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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ROSA NOLASCO MONGE, as an
aggrieved employee and private attorney
general,

Plaintiff,

vs.

UNIVERSAL BUILDING
MAINTENANCE, LLC, a California limited
liability company, and DOES 1 through 100,
inclusive,

Defendant.

Case No.: 30-2020-01140656-CU-OE-CXC

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

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

2 This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiff Rosa Monge (“Plaintiff” or “Class
4 Representative”), as an individual and on behalf of all others similarly situated, and Defendant Universal
5 Building Maintenance, LLC (collectively with Plaintiff, the “Parties”).

6 **DEFINITIONS**

7 The following definitions are applicable to this Settlement Agreement. Definitions contained
8 elsewhere in this Settlement Agreement will also be effective:

9 1. “Action” means, the action entitled *Monge v. Universal Building Maintenance, LLC, et*
10 *al.*, Case No. 30-2020-01140656-CU-OE-CXC (Orange County Superior Court).

11 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
12 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket
13 costs incurred and to be incurred by Class Counsel in the Action (including costs not otherwise provided
14 by Cal. Civ. Proc. Code § 1033.5, such as expert witness fees, courier fees, and travel-related costs and
15 expenses), such as costs associated with documenting the Settlement, providing any notices required as
16 part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the
17 Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request
18 attorneys’ fees of up to thirty-five (35%) of the Gross Settlement Amount (\$1,750,000) and reasonable
19 costs of up to Thirty-Five Thousand Dollars (\$35,000). Any attorneys’ fees and costs not approved by
20 the Court shall become part of the Net Settlement amount. Defendant has agreed not to oppose Class
21 Counsel’s request for fees and reimbursement of costs as set forth above.

22 3. “Class Counsel” means Counsel for Plaintiff Monge, Protection Law Group, LLP.

23 4. “Class List” means a complete list of all Class Members that Defendant will diligently
24 and in good faith compile from its records and provide to the Settlement Administrator within fourteen
25 (14) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted as a
26 Microsoft Excel spreadsheet containing the following information for each Class Member: (1) full name;
27 (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and
28 end dates of active employment as a non-exempt employee of Defendant in the State of California;

1 (6) total Workweeks during the Class Period; (7) total Workweeks during the PAGA Period; and (8) any
2 other information required by the Settlement Administrator in order to effectuate the terms of the
3 Settlement (“Class List”). This is a material term of the Settlement, and if Defendant materially fails to
4 comply, Plaintiff shall have the right to void the Settlement.

5 5. “Class Member(s),” means all current and former hourly-paid, non-exempt employees
6 of Universal Building Maintenance, LLC who were employed by Universal Building Maintenance, LLC
7 in the State of California at any time during the Class Period.

8 6. “PAGA Member” means all current and former hourly-paid non-exempt employees of
9 Universal Building Maintenance, LLC who were employed by Universal Building Maintenance, LLC in
10 the State of California during the PAGA Period.

11 7. “Settlement Class Member” means all Participating Class per Paragraph 22 and the
12 PAGA Members.

13 8. “Class Period” shall be defined as the period commencing on May 22, 2016 and ending
14 on either (1) the date of the close of the pay period immediately prior to the completion of 575,000
15 workweeks worked collectively the Class or (2) two weeks prior to the date Plaintiff files her motion for
16 preliminary approval of the Settlement, whichever date occurs earlier.

17 9. “PAGA Period” shall be defined as the period commencing on March 22, 2019 and
18 ending on either (1) the date of the close of the pay period immediately prior to the completion of
19 575,0000 workweeks worked collectively by the Class or (2) two weeks prior to the date Plaintiff files
20 her motion for preliminary approval of the Settlement, whichever date occurs earlier.

21 10. “Class Representative Enhancement Payments” or “Plaintiff’s Incentive Payment”
22 means the amounts to be paid to Plaintiff Monge in recognition of her effort and work in prosecuting the
23 Action on behalf of Class Members, and for her/their general release of claims. Subject to the Court
24 granting final approval of this Settlement Agreement and subject to the exhaustion of any and all
25 appeals, Plaintiff will request Court approval of Class Representative Enhancement Payments of Seven
26 Thousand Five Hundred Dollars (\$7,500). Defendant agrees not to oppose Plaintiff’s request for
27 Plaintiff’s Incentive Payment.

