully required  
21 employer-side payroll taxes arising from the portion of the class member settlement payments that  
22 is attributable to wages, as set forth in Paragraph 36, and any such amounts shall not be paid from  
23 the Gross Fund Value.

24                   **1.     Amounts Paid from the Gross Fund Value**

25                           **a)     Class Counsel Award**

26           27.     Class Counsel intend to apply the Court for approval of a payment of no more than  
27 one-third of the GFV (\$111,666.67) for reasonable attorneys’ fees pursuant to the common fund  
28 doctrine and California Labor Code §§ 218.5 for the work they performed on behalf of the class

1 plus no more than \$20,000.00 in actual documented litigation expenses. Any Court-approved  
2 award of fees and expenses to Class Counsel shall be paid from the GFV. If the Court awards a  
3 lower amount of fees or expenses than Class Counsel seek, the difference between the amount  
4 Class Counsel seek and the amount awarded shall be allocated to the NFV and will not revert to  
5 Defendants.

6 **b) Class Representative Service Payment**

7 28. The Class Representative intends to apply to the Court for a Class Representative  
8 Service Payment not to exceed \$7,500.00, which shall be in addition to the share of the NFV to  
9 which the Class Representative would otherwise be entitled as a Settlement Class Member. Any  
10 such award approved by the Court shall be paid from the GFV. If the Court awards a smaller  
11 Service Payment, the difference between the amount he seeks and the amount awarded shall be  
12 allocated to the NFV and will not revert to Defendants.

13 **c) Settlement Administration Costs**

14 29. All costs of notice and claims administration shall be paid from the GFV. The  
15 parties agree to use Phoenix Class Action Administration Solutions as Settlement Administrator.  
16 The Settlement Administrator has provided a not exceed cost of \$to administer the settlement,  
17 which administration shall include, without limitation, setting up a website for Class Members to  
18 obtain information about the settlement and to download important documents, mailing Notices in  
19 English and Spanish, reminder postcards in English and Spanish, calculating individual settlement  
20 payments, processing objections and opt-outs, performing necessary skip traces on Notices and  
21 reminder postcards returned as undeliverable, mailing Class Member settlement checks, issuing  
22 any required tax reporting forms, and providing weekly status reports to Counsel for the Parties,  
23 among other tasks as set forth in this Stipulation.

24 **d) PAGA Allocation**

25 30. FORTY THOUSAND DOLLARS (\$40,000.00) of the GFV shall be allocated to  
26 the settlement of the PAGA claims asserted in the *Aguila* Complain. 75% of this sum shall be sent  
27 to the Labor Workforce Development Agency (“LWDA”) and 25% shall be included in the NFV  
28 to be divided proportionally among the non-exempt employees who worked for any of the

1 Defendants between October 12, 2019 and January 31, 2022 (“the PAGA period”). Each  
2 qualifying employee shall receive a share of the PAGA allocation based on the number of pay  
3 periods in which he or she recorded any work hours during the PAGA period divided by the total  
4 number of pay periods in which qualifying employees recorded any worked hours during the  
5 PAGA period.

6 **2. Remaining Net Fund Value for Settlement Class Member**  
7 **Payments**

8 31. The Net Fund Value shall be distributed to Settlement Class Members as set forth  
9 below. NFV is GFV less Court approved Class Counsel fees and costs, Class Representative  
10 Service Payment, 25% of the PAGA Allocation, and Settlement Administrator cost.

11 32. If it is later determined that the number of pay periods is more than 20%  
12 greater than the 12,000 estimated by Defendant at the time of the Parties’ informal pre-  
13 mediation exchange of information, then Defendant shall, in its sole discretion, have the  
14 option to either: (1) de-escalate the Settlement so that the Class Period ends on the date  
15 that the workweek count totals 14,400; or (2) permit the Class Period to be increased  
16 proportionally by the pay periods worked in excess of 14,400 multiplied by the pay period  
17 value.

