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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

GRISELDA ORELLANA, an individual and
on behalf of all others similarly situated and
aggrieved,

Plaintiff,

v.

ADVANCED BUILDING
MAINTENANCE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 34-2020-00286791-CU-OE-
GDS

[Assigned for all purposes to the Hon. Jill
H. Talley in Dept. 25]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: October 7, 2020
Trial Date: None Set

This Joint Stipulation re: Class Action and Representative Action Settlement
("Settlement" or "Agreement" or "Settlement Agreement") is made by and between Plaintiff
GRISELDA ORELLANA ("Plaintiff Orellana"), ISRAEL HERRERA ("Plaintiff Israel
Herrera"), ISAAC HERRERA ("Plaintiff Isaac Herrera"), CAMERON NIELSON ("Plaintiff

Nielson”), AND OLGA HERNANDEZ (“Plaintiff Hernandez” and collectively, “Plaintiffs”) individually and on behalf of the Settlement Class, on the one hand; and Defendant ADVANCED BUILDING MAINTENANCE, INC. (“Defendant”), on the other hand, in the lawsuit entitled *Orellana v. Advanced Building Maintenance, Inc., et al.*, filed in Sacramento County Superior Court, Case No. 34-2020-00286791-CU-OE-GDS (the “Action”). Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties”. This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

A. “Action” means *Orellana v. Advanced Building Maintenance, Inc., et al.*, filed in Sacramento County Superior Court, Case No. 34-2020-00286791-CU-OE-GDS

B. “Aggrieved Employees” means all current and former non-exempt employees employed by Defendant in California at any time during the PAGA Period.

C. “Class Counsel” means David D. Bibiyan and Jeffrey D. Klein of Bibiyan Law Group, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

D. “Class Period” means the period from October 7, 2016 through September 1, 2022.

E. “Class Notice” means and refers to the notice sent to Class Members after preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this Agreement.

F. “Class Settlement” means the settlement of the claims asserted in the putative class action referenced in Section 2.B. below and released pursuant to Section 7 below.

G. “Class Settlement Payments” means payments made to Settlement Class Members pursuant to Section 10 below.

H. “Court” means the Superior Court of the State of California for the County of Sacramento.

1 **I. “Final Approval Date”** means the first date after all of the following events or
2 conditions have been met or have occurred: (1) this Agreement has been executed by all Parties,
3 Class Counsel and Defense Counsel; (2) the Court has given preliminary approval to the
4 Agreement; (3) the Class Notice has been given to Settlement Class Members, providing them
5 with an opportunity to object to the terms of the Class Settlement, or opt out of the Class
6 Settlement; (4) the Court has held a Final Fairness Hearing and entered a Final Order approving
7 the settlement and the Court has entered Judgment; (5) no termination of the Agreement has
8 occurred; and (6) the later of the following events: (a) 61 calendar days after Notice of Entry of
9 Judgment; (b) when any appeal, writ, or other appellate proceeding opposing the Settlement has
10 been finally dismissed with no material change to the terms of this Agreement and no right to
11 pursue further remedies or relief.

12 **J. “Defendant”** means Advanced Building Maintenance, Inc.

13 **K. “Defense Counsel”** or **“Defendant’s Counsel”** means Greenberg Traurig, LLP,
14 counsel for Defendant Advanced Building Maintenance, Inc.

15 **L. “Employer Taxes”** means employer-funded taxes and contributions imposed on
16 the wage portions of the Individual Settlement Payments under the Federal Insurance
17 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
18 and contributions required of employers, such as for unemployment insurance.

19 **M. “General Release”** means the broader release of claims by Plaintiffs, which is in
20 addition to Plaintiffs’ limited release of claims as a Participating Class Member.

21 **N. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Three
22 Million Five Hundred Thousand Dollars and Zero Cents (\$3,500,000.00),¹ which shall be paid
23 by Defendant, from which all payments for the Individual Class Settlement Payments to
24 Participating Class Members, the Court-approved amounts for attorneys’ fees and reimbursement
25 of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service
26 Award, the Individual PAGA Payments, and the LWDA Payment shall be paid. The Gross
27

28 ¹ As the same may be increased in accordance with Paragraph 17 below.

1 Settlement Amount expressly includes employer taxes which have been paid by Defendant as
2 part of this settlement. Aside from any potential increase required by Paragraph 17 below,
3 Defendant shall not pay any sum in excess of Three Million Five Hundred Thousand Dollars and
4 Zero Cents (\$3,500,000.00) to satisfy its obligations under this Agreement.

5 **O. “Individual PAGA Payment”** means a payment made to an Aggrieved
6 Employee for his or her share of the PAGA Payment, which may be in addition to his or her
7 Individual Settlement Share if he or she is also a Participating Class Member.

8 **P. “Individual Settlement Payment”** means a payment to a Participating Class
9 Member of his or her net share of the Net Settlement Amount.

10 **Q. “Individual Settlement Share”** means the gross amount of the Net Settlement
11 Amount that a Participating Class Member is projected to receive based on the number of
12 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
13 shall be reflected in his or her Class Notice.

14 **R. “LWDA Payment”** means the payment to the State of California Labor and
15 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
16 amount allocated toward penalties under Labor Code section 2699, subd. (i) all of which is to be
17 paid from the Gross Settlement Amount. The Parties have agreed that One Hundred Thousand
18 Dollars and Zero Cents (\$100,000.00) shall be allocated toward PAGA penalties, of which
19 Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) will be paid to the LWDA (*i.e.*, the
20 LWDA Payment) and Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) will be paid
21 to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked for Defendant as
22 a non-exempt employee in California in the PAGA Period (*i.e.* the PAGA Payment).

23 **S. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
24 that is available for distribution to the Participating Class Members after deductions for the Court-
25 approved allocations for Settlement Administration Costs, Service Awards to Plaintiffs, an award
26 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, payment of
27 the employer’s taxes, the LWDA Payment, and the PAGA Payment.

1 **T. “Operative Complaint” or “Complaint”** means the First Amended Complaint
2 filed with the Court.

3 **U. “PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698 *et. seq.*).