28 11. “Court” means the Orange County Superior Court.

1 12. “Defendant” means Universal Building Maintenance, LLC. and its past, present and/or
2 future, direct and/or indirect, officers, directors, members, managers, employees, clients, joint employers,
3 joint obligors, agent, representatives, attorneys, insurers, partners, investors, shareholders, administrators,
4 parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

5 13. “Effective Date” means the later of the following: (a) if no timely objections are filed or
6 if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection
7 is filed and not withdrawn, or if a motion to vacate or equivalent is filed, the day after the deadline for
8 filing a notice of appeal from the judgment and no such appeal being filed; **or** (c) if any timely appeals
9 are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the
10 terms of this settlement. If, however, a motion to vacate the judgment or notice of intent to move to
11 vacate the judgment is filed within 15 calendar days after entry, then the Effective Date will be the sixty-
12 first (61) calendar day following the Court’s order denying the motion to vacate and no appeal is filed
13 therefrom, or if an appeal is filed, the Effective Date will be the date of final resolution of that appeal
14 (including any requests for rehearing and/or petitions for certiorari).

15 14. “Final Approval” means the date on which the Court enters an order granting final
16 approval of the Settlement Agreement.

17 15. “Gross Settlement Amount” means the Gross Settlement Amount of Five Million
18 Dollars (\$5,000,000), to be paid by Defendant in full satisfaction of all Released Claims arising from the
19 Action, which includes all (1) payments to the Class, (2) Class Counsel’s fees, (3) Class Counsel’s costs,
20 (4) Settlement Administration Costs, (5) Incentive Payment to Plaintiff, and (6) Payment of PAGA
21 penalties to be paid to the LWDA and PAGA Members. The Gross Settlement Amount is exclusive of
22 the employer share of any applicable payroll taxes, and any such employer-side payroll taxes shall be paid
23 by Defendant separately and in addition to the Gross Settlement Amount. This Gross Settlement Amount
24 has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement
25 value of individual claims. In no event will Defendant be liable for more than the Gross Settlement
26 Amount except as otherwise explicitly set forth herein.

27 16. “Individual Settlement Payment” means each Participating Class Member’s respective
28 share of the Net Settlement Amount.

1 17. “Labor and Workforce Development Agency Payment” means the amount that the
2 Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) in connection
3 with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).
4 The Parties have agreed to allocate Five Hundred Thousand Dollars (\$500,000) of the Gross Settlement
5 Amount as PAGA Penalties. Pursuant to PAGA, Seventy-Five Percent (75%), or Three Hundred
6 Seventy-Five Hundred (\$375,000), of the PAGA Settlement Amount will be paid directly to the
7 California Labor and Workforce Development Agency (“LWDA”). The remaining Twenty-Five
8 Percent (25%) of the PAGA Penalties, or One Hundred Twenty-Five Thousand Dollars (\$125,000) shall
9 be paid to PAGA Members on a *pro rata* basis, based on the total number of Workweeks (full or partial)
10 worked by each PAGA Member during the PAGA Period.

11 18. “Net Settlement Amount” means the funds available for payments to the Class, which
12 shall be an amount remaining after the following amounts are deducted from the Gross Settlement
13 Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement Administration Costs,
14 (4) Incentive Payment to Plaintiff and (5) PAGA Penalties to be paid to the LWDA and PAGA
15 Members.

16 19. “Notice of Objection” means a Class Member’s valid and timely written objection to the
17 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s full
18 name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection
19 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other
20 documents upon which the objection is based; and (iv) a statement whether the objector intends to appear
21 at the final fairness hearing. Any Class Member who fails to object to the Settlement will be foreclosed
22 from seeking any adjudication or review of the Settlement, by appeal or otherwise.

23 20. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form
24 attached as Exhibit A.

25 21. “Parties” means Plaintiff and Defendant collectively.

26 22. “Participating Class Members” means all Class Members who do not submit timely and
27 valid Requests for Exclusion.

28 23. “Plaintiff” means Plaintiff Rosa Nolasco Monge.

1 24. “Preliminary Approval” means the date on which the Court enters an order granting
2 preliminary approval of the Settlement Agreement.