18 **3. Distribution of NFV to Class**

19 33. Each class member who does not request exclusion from the class settlement shall  
20 receive a share of the NFV equal to the number of pay periods the non-exempt employee recorded  
21 any work hours for any of the Defendants in California between December 22, 2017, and January  
22 31, 2022. Settlement Payments to each Settlement Class Member will be calculated and  
23 apportioned from the NFV based on the number of pay periods Settlement Class Member  
24 worked during the Class Period. Specific calculations of individual settlement payments  
25 will be made as follows:

26 a. The Settlement Administrator will calculate the number of pay  
27 periods worked by each Settlement Class Member during the Class Period, the amount to  
28 be paid per pay period.

1           b. Defendant's employee data will be presumed to be correct unless a  
2 particular Settlement Class Member proves otherwise to the Settlement Administrator by  
3 credible evidence.

4           c. The individual settlement payments will be determined by dividing  
5 the NFV by the total number of pay periods for all Settlement Class Members, resulting  
6 in the pay period value, and then multiplying the pay period value by the number of pay  
7 periods worked by each Settlement Class Member.

8           a.

9           34. During the pendency of this action, Global Truss entered into individual settlement  
10 agreements with ten (10) of its then-current non-exempt employees in exchange for \$1,000. To  
11 the extent that those ten individuals remain settlement class members, Defendants shall be entitled  
12 to a credit up to \$1,000 against any portion of the NFV allocated to that settlement class member's  
13 claim. Thus, if one class member's portion of the NFV were \$1,100, he would receive only \$100,  
14 and if another class member's portion of the NFV were \$800, he would receive \$0 (although he  
15 would still receive his portion of the PAGA Allocation). Defendant would be entitled to keep the  
16 credited portion since it already paid that employee for a release of the same claims.

17           **C. Funding and Payout of Settlement Funds**

18           35. The Parties agree to take all reasonable steps to expedite moving for and taking  
19 reasonable steps necessary to obtain preliminary approval of the proposed settlement and to  
20 facilitate distribution of notice to the Class, and moving for final approval and necessary to obtain  
21 final approval.

22           36. The Effective Date of the settlement shall be the date of final approval if no  
23 objections are filed to the settlement. If objections are filed and overruled and no appeal is taken of  
24 the final approval order, the Effective Date shall be thirty (30) days after the Court enters final  
25 approval and judgment. If an appeal is taken from the Court's final approval order then the  
26 Effective Date shall be the day final approval decision becomes final after all appeals have been  
27 resolved.



1           37.     No later than thirty calendar (30) days after the effective date of final approval,  
2 Defendants shall deposit the sum of THREE HUNDRED THIRTY FIVE THOUSAND  
3 DOLLARS (\$335,000) into a Qualified Settlement Fund (“QSF”), plus any sum the administrator  
4 advises will be necessary to pay employer side payroll taxes. The QSF shall be a fund established  
5 and administered by the Settlement Administrator pursuant to Internal Revenue Code Section  
6 1.468B-1 in connection with the Settlement.

7           38.     No later than ten (10) business days after the funding date, the Settlement  
8 Administrator shall mail settlement checks to Settlement Class Members and send payments to  
9 Class Counsel for their court-approved attorneys’ fees and expenses and to the Class  
10 Representatives for their court-approved Service Payment.

11          39.     Settlement Class Members shall have 180 days after mailing by the Settlement  
12 Administrator to cash their settlement checks.

13           (a)     Beginning 10 days after mailing settlement checks to Settlement Class Members,  
14 the Settlement Administrator shall provide counsel for the Parties with a weekly check  
15 cashing report identifying all Class Members who have not cashed their checks.

16           (b)     If any settlement check remains uncashed after 90 calendar days, the Settlement  
17 Administrator shall send a reminder postcard to the recipient to advise that individual that  
18 all settlement checks will be voided after 180 calendar days if not cashed by that date.