4 **V. “PAGA Payment”** is the 25% portion of the One Hundred Thousand Dollars and
5 Zero Cents (\$100,000.00) that is allocated toward PAGA penalties (Twenty-Five Thousand
6 Dollars and Zero Cents (\$25,000.00)) that will be paid to Aggrieved Employees on a *pro rata*
7 basis based on the Workweeks worked as non-exempt employees in California in the PAGA
8 Period, which would be in addition to their Individual Settlement Payment if they are
9 Participating Class Members, as well.

10 **W. “PAGA Period”** means the period from July 27, 2019 through the end of the Class
11 Period.

12 **X. “PAGA Settlement”** means the settlement of all Aggrieved Employees’ claims
13 as asserted in the PAGA Notice and Operative Complaint and released pursuant to Section 7
14 below.

15 **Y. “Participating Class Members”** means all Settlement Class Members who do
16 not submit a timely and valid Request for Exclusion.

17 **Z. “Non-Participating Class Members”** means any Class Member who opts out of
18 the Class Settlement.

19 **AA. “Participating Individual Settlement Share”** means the gross amount of the Net
20 Settlement Amount that a Participating Class Member is eligible to receive based on the number
21 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
22 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
23 may be entitled if he or she is also an Aggrieved Employee.

24 **BB. “Plaintiffs”, “Named Plaintiffs” or “Class Representatives”** shall refer to
25 Griselda Orellana (“Plaintiff Orellana”), Israel Herrera (“Plaintiff Israel Herrera”), Isaac Herrera
26 (“Plaintiff Isaac Herrera”), Cameron Nielson (“Plaintiff Nielson”), and Olga Hernandez
27 (“Plaintiff Hernandez”).
28

1 **CC. “Preliminary Approval Date”** means the date on which the Court enters an
2 Order granting preliminary approval of the Settlement.

3 **DD. “Released Parties”** shall mean (i) Defendant and each of its past, present, and
4 future direct and indirect parents, subsidiaries, affiliates, divisions, joint ventures, licensees,
5 franchisees, and any other related legal entities, whether foreign or domestic, and (ii) the past,
6 present, and future shareholders, officers, directors, owners, executives, members, investors,
7 agents, employees, consultants, representatives, fiduciaries, insurers, attorneys, legal
8 representatives, payroll processing providers, payroll funding companies, predecessors,
9 successors, and assigns of the entities listed in (i).

10 **EE. “Response Deadline”** means the deadline for Settlement Class Members to mail
11 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
12 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
13 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
14 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
15 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
16 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
17 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or
18 Workweek Dispute was submitted by the Response Deadline.

19 **FF. “Request for Exclusion”** means a written request to be excluded from the
20 Settlement Class pursuant to Paragraph 9(C) below.

21 **GG. “Service Award”** means monetary amounts to be paid to Plaintiffs as follows: up
22 to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Orellana, and
23 up to Five Thousand Dollars and Zero Cents (\$5,000.00) each to Plaintiff Israel Herrera, Plaintiff
24 Isaac Herrera, Plaintiff Nielson, and Plaintiff Hernandez, for a total of \$27,500.00 to Plaintiffs,
25 which, subject to Court approval, will be paid out of the Gross Settlement Amount. To the extent
26 the Court does not approve the full amounts listed here in Service Award, the balance between
27 the Court-approved Service Awards and the sums listed here shall become a part of the Net
28 Settlement Amount.

1 **HH. “Settlement Administration Costs”** means all costs incurred by the Settlement
2 Administrator in administration of the Settlement including, but not limited to, translating the
3 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
4 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments,
5 Individual PAGA Payments, and Participating Individual Settlement Shares, as well as associated
6 taxes and withholdings, providing declarations, generating Individual Settlement Payment
7 checks and related tax reporting forms, doing administrative work related to unclaimed checks,
8 transmitting payment to Class Counsel for the Court-approved amounts for attorneys’ fees and
9 reimbursement of litigation costs and expenses, to Plaintiffs for their Service Award, and to the
10 LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related
11 information, and any other actions of the Settlement Administrator as set forth in this Agreement,
12 all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated
13 not to exceed \$18,500.00. If the actual amount of the Settlement Administration Costs is less
14 than \$18,500.00, the difference between \$18,500.00 and the actual Settlement Administration
15 Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
16 \$18,500.00 then such excess will be paid solely from the Gross Settlement Amount and
17 Defendant will not be responsible for paying any additional funds in order to pay these additional
18 costs.

19 **II. “Settlement Administrator”** means the Third-Party Administrator mutually
20 agreed upon by the Parties that will be responsible for the administration of the Settlement
21 including, without limitation, translating the Class Notice in Spanish, the distribution of the
22 Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount
23 and related matters under this Agreement.

24 **JJ. “Settlement Class” or “Settlement Class Members” or “Class Member”** means
25 all current and former non-exempt employees who worked in California for Defendant at any
26 time during the Class Period, either as a Participating Class Member or Non-Participating Class
27 Member.
28

1 **KK.** “**Workweeks**” means the number of weeks that a Class Member was employed
2 by and worked for the Defendant for at least one day in a non-exempt position during the Class
3 Period and/or PAGA Period in California, based on hire dates, re-hire dates (as applicable), and
4 termination dates (as applicable).

5 **2. BACKGROUND**

6 **A.** On July 27, 2020, Plaintiff Orellana filed with the LWDA and served on
7 Defendant a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy
8 of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor
9 Code violations (“PAGA Notice”).

10 **B.** On October 7, 2020, Plaintiff Orellana filed a putative wage-and-hour class and
11 representative action alleging that, during the Class Period, Defendant: (1) failed to pay overtime
12 wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in
13 lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to pay
14 all wages due upon separation from employment; (6) failed to issue accurate and compliant wage
15 statements; (7) failed to timely pay wages; (8) failed to indemnify for work expenses; (9) engaged
16 in unfair competition; and (10) violated the Labor Code for which Plaintiff Orellana sought
17 PAGA civil penalties.