3 25. “Released Claims” means any and all claims and remedies asserted or that could have
4 been asserted in the Actions arising out of the factual allegations in the in the second amended complaint
5 discussed in Paragraph 63 below during the Class Period, including but not limited to statutory,
6 constitutional, tort, common law, and/or contract claims and associated relief related to the alleged failure
7 to pay contractual/agreed upon and/or minimum wages for all hours worked or split shift pay, failure to
8 properly calculate the regular rate of pay and/or to pay overtime compensation for overtime hours
9 worked, failure to provide meal and/or rest break premium compensation and/or properly calculate the
10 regular rate for such payments, failure to timely pay all wages owed (including but not limited to accrued
11 vacation wages) on termination of employment, failure to reimburse business expenses (including but
12 not limited to expenses for alleged uniforms and/or equipment purchases and/or maintenance, personal
13 device usage, personal vehicle usage), failure to provide accurate itemized wage statements, failure to
14 keep accurate records of hours worked, and failure to timely pay all wages owed during employment.
15 This release includes all such claims arising under Labor Code §§ 200-204, 206, 206.5, 210, 212, 215,
16 216, 218, 218.5, 218.6, 221-225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 227.3, 229, 238.5, 245-249, 256,
17 432.5, 432.6, 510-512, 514, 558, 558.1, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194, 1194.2, 1197,
18 1197.1, 1198, 1199, 1199.5, 1421, 1434, 2698 et seq., 2800, 2802, 2810, 2810.3, and Business &
19 Professions Code §§ 17200 et seq., California Code of Regulations Title 8, § 11000 et seq., Industrial
20 Welfare Commission Wage Order 5, the Industrial Welfare Commission’s Minimum Wage Order, and
21 all other state and local wage/hour and wage payment laws, including wage orders, and common law
22 theories against Defendant a/k/a Allied Universal Janitorial Services, LLC, Universal Services of
23 America, LP, Allied Universal Security Services, Allied Universal, their former and present officers,
24 directors, employees, attorneys, insurers, benefit plans, predecessors, successors, corporate parents,
25 related entities, subsidiaries, their clients, joint employers and/or joint obligors (collectively referred to
26 herein as “Released Parties”) during the Class Period.

27 26. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
28 request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,

1 address, telephone number and last four digits of the Social Security Number of the Class Member
2 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement
3 Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement;
4 and (v) be faxed or postmarked on or before the Response Deadline.

5 27. "Response Deadline" means the deadline by which Class Members must postmark or
6 fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the
7 Settlement Administrator. The Response Deadline will be sixty (60) calendar days from the initial
8 mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60th) calendar day falls
9 on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on
10 which the U.S. Postal Service is open.

11 28. "Settlement Administration Costs" means the costs payable from the Gross Settlement
12 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
13 translating the Notice Packet from English to Spanish, printing the Notice Packet in English and Spanish,
14 distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement
15 Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement
16 Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such
17 costs in excess of the amount represented by the Settlement Administrator as being the maximum costs
18 necessary to administer the Settlement. The Settlement Administration Costs are currently estimated not
19 to exceed Fifty Thousand Dollars (\$50,000.00).

20 29. "Settlement Administrator" means Phoenix Settlement Administrators, or any other
21 third-party class action settlement administrator agreed to by the Parties and approved by the Court for
22 the purposes of administering this Settlement. The Parties each represent that they do not have any
23 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement
24 Administrator that could create a conflict of interest.

25 30. "Workweek(s)" refers to Defendant's workweek used for payroll purposes (i.e., a week
26 beginning with Friday and ending with Thursday), in which a Class Member or PAGA Member worked
27 at least one day. All Class Members will be credited with at least one Workweek.
28

1 **TERMS OF AGREEMENT**

2 The Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as follows:

3 31. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of
4 the Gross Settlement Amount of Five Million Dollars (\$5,000,000) into a Qualified Settlement Account
5 to be established by the Settlement Administrator. Defendant will pay the employer’s share of payroll
6 taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (i) Individual
7 Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (iii) the Class
8 Representative Enhancement Payments; (iv) Attorneys’ Fees and Costs; and (v) Settlement
9 Administration Costs. Defendant will deposit the Gross Settlement Amount and the employer’s share of
10 payroll taxes within fourteen (14) calendar days of the Effective Date.