19           (c)     The Settlement Administrator shall use reasonable skip-tracing methods to identify  
20 a new mailing address for any Settlement Class Member whose settlement check or  
21 reminder postcard is returned as undeliverable and for any Settlement Class Member  
22 whose settlement check remains uncashed after 120 calendar days. The Settlement  
23 Administrator shall re-mail the settlement check or postcard to each Settlement Class  
24 Member for whom a new address is obtained as a result of such skip tracing.

25           (d)     No later than 21 days after the final distribution of the GFV, the Parties shall file a  
26 post-distribution accounting with the Court, including a declaration from the Settlement  
27 Administrator, and post the post-distribution accounting on the case website.  
28

1           40.     Class Members shall have 180 days after mailing by the Settlement Administrator  
2 to cash their settlement checks. The Settlement Administrator shall pay the funds represented by  
3 such un-redeemed checks to the California Unclaimed Property Fund in the name of the Class  
4 Member. Even if a Class Member fails to cash his or her settlement check, the Class Member will  
5 still release claims pursuant to Paragraph 46.

6           **D.     Tax Treatment of Settlement Payments**

7           41.     The Parties agree that the amount distributed to each Settlement Class Member  
8 consists of a combination of wage and non-wage claims. Payment to each Settlement Class  
9 Member will be allocated as follows: 20% of each Individual Settlement Payment will be allocated  
10 as alleged unpaid wages, 40% will be allocated as alleged unpaid interest, and the remaining 40%  
11 will be allocated as alleged unpaid penalties. The portion allocated to wages will be reported on  
12 an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS  
13 Form-1099 by the Settlement Administrator.

14  
15           **E.     Resolution of Disputes Relating to Amounts Owed to a Claimant**

16           42.     If a Settlement Class Member timely disputes Defendants' records as to the proper  
17 size of his or her share of the NFV, the Parties' counsel shall make a good faith effort to resolve  
18 the dispute informally. If counsel for the Parties cannot agree, the dispute shall be finally resolved  
19 by the Court, which shall examine the records to attempt to resolve the dispute. Defendants'  
20 records shall control unless Defendants expressly agrees otherwise in an individual case.

21           **IV.    NOTICE TO THE CLASS**

22           43.     The Parties agree that within ten (10) business days after preliminary approval of  
23 this settlement, Defendants shall provide to the Settlement Administrator all of the following  
24 information about each Class Member in Excel format ("Class Data List"): (1) name, (2) last  
25 known home address, email address and telephone number, (3) social security number, and (4)  
26 total pay periods worked in a non-exempt position in California during the PAGA period and  
27 during the longer settlement class period. Prior to receiving the Class Data List, the Settlement  
28 Administrator shall enter into a written agreement with Defendants concerning the confidentiality

1 of the Class Data List. Within ten (10) business days after receipt of the Class Data List, the  
2 Settlement Administrator shall send Class Members, by first-class mail to their last known  
3 address, the Court-approved Notice of Pendency of Class Action (“Notice”), in substantially the  
4 form attached hereto as Exhibit “A.” The Notice shall include Defendants’ calculation of each  
5 Class Member’s anticipated settlement allocation share.

6 44. Prior to mailing the Notice, the Settlement Administrator shall check all addresses  
7 against the National Change of Address database and shall mail Notices to Settlement Class  
8 Members at their new addresses to the extent such addresses are obtained through this process.  
9 The Settlement Administrator shall promptly re-mail any Notice that is returned with a forwarding  
10 address. The Settlement Administrator shall perform skip-traces on returned mail and shall re-mail  
11 the Notice to an updated address (if any) as soon as possible upon return of the undeliverable  
12 Notice, but no later than ten (10) days of receiving notice that a Notice was undeliverable. It is the  
13 intent of the Parties that reasonable means be used to locate Class Members. To the extent that a  
14 party or its counsel learns of a new address for a Class Member, such information must be  
15 communicated immediately to the Settlement Administrator, and the Settlement Administrator  
16 shall thereupon issue a new Notice to such Class Member at such address.