18 **C.** Thereafter, the Parties agreed to attend an early mediation to resolve the Action
19 on a class and representative basis following the performance of informal discovery.
20 Specifically, in anticipation of mediation, Defendant agreed to informally produce the following:
21 (1) time and payroll records for 387 of 1,257 (31%) Class Members; (2) data points, including
22 the total number of Workweeks worked by Class Members during the Class Period, total number
23 of former employees eligible for waiting time penalties, total number of Workweeks during the
24 relevant statutory time period for wage statement penalties, hire and termination dates for Class
25 members, and the average rate of pay; (3) the total number of Aggrieved Employees, Workweeks,
26 and pay periods during the PAGA Period; (4) Plaintiff Orellana’s personnel file and payroll
27 records; (5) all policy documents, including Defendant’s August 2019 Employee Handbook; and
28

1 (6) class contact information for all Class Members who did not opt-out after administration of a
2 *Belaire-West* opt-out notice.

3 **D.** On April 28, 2022, the Parties participated in a full-day mediation before Jeff A.
4 Ross, Esquire, a well-regarded mediator experienced in mediating complex labor and
5 employment matters. The mediation was unsuccessful. However, after months of continued
6 negotiations with the aid of the mediator, the Parties reached the Settlement to resolve the Action.
7 As part and parcel to the Settlement, the Parties agreed to stipulate to Plaintiff Orellana filing a
8 First Amended Complaint in the Action, to include as named plaintiffs: Plaintiff Israel Herrera,
9 Plaintiff Isaac Herrera, Plaintiff Nielson, and Plaintiff Hernandez.

10 **E.** Class Counsel have conducted significant investigation of the law and facts
11 relating to the claims asserted in the Action and the PAGA Notice, and have concluded that the
12 Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement
13 Class, taking into account the sharply contested issues involved, the expense and time necessary
14 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
15 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
16 learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits
17 to be received by Settlement Class Members.

18 **F.** Defendant has concluded that, because of the substantial expense of defending
19 against the Action, the length of time necessary to resolve the issues presented herein, the
20 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
21 interest to accept the terms of this Agreement. Defendant denies each of the allegations and
22 claims asserted against it in the Action and the PAGA Notice. However, Defendant nevertheless
23 desires to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
24 continuing litigation and for the purpose of putting to rest the controversies engendered by the
25 Action.

26 **G.** This Agreement is intended to and does effectuate the full, final, and complete
27 resolution of all Class Released Claims of Plaintiffs and Participating Class Members, and all
28

1 PAGA Released Claims of Plaintiffs and, to the extent permitted by law, of the State of California
2 and Aggrieved Employees.

3 **3. JURISDICTION**

4 The Court has jurisdiction over the Parties and the subject matter of the Action. The
5 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
6 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
7 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
8 pursuant to California Rule of Court, rule 3.769, subdivision (h).

9 **4. STIPULATION OF CLASS CERTIFICATION**

10 The Parties stipulate to the certification of the Settlement Class under this Agreement for
11 purposes of settlement only.

12 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

13 After full execution of this Agreement, Plaintiff will move for an order granting
14 preliminary approval of the Settlement, approving and directing the mailing of the proposed
15 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A”**, conditionally
16 certifying the Settlement Class for settlement purposes only, and approving the deadlines
17 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and
18 Objections. If and when the Court preliminarily approves the Settlement, and after
19 administration of the Class Notice in a manner consistent with the Court’s Preliminary Approval
20 Order, Plaintiff will move for an order finally approving the Settlement and seek entry of a
21 Judgment in line with this Settlement. The Parties may both respond to any Objections lodged
22 to final approval of the Settlement up to five (5) court days before the Final Approval Hearing.

23 **6. STATEMENT OF NO ADMISSION**

24 Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiffs
25 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
26 PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims
27 or allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere herein,
28 in the event that this Agreement is not approved by the Court, or any appellate court, is

1 terminated, or otherwise fails to be enforceable, Plaintiffs will not be deemed to have waived,
2 limited or affected in any way any claims, rights or remedies, or defenses in the Action or the
3 PAGA Notice, and Defendant will not be deemed to have waived, limited, or affected in any way
4 any of their objections or defenses in the Action and the PAGA Notice. The Parties shall be
5 restored to their respective positions in the Action prior to the entry of this Settlement. The
6 Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing
7 on, and will not be admissible in connection with, any litigation (except for proceedings to
8 enforce or effectuate the Settlement and this Agreement).

9 **7. RELEASE OF CLAIMS**

10 **A. Release by All Participating Class Members.**

11 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
12 of Judgment, and payment by Defendant to the Settlement Administrator selected of the full
13 Gross Settlement Amount, Plaintiffs and all Participating Class Members release all claims
14 against the Released Parties asserted in the Operative Complaint filed in the Action, or any and
15 all claims that could have reasonably been asserted against the Released Parties based on the
16 factual allegations in the Operative Complaint, including: For the duration of the Class Period:
17 (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages;
18 (3) all claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims
19 for failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay
20 all wages due upon separation from employment; (6) all claims for failure to issue accurate and
21 compliant wage statements; (7) all claims for failure to pay to pay timely wages; (8) all claims
22 for failure to indemnify work expenses; and (9) all claims asserted through California Business
23 & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in
24 the Operative Complaint (collectively, "Class Released Claims").

25 **B. Release by All Aggrieved Employees**

26 For Aggrieved Employees, and, to the extent permitted by law, the State of California,
27 the release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice
28 and thereafter alleged in the Operative Complaint for PAGA civil penalties or all claims that

1 could have reasonably been asserted based on the factual allegations in the PAGA Notice and
2 thereafter alleged in the Operative Complaint, for PAGA civil penalties, including, claims
3 pursuant to Labor Code sections 210, 226.3, 558, 1197.1, and 2699 in connection with alleged
4 violations of Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 432, 510, 512,
5 558, 1174, 1194, 1194.2, 1197, 1197.1, 2802, and 2810.5 (“PAGA Released Claims”). The
6 Class Released Claims and PAGA Released Claims shall be referred to herein as the “Released
7 Claims”.