11 32. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application or
12 motion by Class Counsel for Attorneys’ Fees of up to thirty-five percent (35%) of the Gross Settlement
13 Amount (\$1,750,000.00) and reasonable costs of up to Thirty-Five Thousand Dollars (\$35,000), both of
14 which will be paid from the Gross Settlement Amount. Any amount of the Attorneys’ Fees and Costs
15 not approved by the Court shall become part of the Net Settlement Amount.

16 33. Class Representative Enhancement Payment. In exchange for a general release, and in
17 recognition of her effort and work in prosecuting the Action on behalf of Class Members, Defendant
18 agrees not to oppose or impede any application or motion for Class Representative Enhancement
19 Payments of Seven Thousand Five-Hundred Dollars (\$7,500) to Plaintiff. The Class Representative
20 Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to
21 Plaintiff’s Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and
22 legally responsible to pay any and all applicable taxes on the Class Representative Enhancement
23 Payments. Any amount of the Incentive Payment not approved by the Court shall become part of the Net
24 Settlement Amount.

25 34. Settlement Administration Costs. The Settlement Administrator will be paid for the
26 reasonable costs of administration of the Settlement and distribution of payments from the Gross
27 Settlement Amount, which are currently estimated not to exceed Fifty Thousand Dollars (\$50,000.00).
28 These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required

1 tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms,
2 distributing Notice Packets, calculating and distributing the Gross Settlement Amount, and providing
3 necessary reports and declarations.

4 35. Labor and Workforce Development Agency Payment. Subject to Court approval, the
5 Parties agree that the amount of Five Hundred Thousand Dollars (\$500,000) from the Gross Settlement
6 Amount will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to
7 PAGA, Seventy-Five Percent (75%), or Three Hundred Seventy-Five Thousand Dollars (\$375,000), of
8 this sum will be paid to the LWDA and Twenty-Five Percent (25%), or One Hundred Twenty-Five
9 Thousand Dollars (\$125,000), will become part of the Net Settlement Amount.

10 36. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
11 Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained by
12 Defendant.

13 37. Individual Settlement Payment Calculations. Individual Settlement Payments will be
14 designated as 25% wages and 75% non-wages. The Individual Settlement Payments will be calculated
15 and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member
16 worked during the Class Period. Specific calculations of Individual Settlement Payments will be made as
17 follows:

18 37(a) Defendant or the Settlement Administrator will calculate the total number of
19 Workweeks worked by each Class Member during the Class Period and the
20 aggregate total number of Workweeks worked by all Class Members during
21 the Class Period.

22 37(b) To determine each Class Member's estimated "Individual Settlement
23 Payment," the Settlement Administrator will use the following formula:
24 The Net Settlement Amount will be calculated by dividing each
25 participating Class Member's individual Workweeks by the total
26 Workweeks of all Participating Class Members and multiplying the
27 resulting fraction by the Net Settlement Amount.

28 37(c) The Individual Settlement Payment will be reduced by any required

1 deductions for each Participating Class Member as specifically set forth
2 herein, including employee-side tax withholdings or deductions consistent
3 with Paragraph 57.

4 37(d) The entire Net Settlement Amount will be disbursed to all Class Members
5 who do not submit timely and valid Requests for Exclusion. If there are any
6 valid and timely Requests for Exclusion, the Settlement Administrator shall
7 proportionately increase the Individual Settlement Payment for each
8 Participating Class Member according to the number of Workweeks
9 worked, so that the amount actually distributed to the Settlement Class
10 equals 100% of the Net Settlement Amount.

11 38. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
12 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
13 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
14 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
15 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
16 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
17 or amounts to which any Class Members may be entitled under any benefit plans.

18 39. Administration Process. The Parties agree to cooperate in the administration of the
19 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
20 administration of the Settlement.

21 40. Delivery of the Class List. Within fourteen (14) calendar days after the date on which the
22 Court enters an order granting Preliminary Approval, Defendant will provide the Class List and Tax Rate
23 Information to the Settlement Administrator. This is a material term of this Settlement and if Defendant
24 fails to comply, Plaintiff will have the right to void this Settlement.

25 41. Notice by First-Class U.S. Mail. Within seven (7) calendar days after receiving the Class
26 List from Defendant, the Settlement Administrator will mail a Notice Packet in both English and Spanish
27 to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
28 identified in the Class List.