17 45. The Response Deadline, which is the deadline for a Class Member to opt out of or  
18 object to the settlement or dispute the calculation of his or her settlement payment, shall be sixty  
19 (60) days after the date of mailing of Notices; provided however, that the Response Deadline for  
20 Notices that are re-mailed shall be the earlier of: (a) thirty (30) days after re-mailing of the Notice;  
21 or (b) fifteen (15) days before the date set by the Court for the final approval hearing. The  
22 Settlement Administrator shall provide a weekly report to the Parties’ Counsel identifying those  
23 Class Members whose notices have been re-mailed, and the re-mailing dates.

## 24 **V. ADMINISTRATION PROCESS**

25 46. Class Members must file or postmark their objections to the Court no later than the  
26 Response Deadline for those objections to be timely. No objection may be considered by the  
27 Court unless it includes the Class Member’s name and address and the last four numbers of the  
28 Class Member’s social security number and is signed by the Class Member or the Class Member’s

1 attorney. The objection must state all reasons for the Class Member's objection. Copies of any  
2 objections and the Parties' response thereto shall be submitted to the Court no later than five days  
3 before the final approval hearing, unless the Court orders otherwise.

4 47. Class Members who wish to exclude themselves from the Class Settlement must  
5 submit a written request for exclusion by the Response Deadline. Any such request for exclusion,  
6 to be valid, must state that the Class Member wishes to be excluded from the Class Settlement and  
7 must: (1) contain the name, address, telephone number, and the last four digits of the Social  
8 Security number of the person requesting exclusion; (2) be signed by the Class Member or the  
9 Class Member's attorney; (3) be postmarked or fax-stamped by the Response Deadline and  
10 returned to the Settlement Administrator at the specified address or fax number; and (4) contain a  
11 typewritten or handwritten notice that contains a statement that clearly conveys the Class  
12 Member's request to be excluded from the Settlement Class. No request for exclusion will be valid  
13 if it does not comply with each of these requirements. The date of the postmark or fax-stamp on  
14 the request for exclusion shall be the exclusive means used to determine whether the request for  
15 exclusion was timely submitted. Any Class Member who timely and validly requests to be  
16 excluded from the Settlement Class shall not be entitled to any recovery under the Settlement and  
17 shall not be bound by the terms of the Settlement or have any right to object, appeal, or comment  
18 thereon. Class Members who fail to submit a valid and timely written request for exclusion on or  
19 before the Response Deadline shall be bound by all terms of the Settlement and any final  
20 judgment entered if the Settlement is approved by the Court.

21 48. Defendants shall retain the right, in the exercise of its sole discretion, to nullify the  
22 entire settlement within thirty (30) days after expiration of the opt out period, if more than 10% of  
23 the Settlement Class members request exclusion from the settlement. In the event of such a  
24 nullification neither this settlement agreement nor the fact that Defendants had agreed to a  
25 settlement shall be admissible for any purpose.

26 49. No later than fourteen (14) calendar days after the Response Deadline, the  
27 Settlement Administrator shall provide counsel for the Parties with a final list of the Class  
28 Members who have timely submitted written requests for exclusion. At no time shall any of the

1 Parties or their respective counsel seek to solicit or otherwise encourage Class Members to submit  
2 requests for exclusion from the Settlement. If any Class Member submits a defective request for  
3 exclusion before the Response Deadline, the Settlement Administrator shall notify the Parties'  
4 counsel so the Parties can meet and confer regarding any such defective request for exclusion and  
5 thereafter promptly instruct the Settlement Administrator concerning the defect(s).