8 One of the express purposes of this Agreement and the Judgment to be entered by the
9 Court following approval of this Agreement is to forever bar Plaintiffs, any Aggrieved Employee,
10 the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf
11 of the LWDA from asserting any of the PAGA Released Claims in any future litigation. It is the
12 intent of the Parties that, to the greatest extent provided by law, the ability of Plaintiffs, the State
13 of California and any Aggrieved Employee (which includes any legal heirs and/or successors in
14 interest of each and every Aggrieved Employee, including Plaintiffs) to bring a PAGA Released
15 Claim on behalf of the LWDA is completely and forever foreclosed. Any Party to this Agreement
16 may use the Agreement to assert that this Agreement and the Judgment to be entered by the Court
17 following approval of this Agreement bars any later-filed action asserting any of the PAGA
18 Released Claims against Released Parties. The provisions of this Agreement and this section
19 apply regardless of whether Plaintiffs and/or the Aggrieved Employees cash the checks being
20 sent to them pursuant to this Agreement, so long as the Gross Settlement Amount is administered
21 and carried out according to this Agreement. Beyond the Gross Settlement Amount, Defendant
22 shall not owe any further monies to anyone for the PAGA Released Claims or as a result of this
23 Settlement.

24 **C. Claims Not Released**

25 The releases above expressly exclude all other claims, including claims for vested
26 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
27 compensation, and any other claims outside of the Class Released Claims of Participating Class
28 Members arising during the Class Period and the PAGA Released Claims of Aggrieved

1 Employees and, to the extent permitted by law, the State of California, arising outside of the
2 PAGA Period.

3 **D. General Release**

4 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
5 of Judgment, and payment by Defendant to the Settlement Administrator selected of the full
6 Gross Settlement Amount, in addition to the Released Claims, Plaintiffs make the additional
7 following General Release: Plaintiffs release the Released Parties from all claims, demands,
8 rights, liabilities and causes of action of every nature and description whatsoever, known or
9 unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of
10 any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with
11 any act or omission of the Released Parties through the date of full execution of this Agreement
12 in connection with Plaintiffs' employment with Defendant or the termination thereof, except for
13 any and all other claims that may not be released as a matter of law through this Agreement. To
14 the extent of the General Release provided herein, Plaintiffs stipulate and agree that, upon entry
15 of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by
16 Defendant to the Settlement Administrator selected of the full Gross Settlement Amount which
17 includes Employers' Taxes necessary to effectuate the Settlement, they shall have expressly
18 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits
19 of Section 1542 of the California Civil Code, or any other similar provision under federal or state
20 law, which provides:

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

24 **8. SETTLEMENT ADMINISTRATOR**

25 **A.** Plaintiffs and Defendant, through their respective counsel, have selected Phoenix
26 Settlement Administrators to administer the Settlement which includes, but is not limited to,
27 translating the Class Notice to Spanish, distributing and responding to inquiries about the Class
28 Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and

1 expenses of the Settlement Administrator, currently estimated to be \$18,500.00 will be paid from
2 the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is
3 less than \$18,500.00, the difference between \$18,500.00 and the actual Settlement
4 Administration Costs shall be a part of the Net Settlement Amount. If the Settlement
5 Administration Costs exceed \$18,500.00, then such excess will be paid solely from the Gross
6 Settlement Amount and Defendant will not be responsible for paying any additional funds in
7 order to pay these additional costs.

8 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION PROCESS**

9 **A. Notice to the Settlement Class Members**

10 (1) Within seven (7) calendar days after the Preliminary Approval Date,
11 Defendant's Counsel shall provide the Settlement Administrator with information with respect
12 to each Settlement Class Member, including his or her: (1) name; (2) last known address(es)
13 currently in Defendant's possession, custody, or control; (3) last known telephone number(s)
14 currently in Defendant's possession, custody, or control; (4) last known Social Security
15 Number(s) in Defendant's possession, custody, or control; and (5) the dates of employment (*i.e.*,
16 hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class
17 Member ("Class List"), which shall be made available to Class Counsel upon request for the
18 purpose of effectuating the Settlement only. The Settlement Administrator shall perform an
19 address search using the United States Postal Service National Change of Address ("NCOA")
20 database and update the addresses contained on the Class List with the newly-found addresses,
21 if any. Within seven (7) calendar days, or soon thereafter, of receiving the Class List from
22 Defendant, the Settlement Administrator shall mail the Class Notice in English and Spanish to
23 the Settlement Class Members via first-class regular U.S. Mail using the most current mailing
24 address information available. The Settlement Administrator shall maintain the Class List and
25 digital copies of all the Settlement Administrator's records evidencing the giving of notice to any
26 Settlement Class Member, for at least four (4) years from the Final Approval Date.

27 (2) The Class Notice will set forth:
28

- 1 (a) the Settlement Class Member's estimated Individual Settlement
- 2 Payment and Individual PAGA Payment (if any), and the basis for
- 3 each;
- 4 (b) the information required by California Rules of Court, rule 3.766,
- 5 subdivision (d);
- 6 (c) the material terms of the Settlement;
- 7 (d) the proposed Settlement Administration Costs;
- 8 (e) the definition of the Settlement Class;
- 9 (f) a statement that the Court has preliminarily approved the
- 10 Settlement;
- 11 (g) how the Settlement Class Member can obtain additional
- 12 information, including contact information for Class Counsel;
- 13 (h) information regarding opt-out and objection procedures;
- 14 (i) the date and location of the Final Approval Hearing; and
- 15 (j) that the Settlement Class Member must notify the Settlement
- 16 Administrator no later than the Response Deadline if the
- 17 Settlement Class Member disputes the accuracy of the number of
- 18 Workweeks as set forth on his or her Class Notice ("Workweek
- 19 Dispute"). If a Settlement Class Member fails to timely dispute
- 20 the number of Workweeks attributed to him or her in conformity
- 21 with the instructions in the Class Notice, then he or she shall be
- 22 deemed to have waived any objection to its accuracy and any claim
- 23 to any additional settlement payment based on different data.

24 (3) If a Class Notice from the initial notice mailing is returned as
25 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
26 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
27 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
28 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator

1 is successful in obtaining a new address, it will promptly re-mail the Class Notice to the
2 Settlement Class Member. Further, any Class Notices that are returned to the Settlement
3 Administrator with a forwarding address before the Response Deadline shall be promptly re-
4 mailed to the forwarding address affixed thereto.