1 42. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
2 Administrator will perform a search based on the National Change of Address Database for information
3 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
4 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
5 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
6 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
7 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
8 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
9 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
10 Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar
11 days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an
12 objection to the Settlement.

13 43. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
14 will be provided in both English and Spanish: (i) information regarding the nature of the Action; (ii) a
15 summary of the Settlement's principal terms; (iii) the Settlement Class definition; (iv) the total number of
16 Workweeks each respective Class Member worked for Defendant during the Class Period; (v) each
17 Class Member's estimated Individual Settlement Payment and the formula for calculating Individual
18 Settlement Payments; (vi) the dates which comprise the Class Period; (vii) instructions on how to submit
19 Requests for Exclusion or Notices of Objection; (viii) the deadlines by which the Class Member must
20 postmark or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the
21 claims to be released.

22 44. Disputed Information on Notice Packets. Class Members will have an opportunity to
23 dispute the information provided in their Notice Packets. To the extent Class Members dispute their
24 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
25 Settlement Administrator showing that such information is inaccurate. The Settlement Administrator will
26 decide the dispute. Defendant's records will be presumed correct, but the Settlement Administrator will
27 evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of
28 the dispute. All disputes will be decided within ten (10) business days of the Response Deadline.

1 45. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
2 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
3 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
4 receiving the defective submission to advise the Class Member that his or her submission is defective
5 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
6 until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,
7 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
8 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

9 46. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
10 benefits of the class portion to the Settlement Agreement must sign and fax or postmark a written
11 Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of
12 Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the
13 exclusive means to determine whether a Request for Exclusion has been timely submitted. Class
14 Members who submit timely requests to opt out of the class portion of the Settlement will not receive
15 payment under the class Settlement and will not be bound by the terms of the proposed class Settlement
16 or the final Judgment (with the exception of claims arising under PAGA as detailed in paragraph 51). No
17 Party will take any action to encourage any Class Members to opt out of the Settlement. Defendant also
18 agrees not to obtain waivers or Pick-Up Stix agreements from the Class Members unless that individual
19 Class Member has filed his or her own separate claim, administrative charge, or action during the
20 Settlement approval process.

21 47. Proportional Increase to Gross Settlement Amount. Defendant shall certify that the
22 number of workweeks that have accrued for all class members during the Settlement Class Period does
23 not exceed 500,000 Workweeks. Should the qualifying workweeks worked by the Class Members
24 during the Class Period ultimately increase by more than 15% (i.e., by more than 75,000 Workweeks),
25 Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage
26 increase in the number of Workweeks worked by the Class Members above 15%. For example, if the
27 number of Workweeks increases by 16% the Gross Settlement Amount will increase by 1%.
28 Alternatively, Defendant may, at its discretion, elect to end the release period at the payroll period prior

1 to the completion of 575,000 workweeks worked collectively by the Class, in which case no increase
2 will be triggered. Defendant shall confirm the number of Workweeks at issue in advance of Plaintiff's
3 filing the motion for preliminary approval to confirm whether the number of Workweeks increased by
4 more than 15%.

5 48. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
6 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
7 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
8 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
9 Settlement.

10 49. Option to Void. If more than ten percent (10%) of the class opt out of the settlement,
11 Defendant shall have the option of voiding the Settlement Agreement. If Defendant voids the Settlement
12 Agreement, then Defendant will be responsible for all Settlement Administration Costs incurred up to
13 the date of voidance. Defendant shall meet and confer with Plaintiff's counsel before withdrawing from
14 the Settlement pursuant to this provision.

15 50. Releases by Participating Class Members. Upon the Effective Date, and except as to
16 such rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
17 together and individually, on their behalf and on behalf of their respective spouses, heirs, executors,
18 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
19 Parties, or any of them, from each of the Released Claims during the Class Period.