6         50.       The Settlement Administrator shall use the Class Data List provided by Defendants  
7 to calculate each Class Member's share of the NFV for inclusion in the Notice. The Settlement  
8 Administrator shall be responsible for calculating the payments, issuing the payments and any  
9 required tax reporting forms, and for communicating this information to Defendants and Class  
10 Counsel. Upon completion of its calculation of payments, the Settlement Administrator shall  
11 provide Class Counsel and Defendants with a report listing the amount of the allocations to each  
12 Class Member, and Defendants shall have ten (10) business days to verify the calculations. If no  
13 objections to the Settlement Administrator's calculations are made within such time, the  
14 Settlement Administrator's calculations shall be deemed correct. Following the Response  
15 Deadline, the Settlement Administrator shall recalculate final allocations to the extent necessary to  
16 account for any Class Members who timely and validly requested exclusion from the Settlement.  
17 The Settlement Administrator shall provide the Parties' Counsel with a report listing the amount  
18 of the final allocations to each Class Member, and Defendants shall have ten (10) business days to  
19 verify the calculations. If no objections to the Settlement Administrator's calculations are made  
20 within such time, the Settlement Administrator's calculations shall be deemed correct.

21 **VI.    RELEASE BY THE CLASS OF RELEASED CLASS CLAIMS**

22         51.       Upon final approval by the Court and full funding of the Gross Fund Value by  
23 Defendants, the Settlement Class and each Settlement Class Member shall be deemed to have  
24 released Defendants and the Releasees from the Released Class Claims. The Released Class  
25 Claims shall include any claims arising from the factual allegations or legal claims asserted in the  
26 operative *Aguila* Complaint. This includes claims arising under California Labor Code Sections  
27 201, 202, 203, 204, 226, 226.7, 512, 1194, 1194.2, 1197, any other derivative PAGA claims, or  
28

1 any other claims based on the same factual allegations asserted in the operative *Aguila* First  
2 Amended Complaint.

3 **VII. GENERAL RELEASE OF CLAIMS BY CLASS REPRESENTATIVES**

4 52. In consideration for receiving Class Representative Service Payment, and to the  
5 extent permitted by law, Plaintiff will provide a general release of claims, known or unknown (the  
6 “General Release”): the Class Representative releases the Releasees from all claims, demands,  
7 rights, liabilities and causes of action of every nature and description whatsoever, known or  
8 unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of  
9 any state or federal statute, rule or regulation arising out of, relating to, or in connection with any  
10 act or omission by or on the part of any of the Releasees committed or omitted prior to the  
11 execution hereof. This General Release excludes any and all past, present and/or future claims  
12 arising under the Workers’ Compensation laws. The General Release includes any unknown  
13 claims the Class Representative does not know or suspect to exist in the Class Representative’s  
14 favor at the time of the General Release, which, if known by the Class Representative, might have  
15 affected the Class Representative’s settlement with, and release of, Releasees by the Class  
16 Representative or might have affected the Class Representative’s decision not to object to this  
17 Settlement or the General Release.

18 53. The Class Representative may hereafter discover facts in addition to or different  
19 from those the Class Representative now knows or believes to be true with respect to the subject  
20 matter of the General Release, but the Class Representative, upon the Effective Date, shall be  
21 deemed to have, and by operation of the Court’s approval of the Settlement, shall have, fully,  
22 finally, and forever settled and released any and all of the claims released pursuant to the General  
23 Release whether known or unknown, suspected or unsuspected, contingent or non-contingent,  
24 which now exist, or heretofore have existed upon any theory of law or equity now existing or  
25 coming into existence in the future, including, but not limited to, conduct that is negligent,  
26 intentional, with or without malice, or a breach of any duty, law or rule, without regard to the  
27 subsequent discovery or existence of such different or additional facts.