5 (4) No later than seven (7) calendar days from the Response Deadline, the
6 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
7 completion of the notice process, including the number of attempts to obtain valid mailing
8 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
9 and copies of all Requests for Exclusion and Objections received by the Settlement
10 Administrator.

11 **B. Objections**

12 Only Participating Class Members may object to the Class Settlement. In order for any
13 Settlement Class Member to object to the Class Settlement in writing, or any term of it, he or she
14 must do so by mailing a written objection to the Settlement Administrator at the address or phone
15 number provided on the Class Notice no later than the Response Deadline. The Settlement
16 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendant's
17 Counsel and attach copies of all Objections to the Declaration it provides Class Counsel and
18 Defendant's Counsel, which Class Counsel shall file in support of Plaintiff's Motion for Final
19 Approval. The Objection should set forth in writing: (1) the Objector's name; (2) the Objector's
20 address; (3) the last four digits of the Objector's Social Security Number; (4) the Objector's
21 signature; (5) a statement of whether the Objector plans to appear at the Final Approval Hearing;
22 and (6) the reason(s) for the Objection, along with whatever legal authority, if any, the Objector
23 asserts in support of the Objection. If a Settlement Class Member objects to the Class Settlement,
24 the Settlement Class Member will remain a member of the Settlement Class and if the Court
25 approves this Agreement, the Settlement Class Member will be bound by the terms of the Class
26 Settlement in the same way and to the same extent as a Settlement Class Member who does not
27 object. The date of mailing of the Class Notice to the objecting Settlement Class Member shall
28 be conclusively determined according to the records of the Settlement Administrator. Settlement

1 Class Members need not object in writing to be heard at the Final Approval Hearing; they may
2 object or comment in person at the hearing at their own expense. Class Counsel and Defendant's
3 Counsel may respond to any objection lodged with the Court up to five (5) court days before the
4 Final Approval Hearing. Aggrieved Employees may not object to the PAGA portion of the
5 Settlement.

6 **C. Requesting Exclusion**

7 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the Class
8 Settlement by mailing a written request to be excluded from the Class Settlement² ("Request for
9 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
10 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the Class
11 Member's Social Security Number; (3) the Class Member's signature; and (4) the following
12 statement: "Please exclude me from the Settlement Class in the *Orellana v. Advanced Building*
13 *Maintenance, Inc.* matter" or any statement of similar meaning standing for the proposition that
14 the Class Member does not wish to participate in the Settlement. The Settlement Administrator
15 shall immediately provide copies of all Requests for Exclusion to Class Counsel and Defendant's
16 Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its
17 declaration to be provided in advance of the Final Approval Hearing. Not later than seven (7)
18 days after the Response Deadline, the Administrator shall email a complete list to Class Counsel
19 and Defense Counsel containing all those who filed valid Requests for Exclusion ("Exclusion
20 List"). Any Settlement Class Member who requests exclusion using this procedure will not be
21 entitled to receive any payment from the Settlement and will not be bound by the Settlement
22 Agreement or have any right to object to, appeal, or comment on the Settlement. Any Settlement
23 Class Member who does not opt out of the Settlement by submitting a timely and valid Request
24 for Exclusion will be bound by all terms of the Settlement, including those pertaining to the
25 Released Claims, as well as any Judgment that may be entered by the Court if Final Approval of
26

27 ² Settlement Class Members who worked during the PAGA Period as Aggrieved Employees that submit
28 a valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their Individual
PAGA Payments, and will be bound by the release of the PAGA Released Claims. A Settlement Class
Member may only opt out from the Class Settlement, and not the PAGA Settlement.

1 the Settlement is granted. A Settlement Class Member cannot submit both a Request for
2 Exclusion and an objection. If a Settlement Class Member submits an Objection and a Request
3 for Exclusion, the Request for Exclusion will control and the Objection will be overruled.

4 If the number of valid Requests for Exclusion exceeds 10% of the total of all Settlement
5 Class Members, Defendant may, but is not obligated, elect to withdraw from the Class
6 Settlement. The Parties agree that, if Defendant withdraws, the Class Settlement shall be void *ab*
7 *initio*, have no force or effect whatsoever, and that neither Party will have any further obligation
8 to perform under this Agreement; provided, however, Defendant will remain responsible for
9 paying all Settlement Administration Expenses incurred to that point. Defendant must notify
10 Class Counsel and the Court of its election to withdraw not later than seven days after the
11 Administrator sends the final Exclusion List to Defense Counsel; late elections will have no
12 effect.

13 **D. Disputes Regarding Settlement Class Members' Workweek Data**

14 Each Settlement Class Member may dispute the number of Workweeks attributed to him
15 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
16 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
17 Response Deadline. The Settlement Administrator shall immediately provide copies of all
18 disputes to Class Counsel and Defendant's Counsel and shall immediately attempt to resolve all
19 such disputes directly with relevant Settlement Class Member(s) with the assistance of
20 Defendant's and Class Counsel. If the dispute cannot be resolved in this manner, the Settlement
21 Administrator shall resolve the dispute.

22 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA** 23 **PAYMENTS**

24 Individual Settlement Payments will be calculated and distributed to Participating Class
25 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
26 Members' respective number of Workweeks during the Class Period. Individual PAGA
27 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
28 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective

1 number of Workweeks during the PAGA Period. Specific calculations of the Individual
2 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
3 follows:

4 **A.** The Settlement Administrator will determine the total number of Workweeks
5 worked by each Settlement Class Member during the Class Period (“Class Member’s
6 Workweeks”), as well as the aggregate number of Workweeks worked by all Settlement Class
7 Members during the Class Period (“Class Workweeks”). Additionally, the Settlement
8 Administrator will determine the total number of Workweeks worked by each Aggrieved
9 Employee during the PAGA Period (“Aggrieved Employee’s Workweeks”), as well as the
10 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
11 (“PAGA Workweeks”).

12 **B.** To determine each Settlement Class Member’s Individual Settlement Share, the
13 Settlement Administrator will use the following formula: Individual Settlement Share =
14 (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount.