20 51. Release of PAGA Claims. As of the date the Court enters a Final Judgment, Plaintiff, the
21 LWDA, and the State of California release the Released Parties from the released PAGA claims that are
22 asserted in the Operative Complaint or could have been asserted under the California Labor Code Private
23 Attorneys General Act of 2004 based on the legal and factual allegations contained therein, for the
24 PAGA Period. Eligible PAGA Members will receive their share of the employee portion of the PAGA
25 Penalties and will be deemed to have released any claims arising out of PAGA as set forth in Paragraph
26 25, regardless of whether they opt-out from the release in the Class claims. The fact that a PAGA
27 Member has decided not to participate in the Class Settlement shall not affect the Release of PAGA
28 Claims under the PAGA for the PAGA Period. A copy of this Agreement will be provided to the

1 LWDA concurrently with the submission of the Preliminary Approval Motion.

2 52. Objection Procedures. To object to the Settlement Agreement, a Class Member must
3 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
4 Deadline. The Notice of Objection must be signed by the Class Member and contain all information
5 required by this Settlement Agreement. The postmark will be deemed the exclusive means for
6 determining that the Notice of Objection is timely. The Class Member may also appear personally or
7 through an attorney, at his or her own expense, at the Final Approval hearing. However, it is not
8 necessary for the Class Member or his or her attorney to appear at the Final Approval Hearing in order
9 for the objection to be considered by the Court. Nor is a Class Member precluded from appearing at the
10 Final Approval Hearing if he/she fails to submit an objection. Any attorney who represents a Class
11 Member objecting to this Settlement must file a notice of appearance with the Court on or prior to the
12 Response Deadline and serve Class Counsel and Defense Counsel. Plaintiff and Defendant will be
13 permitted to respond in writing to any such Objections no later than seven (7) calendar days before the
14 Final Approval hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise
15 encourage Class Members to submit written objections to the Settlement Agreement or appeal from the
16 Order and Judgment. Class Counsel will not represent any Class Members with respect to any such
17 objections to this Settlement.

18 53. Certification Reports Regarding Individual Settlement Payment Calculations. The
19 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
20 certifies the number and identity of Class Members who have submitted valid Requests for Exclusion,
21 objections to the Settlement, and whether any Class Member has submitted a challenge to any
22 information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to
23 counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as
24 needed or requested. The Settlement Administrator shall supply a draft declaration regarding the above
25 for which Plaintiff's Counsel shall be responsible for approving and reviewing.

26 54. Distribution Timing of Individual Settlement Payments. Within twenty (20) calendar
27 days of the Effective Date, the Settlement Administrator will issue payments to: (i) Participating Class
28 Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiff; and (iv) Class Counsel.

1 The Settlement Administrator will also issue a payment to itself for Court-approved services performed
2 in connection with the Settlement.

3 55. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
4 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
5 more than one hundred and eighty (180) calendar days after issuance will be tendered to the State
6 Controller's Office, Unclaimed Property Division. The Parties agree that this disposition results in no
7 "unpaid residue" under California Civil Procedure Code section 384, as all payments to the Settlement
8 Class Members will be paid out, whether or not these individuals cash their Settlement checks.
9 Therefore, Defendant will not be required to pay for any interest on such amounts.

10 56. Certification of Completion. Upon completion of administration of the Settlement, the
11 Settlement Administrator will provide a written declaration under oath to certify such completion to the
12 Court and counsel for all Parties.

13 57. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
14 be allocated as follows: (i) Twenty-Five Percent (25%) of each Individual Settlement Payment will be
15 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Seventy-Five Percent (75%) will be
16 allocated as non-wages for which IRS Forms 1099-MISC will be issued.

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

22 59. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
23 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on
24 any statement, representation, or calculation by Defendant or by the Settlement Administrator in this
25 regard.

26 60. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
27 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
28 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")

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

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

25 62. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
26 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
27 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
28

1 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
2 likewise be treated as void from the beginning.

3 63. Amended Complaint and Amended LWDA Notice. Prior to filing the Motion for
4 Preliminary Approval, Class Counsel will cooperate in the filing of an Amended LWDA Notice and a
5 second amended complaint in the *Monge* Action, which will add additional facts and theories to
6 encompass the scope of the settled and Released Claims. In the event final approval of this Settlement is
7 not obtained, any Party has the right to request that the pleadings revert to their status prior to the signing
8 of this Agreement.

9 64. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
10 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
11 for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary
12 approval of the proposed Settlement Agreement, and (iii) setting a date for a final fairness hearing. The
13 Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as
14 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this
15 Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed
16 Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting
17 all documents necessary to obtain preliminary approval. Defendant agrees not to oppose the filing of the
18 motion for preliminary approval.