28

1           54.     It is understood and agreed by the Parties, that, as a condition of this Agreement,  
2 and with respect to the general release pursuant to this Paragraph, the Parties hereby expressly and  
3 mutually waive and relinquish any and all employment-related claims, rights, or benefits that they  
4 may have against one another. The Class Representative agrees to waive any rights he may have  
5 under California Civil Code §1542, which provides: A GENERAL RELEASE DOES NOT  
6 EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW  
7 OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
8 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
9 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10 **VIII. DUTIES OF THE PARTIES IN CONNECTION WITH COURT APPROVAL**

11           55.     The Parties shall promptly submit this Stipulation of Settlement to the Court in  
12 support of their request for preliminary approval and for a determination by the Court as to the  
13 fairness, adequacy, and reasonableness of the Parties' Settlement. As soon as practicable after this  
14 Stipulation of Settlement is fully executed, the Parties shall apply to the Court for the entry of a  
15 preliminary order substantially in the form attached hereto as Exhibit "B" which would  
16 accomplish the following:

- 17           a.     Conditionally certify the Settlement Class;
- 18           b.     Schedule a final fairness hearing on the question of whether the proposed  
19                 settlement, the Class Representative Service Payment, the PAGA Allocation,  
20                 and the Class Counsel Award should be finally approved as fair, reasonable,  
21                 and adequate;
- 22           c.     Approve the form and content of the proposed Notice and direct the mailing  
23                 of the Notice, by first-class mail, to the Class Members;
- 24           d.     Preliminarily approve the settlement subject only to the objections of Class  
25                 Members and final review by the Court; and,
- 26           e.     Preliminarily approve the use of a mutually agreed Settlement Administrator  
27                 consistent with the Parties' agreement.

1           56.     The Settlement Administrator shall submit a declaration in support of Plaintiff's  
2 motion for final approval of the Settlement detailing the number of Notices mailed and re-mailed  
3 to Class Members, the number of undeliverable Notices, the number of timely requests for  
4 exclusion, the number of objections received, the amount of the average individual settlement  
5 payment, the Settlement Administration Costs, and any other information that the Parties mutually  
6 agree or the Court orders the Settlement Administrator to provide.

7 **IX.     DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

8           57.     Following final approval of the settlement provided for in this Stipulation of  
9 Settlement, Class Counsel will submit a proposed final order and Judgment substantially in the  
10 form attached hereto as Exhibit "C":

- 11           a.     Approving the Settlement, adjudging the terms thereof to be fair, reasonable,  
12                 and adequate, and directing implementation of its terms and provisions;
- 13           b.     Approving the PAGA Allocation;
- 14           c.     Approving the Class Counsel Award;
- 15           d.     Approving the Class Representative Service Payment;
- 16           e.     Approving the release of the Released Class Claims against Releasees by the  
17                 Settlement Class Members and the individual release between Plaintiff and  
18                 Defendants.

19 **X.     ADDITIONAL PROVISIONS**

20 **A.     PARTIES' AUTHORITY**

21           58.     The signatories hereto hereby represent that they are fully authorized to enter into  
22 this Stipulation of Settlement.

23 **B.     MUTUAL FULL COOPERATION**

24           59.     The Parties agree fully to cooperate with each other to accomplish the terms of this  
25 Stipulation of Settlement. Neither the Parties nor their respective counsel shall solicit or otherwise  
26 encourage directly or indirectly any Class Member to request exclusion, to object to the  
27 Settlement, or to appeal from the Judgment. The Parties to this Stipulation of Settlement shall use  
28 their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other



1 efforts that may become necessary by order of the Court or otherwise, to effectuate this Stipulation  
2 of Settlement and the terms set forth herein. As soon as practicable after execution of this  
3 Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation of Defendants  
4 and its counsel, take all necessary steps to secure the Court's final approval of this Stipulation of  
5 Settlement.

6 **C. NO PRIOR ASSIGNMENTS**

7 60. The Parties hereto represent, covenant, and warrant that they have not directly or  
8 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any  
9 person or entity any portion of any liability, claim, demand, action, cause of action, or rights  
10 herein released and discharged except as set forth herein.

11 **D. NO ADMISSION**

12 61. Nothing contained herein, nor pertaining to the consummation of this Stipulation of  
13 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or  
14 wrongdoing on the part of Defendants. Defendants specifically denies any liability. Each of the  
15 Parties hereto has entered into this Stipulation of Settlement with the intention of avoiding further  
16 disputes and litigation with the attendant inconvenience and expenses.