15 **C.** To determine each Participating Class Member’s Participating Individual
16 Settlement Share, the Settlement Administrator will determine the aggregate number of
17 Workweeks worked by all Participating Class Members during the Class Period (“Participating
18 Class Workweeks”) and use the following formula: Individual Settlement Share =
19 (Participating Class Member’s Workweeks ÷ Participating Class Workweeks) × Net Settlement
20 Amount.

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

24 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
25 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
26 PAGA Payment = (Aggrieved Employee’s Workweeks ÷ PAGA Workweeks) x \$25,000.00
27 (the PAGA Payment).

28 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid

1 to Participating Class Members and/or Aggrieved Employees by way of check. The
2 Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees
3 including Non-Participating Class Members who qualify as Aggrieved Employees. When a
4 Participating Class Member is also an Aggrieved Employee, one check may be issued that
5 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

6 **11. DISTRIBUTION OF PAYMENTS**

7 **A. Distribution of Individual Settlement Payments.**

8 Participating Class Members will receive an Individual Settlement Payment and
9 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
10 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
11 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
12 calendar days after expiration of the 180-day period, checks for such payments shall be
13 canceled and funds associated with such checks shall be considered unpaid, unclaimed or
14 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid
15 Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil
16 Procedure section 384, shall be transmitted to Legal Services of Northern California, 515 12th
17 Street, Sacramento, CA 95814 the *cy pres* recipient, for use in Sacramento County. The
18 Settlement Administrator shall prepare a report regarding the distribution plan pursuant to Code
19 of Civil Procedure section 384 and the report shall be presented to the Court by Class Counsel
20 along with a proposed amended judgment that is consistent with the provisions of Code of Civil
21 Procedure section 384.

22 **B. Funding of Settlement.**

23 Defendant shall, within seven (7) calendar days of Final Approval Date, make payment
24 of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 17 of this
25 Agreement), which includes the Employer Taxes, to the Settlement Administrator pursuant to
26 Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement
27 account (“QSA”) with an FDIC insured banking institution, for distribution in accordance with
28 this Agreement and the Court’s Orders and subject to the conditions described herein.

1 **C. Time for Distribution.**

2 Within seven (7) calendar days after payment of the full Gross Settlement Amount by
3 Defendant, or as soon thereafter as practicable, the Settlement Administrator shall distribute
4 Payments from the QSA for: (1) the Service Awards to Plaintiffs as specified in this Agreement
5 and approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid to Class Counsel,
6 as specified in this Agreement and approved by the Court; (3) the Settlement Administrator
7 Costs, as specified in this Agreement and approved the Court; (4) the LWDA Payment, as
8 specified in this Agreement and approved by the Court; and (5) the Individual PAGA Payments
9 as specified in this Agreement and approved by the Court. The balance remaining shall constitute
10 the Net Settlement Amount from which Individual Settlement Payments shall be made to
11 Participating Class Members, less applicable taxes and withholdings. All interest accrued shall
12 be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating Class
13 Members based on the number of Workweeks worked by them in the Class Period.

14 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

15 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys'
16 fees of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph
17 17 of this Agreement, amounts to One Million Two Hundred Twenty-Five Thousand and Zero
18 Cents (\$1,225,000.00). Class Counsel shall further apply for, and Defendant shall not oppose, an
19 application or motion by Class Counsel for reimbursement of actual costs associated with Class
20 Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to
21 Forty Thousand Dollars and Zero Cents (\$40,000.00). Awards of attorneys' fees and costs shall
22 be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs
23 necessary to prosecute, settle, and obtain Final Approval of the settlement in Action. The
24 "future" aspect of the amounts stated herein includes, without limitation, all time and expenses
25 expended by Class Counsel (including any appeals therein). There will be no additional charge
26 of any kind to either the Settlement Class Members or request for additional consideration from
27 Defendant for such work unless, Defendant materially breach this Agreement, including any term
28 regarding funding, and further efforts are necessary from Class Counsel to remedy said breach,

1 including, without limitation, moving the Court to enforce the Agreement. Should the Court
2 approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the
3 amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement
4 Amount.

5 **13. SERVICE AWARD TO PLAINTIFFS**

6 Named Plaintiffs shall seek, and Defendant shall not oppose, a Service Award in an
7 amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to
8 Plaintiff Orellana and Five Thousand Dollars and Zero Cents (\$5,000.00) each to Plaintiff Israel
9 Herrera, Plaintiff Isaac Herrera, Plaintiff Nielsen, and Plaintiff Hernandez, for a total of
10 \$27,500.00 to Plaintiffs, for their participation in and assistance with the Action. Any Service
11 Award awarded to Plaintiffs shall be paid from the Gross Settlement Amount and shall be
12 reported on an IRS Form 1099. If the Court approves the Service Award to Plaintiffs in less than
13 the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement
14 Amount.

15 **14. TAXATION AND ALLOCATION**

16 **A.** Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
17 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
18 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
19 agree that the employees' share of taxes and withholdings with respect to the wage-portion of the
20 Individual Settlement Share will be withheld from the Individual Settlement Share in order to
21 yield the Individual Settlement Payment. The amount of federal income tax withholding will be
22 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
23 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
24 be made pursuant to applicable state and/or local withholding codes or regulations.

25 **B.** Forms W-2 and/or Forms 1099 will be distributed by the Settlement
26 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
27 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
28 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes

1 set forth in this Section may be modified in a manner to bring Defendant into compliance with
2 any such changes.

3 C. The Gross Settlement Amount expressly includes employer taxes which have been
4 paid by Defendant as part of this settlement.

5 D. The Settlement Administrator shall be responsible for paying the employer's and
6 employees' shares of taxes and withholdings out of the Gross Settlement Amount and the Net
7 Settlement Amount, respectively.

8 E. Neither Counsel for Plaintiff nor Defendant intend anything contained in this
9 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
10 be relied upon as such within the meaning of United States Treasury Department Circular 230
11 (31 C.F.R. Part 10, as amended) or otherwise.

12 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

13 The Parties agree to allocate One Hundred Thousand Dollars and Zero Cents
14 (\$100,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA,
15 seventy-five percent (75%) of the amount allocated toward PAGA (\$75,000.00) will be paid to
16 the LWDA and twenty-five percent (25%) (\$25,000.00) will be distributed to Aggrieved
17 Employees on a *pro rata* basis based upon their respective Workweeks worked as Aggrieved
18 Employees during the PAGA Period.