19 65. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
20 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
21 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
22 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs;
23 (ii) the Class Representative Enhancement Payment; (iii) Individual Settlement Payments; (iv) the Labor
24 and Workforce Development Agency Payment; (v) all Settlement Administration Costs. The final
25 fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class
26 Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel
27 will also be responsible for drafting the attorneys' fees and costs application to be heard at the final
28 approval hearing. Defendant agrees not to oppose Plaintiff's motion for final approval.

1 66. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
2 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
3 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
4 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
5 administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or
6 as set forth in this Settlement Agreement.

7 67. Release by Plaintiff. Upon the Effective Date, in addition to the claims being released by
8 all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the
9 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not
10 asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of
11 this Settlement Agreement. The general release will further include a release of any and all charges filed
12 by Plaintiff Monge against Released Parties with the Department of Fair Employment and Housing,
13 Labor Commissioner, Department of Labor, and/or the Equal Employment Opportunity Commission.
14 To the extent the foregoing release is a release to which Section 1542 of the California Civil Code or
15 similar provisions of other applicable law may apply, Plaintiff expressly waives any and all rights and
16 benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar
17 provisions of applicable law which are as follows:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
19 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
20 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
21 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
22 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
23 DEBTOR OR RELEASED PARTY.

24 Defendant agrees that it will provide a neutral reference (consisting of dates of employment, positions
25 held) in response to any employment inquiries regarding Plaintiff provided that all inquiries are directed to
26 Defendant's verification vendor, VerifyFast, using company code 8927 via verifyfast.com or via phone at
27 (877) 400-4397.

28 68. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the

1 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
2 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

3 69. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
4 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
5 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
6 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
7 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
8 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
9 contradict the terms of this Settlement Agreement.

10 70. Amendment or Modification. No amendment, change, or modification to this Settlement
11 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

12 71. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
13 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
14 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
15 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
16 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
17 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
18 reach agreement on the form or content of any document needed to implement the Settlement, or on any
19 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
20 may seek the assistance of the Court to resolve such disagreement.

21 72. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
22 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

23 73. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
24 will be governed by and interpreted according to the laws of the State of California.

25 74. Execution and Counterparts. This Settlement Agreement is subject only to the execution
26 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
27 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
28 copies of the signature page, will be deemed to be one and the same instrument.

1 75. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
2 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
3 Settlement after arm’s-length negotiations and in the context of adversarial litigation, taking into account
4 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
5 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
6 fairness and reasonableness of this Settlement.

7 76. Invalidity of Any Provision. Before declaring any provision of this Settlement
8 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
9 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
10 valid and enforceable.

11 77. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
12 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
13 appeal any reduction to the Attorneys’ Fees and Costs below the amount they request from the Court,
14 and either party may appeal any court order that materially alters the Settlement Agreement’s terms.

15 78. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
16 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
17 approved, the stipulation to certification will be void. The Parties further agree that certification for
18 purposes of the Settlement is not an admission that class action certification is proper under the standards
19 applied to contested certification motions and that this Settlement Agreement will not be admissible in
20 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant
21 is liable to Plaintiff or any Class Member, other than according to the Settlement’s terms.

22 79. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
23 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
24 entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any
25 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
26 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
27 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
28 respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any

1 of the negotiations connected with it, will be construed as an admission or concession by Defendant of
2 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
3 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
4 offered or received as evidence in any action or proceeding to establish any liability or admission on the
5 part of Defendant or to establish the existence of any condition constituting a violation of, or a non-
6 compliance with, federal, state, local or other applicable law.

7 80. No Public Comment: The Parties and their counsel agree that they will not issue any
8 press releases, initiate any contact with the press, respond to any press inquiry, or have any
9 communication with the press about the fact, amount or terms of the Settlement wherein Defendant or
10 the Release Parties are named by name or where there is identifying information that reveals the identity
11 of Defendant or the Released Parties.

12 81. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
13 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
14 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

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

25 84. Representation By Counsel. The Parties acknowledge that they have been represented
26 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
27 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
28 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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APPROVED AS TO FORM

PROTECTION LAW GROUP, LLP

Dated: July 15, 2022

By:  _____

Heather Davis
Amir Nayebdadash

Attorneys for Plaintiff
ROSA NOLASCO MONGE

MARTENSON, HASBROUCK & SIMON LLP

Dated: 7/14/2022

By:  _____

Jeremy T. Naftel

Attorneys for Defendant
UNIVERSAL BUILDING MAINTENANCE, LLC