17 **E. PUBLICITY**

18 62. Neither Plaintiff nor Class Counsel will publicize the Settlement in any way prior  
19 to the granting of preliminary settlement approval, except as required by this Agreement. This  
20 provision shall not prohibit any party's counsel from communicating with members of the Class  
21 who reach out to Class Counsel with questions about the settlement.

22 **F. NO RETALIATION**

23 63. Defendants agrees that it shall not retaliate or discriminate against or take any other  
24 adverse employment action against any Plaintiff or Class Member as a result of the *Aguila* action,  
25 this Settlement, or the individual's participation in this action.

26 **G. CONSTRUCTION**

27 64. The Parties agree that the terms and conditions of this Stipulation of Settlement are  
28 the result of lengthy, intensive arms-length negotiations between the Parties and that this  
Stipulation of Settlement shall not be construed in favor of or against any Party by reason of the

1 extent to which any Party or his, her, or its counsel participated in the drafting of this Stipulation  
2 of Settlement.

3 **H. CAPTIONS AND INTERPRETATIONS**

4 65. Paragraph titles or captions contained herein are inserted as a matter of convenience  
5 and for reference and in no way define, limit, extend, or describe the scope of this Stipulation of  
6 Settlement or any provision hereof. Each term of this Stipulation of Settlement is contractual and  
7 not merely a recital.

8 **I. MODIFICATION**

9 66. This Stipulation of Settlement may not be changed, altered, or modified, except in  
10 writing and signed by the Parties or their counsel, and approved by the Court. This Stipulation of  
11 Settlement may not be discharged except by performance in accordance with its terms or by a  
12 writing signed by the Parties hereto.

13 **J. INTEGRATION CLAUSE**

14 67. No other agreements, understandings, representations, or statements, except for  
15 those expressly provided herein, have been made by a Party to induce execution of this Stipulation  
16 of Settlement. No rights hereunder may be waived except in writing.

17 **K. COUNTERPARTS**

18 68. This Stipulation of Settlement may be executed in counterparts electronically, and  
19 when each Party has signed and delivered at least one such counterpart, each counterpart shall be  
20 deemed an original, and, when taken together with other signed counterparts, shall constitute one  
21 Stipulation of Settlement, which shall be binding upon and effective as to all Parties.

22 **L. RETURN OF CLASS DATA**

23 69. During the course of this action, Defendants has produced financial and personal  
24 contact information of class members. Within thirty (30) days after the Effective Date, class  
25 counsel shall gather and delete all class data it received through this action and shall provide a  
26 sworn declaration affirming it has satisfied this obligation.

27 **M. CONSEQUENCES OF NON-APPROVAL OF SETTLEMENT**

28 70. If the proposed Settlement is not finally approved for any reason, the Parties shall  
be returned to their respective statuses as of the date and time immediately prior to the execution

1 of this Stipulation of Settlement; the Parties shall proceed in all respects as if this Stipulation of  
2 Settlement had not been executed; and the Parties shall split the Settlement Administration Costs  
3 actually incurred.

4 Dated: September 6, 2022 \_\_\_\_\_  
5 Miguel Aguila, Plaintiff

6 Dated: September \_\_, 2022 \_\_\_\_\_  
7 Kenneth Khan  
8 for Defendant Global Truss America, LLC

9 Dated: September \_\_, 2022 \_\_\_\_\_  
10 Toby Velazquez  
11 for Defendants ADJ Products, LLC, Acclaim Lighting  
12 LLC, and Elation Lighting, Inc.

13  
14  
15

16 **Approval as to Form and Content by Counsel:**

17

18 Dated: September 6, 2022 \_\_\_\_\_  
19 Kane Moon  
20 Class Counsel

21 Dated: September \_\_, 2022 \_\_\_\_\_  
22 Thomas R. Kaufman  
23 Counsel for Defendants

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