19 **16. COURT APPROVAL**

20 This Agreement is contingent upon an order by the Court granting Final Approval of the
21 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
22 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
23 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
24 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
25 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
26 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
27 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
28 the Settlement Agreement being voided or not approved, and which control in such an event.

1 **17. INCREASE IN WORKWEEKS**

2 Defendant represents that there are no more than 96,120 Workweeks worked during the
3 Class Period. In the event that it is determined that the number of Workweeks worked by Class
4 Members during the Class Period increases by more than 10%, or 9,612 Workweeks, then the
5 Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of
6 96,120 Workweeks multiplied by the Workweek Value. The Workweek Value shall be
7 calculated by dividing the originally agreed-upon Gross Settlement Amount (\$3,500,000.00)
8 by 96,120, which amounts to a Workweek Value of \$36.41. Thus, for example, should there
9 be 106,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be
10 increased by \$359,730.80. $((106,000 \text{ Workweeks} - 96,120 \text{ Workweeks}) \times \36.41 per
11 $\text{Workweek.})$.

12 **18. NOTICE OF JUDGMENT**

13 In addition to any duties set out herein, the Settlement Administrator shall provide
14 notice of the Final Judgment entered in the Action by posting the same on its website for a
15 period of no less than four (4) years.

16 **19. MISCELLANEOUS PROVISIONS**

17 **A. Interpretation of the Agreement.**

18 This Agreement constitutes the entire agreement between the Parties with respect to its
19 subject matter. Except as expressly provided herein, this Agreement has not been executed in
20 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
21 written representations or terms shall modify, vary or contradict its terms. In entering into this
22 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
23 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
24 enforced under the laws of the State of California, both in its procedural and substantive aspects,
25 without regard to its conflict of law provisions. Any claim arising out of or relating to the
26 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
27 Court of the State of California for the County of Sacramento, and Plaintiffs and Defendant
28 hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection

1 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
2 and each of them, participated in the negotiation and drafting of this Agreement and had available
3 to them the advice and assistance of independent counsel. As such, neither Plaintiffs nor
4 Defendant may claim that any ambiguity in this Agreement should be construed against the other.
5 The Agreement may be modified only by a writing signed by counsel for the Parties and approved
6 by the Court.

7 **B. Further Cooperation and No Solicitation.**

8 The Parties and their respective attorneys shall proceed diligently to prepare and execute
9 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
10 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
11 will not take any action inconsistent with this Agreement, including, without limitation,
12 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
13 Party has taken actions inconsistent with the Settlement, including, without limitation,
14 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
15 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
16 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
17 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
18 opt-outs and/or objections.

19 **C. Counterparts.**

20 The Agreement may be executed in one or more actual or non-original counterparts, all
21 of which will be considered one and the same instrument and all of which will be considered
22 duplicate originals.

23 **D. Authority.**

24 Each individual signing below warrants that he or she has the authority to execute this
25 Agreement on behalf of the Party for whom or which that individual signs.

26 **E. No Third-Party Beneficiaries.**

27 Plaintiffs, Participating Class Members, Aggrieved Employees, the State of California,
28 Class Counsel, and Released Parties are direct beneficiaries of this Agreement, but there are no

1 third-party beneficiaries.

2 **F. Deadlines Falling on Weekends or Holidays.**

3 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
4 or legal holiday, that deadline shall be continued until the following business day.

5 **G. Jurisdiction of the Court.**

6 Pursuant to California Code of Civil Procedure section 664.6 and California Rule of
7 Court, rule 3.769, subdivision (h)., the Court shall retain jurisdiction with respect to the
8 interpretation, implementation, and enforcement of the terms of this Settlement Agreement and
9 all orders and judgments entered in connection therewith, and the Parties and their counsel hereto
10 submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing
11 the settlement embodied in this Settlement Agreement and all orders and judgments entered in
12 connection therewith.

13 **H. Severability.**

14 In the event that one or more of the provisions contained in this Agreement shall for any
15 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
16 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
17 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
18 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

19 **I. Confidentiality Prior to Preliminary Approval.**

20 Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the
21 Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose,
22 disseminate and/or publicize, or cause or permit another person to disclose, disseminate or
23 publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to
24 any person, corporation, association, government agency, or other entity except: (1) to the
25 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
26 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
27 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to
28 an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to

1 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking
2 such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not
3 to, directly or indirectly, initiate any conversation or other communication, before the filing of
4 the Motion for Preliminary Approval, with any third party regarding this Agreement or the
5 matters giving rise to this Agreement except to respond only that “the matter was resolved,” or
6 words to that effect.

7 **J. No Publicity.**

8 Class Counsel shall not publicize this Settlement Agreement, the terms contained within
9 this Settlement Agreement, or the Gross Settlement Amount in any fashion. Further, Class
10 Counsel may not reference the name of any Party or name of this Action on its website(s),
11 although Class Counsel may provide a generic description of this case without identifying any of
12 the Released Parties or Defense Counsel. However, this paragraph does not restrict Class
13 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical
14 obligations owed to Class Members and Class Counsel is expressly permitted to respond to
15 questions consistent with said ethical obligations as Class Counsel.

16 **K. Use and Return of Class Data.**

17 Information provided to Class Counsel pursuant to Cal. Evid. Code §1152 and all
18 information listed in Paragraph 2(C) of this Agreement, and all copies and summaries of the
19 Class Data provided to Class Counsel by Defendant in connection with the mediation, other
20 settlement negotiations, or in connection with the Settlement, may be used only with respect to
21 this Settlement, and no other purpose, and may not be used in any way that violates any existing
22 contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
23 Court discharges the Administrator’s obligation to provide a Declaration confirming the final pay
24 out of all Settlement funds, Plaintiffs shall destroy all class contact information in Plaintiffs’
25 possession, including contact information obtained prior to mediation, for all Class Members,
26 including those who opted out after administration of a *Belair-West* opt-out notice. However,
27 Plaintiffs may retain contact information of Class Members who have engaged Class Counsel for
28 legal services relating to this Action.

1 **L. No Prior Assignments.**


2 The Parties separately represent and warrant that they have not directly or indirectly
3 assigned, transferred, encumbered, or purported to assign, transfer, or indirectly assigned,
4 transferred, encumbered, purported to assign, transfer, or encumber to any person or entity any
5 portion of any liability, claim, demand, action, cause of action, or right release and discharged
6 by the Party in this Settlement.

7 **M. Stay of Litigation.**

8 The Parties agree that upon execution of this Agreement the litigation shall be stayed,
9 except to effectuate the terms of this Agreement. The Parties further agree that upon the signing
10 of this Agreement that pursuant to CCP Section 583.330 to extend the date to bring a case to trial
11 under CCP Section 583.310 for the entire period of this settlement process.

12
13 **IT IS SO AGREED:**

14 Dated: Dec 23, 2022, 2022


Griselda Orellana (Dec 23, 2022 13:54 PST)
GRISELDA ORELLANA
Plaintiff and Class Representative

16
17 Dated: _____, 2022

ISRAEL HERRERA
Plaintiff and Class Representative

19
20 Dated: _____, 2022

ISAAC HERRERA
Plaintiff and Class Representative

22
23 Dated: _____, 2022

CAMERON NIELSON
Plaintiff and Class Representative

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Dated: _____, 2022

OLGA HERNANDEZ
Plaintiff and Class Representative

Dated: _____, 2022

ADVANCED BUILDING MAINTENANCE,
INC.
Defendant
By: _____
Its: _____

AGREED AS TO FORM:

Dated: _____, 2022

DAVID D. BIBIYAN
VEDANG J. PATEL
**Counsel for Plaintiff GRISELDA
ORELLANA**

Dated: _____, 2022

TIMOTHY J. LONG
TAYLOR HALL
**Counsel for Defendant ADVANCED
BUILDING MAINTENANCE, INC.**

1 **L. No Prior Assignments.**

2 The Parties separately represent and warrant that they have not directly or indirectly
3 assigned, transferred, encumbered, or purported to assign, transfer, or indirectly assigned,
4 transferred, encumbered, purported to assign, transfer, or encumber to any person or entity any
5 portion of any liability, claim, demand, action, cause of action, or right release and discharged
6 by the Party in this Settlement.

7 **M. Stay of Litigation.**


8 The Parties agree that upon execution of this Agreement the litigation shall be stayed,
9 except to effectuate the terms of this Agreement. The Parties further agree that upon the signing
10 of this Agreement that pursuant to CCP Section 583.330 to extend the date to bring a case to trial
11 under CCP Section 583.310 for the entire period of this settlement process.

12
13 **IT IS SO AGREED:**

14 Dated: _____, 2022

GRISELDA ORELLANA
Plaintiff and Class Representative

15
16
17 Dated: Jan 11, 2023
_____, 2022


[Israel Herrera \(Jan 11, 2023 01:35 PST\)](#)
ISRAEL HERRERA
Plaintiff and Class Representative

18
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21 Dated: _____, 2022

ISAAC HERRERA
Plaintiff and Class Representative

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23
24 Dated: _____, 2022

CAMERON NIELSON
Plaintiff and Class Representative

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1 **L. No Prior Assignments.**

2 The Parties separately represent and warrant that they have not directly or indirectly
3 assigned, transferred, encumbered, or purported to assign, transfer, or indirectly assigned,
4 transferred, encumbered, purported to assign, transfer, or encumber to any person or entity any
5 portion of any liability, claim, demand, action, cause of action, or right release and discharged
6 by the Party in this Settlement.

7 **M. Stay of Litigation.**

8 The Parties agree that upon execution of this Agreement the litigation shall be stayed,
9 except to effectuate the terms of this Agreement. The Parties further agree that upon the signing
10 of this Agreement that pursuant to CCP Section 583.330 to extend the date to bring a case to trial
11 under CCP Section 583.310 for the entire period of this settlement process.

12
13 **IT IS SO AGREED:**


14 Dated: _____, 2022

GRISELDA ORELLANA
Plaintiff and Class Representative

16
17 Dated: _____, 2022

ISRAEL HERRERA
Plaintiff and Class Representative

19
20 Dated: Dec 22, 2022
21 _____, 2022


[Isaac Herrera \(Dec 22, 2022 13:18 PST\)](#)

ISAAC HERRERA
Plaintiff and Class Representative

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24 Dated: _____, 2022

CAMERON NIELSON
Plaintiff and Class Representative

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1 **L. No Prior Assignments.**

2 The Parties separately represent and warrant that they have not directly or indirectly
3 assigned, transferred, encumbered, or purported to assign, transfer, or indirectly assigned,
4 transferred, encumbered, purported to assign, transfer, or encumber to any person or entity any
5 portion of any liability, claim, demand, action, cause of action, or right release and discharged
6 by the Party in this Settlement.

7 **M. Stay of Litigation.**

8 The Parties agree that upon execution of this Agreement the litigation shall be stayed,
9 except to effectuate the terms of this Agreement. The Parties further agree that upon the signing
10 of this Agreement that pursuant to CCP Section 583.330 to extend the date to bring a case to trial
11 under CCP Section 583.310 for the entire period of this settlement process.

12
13 **IT IS SO AGREED:**

14 Dated: _____, 2022

GRISELDA ORELLANA
Plaintiff and Class Representative


16
17 Dated: _____, 2022

ISRAEL HERRERA
Plaintiff and Class Representative

19
20
21 Dated: _____, 2022

ISAAC HERRERA
Plaintiff and Class Representative


23
24 Dated: Dec 21, 2022
_____, 2022


[Cameron Nielsen \(Dec 21, 2022 12:41 PST\)](#)
CAMERON NIELSON
Plaintiff and Class Representative

25
26
27 ///

28 ///

1 Dated: Jan 10, 2023, 2022


Olga Hernandez (Jan 10, 2023 09:34 PST)

OLGA HERNANDEZ
Plaintiff and Class Representative

2
3
4 Dated: _____, 2022

ADVANCED BUILDING MAINTENANCE,
INC.
Defendant
By: _____
Its: _____

8 **AGREED AS TO FORM:**

9
10 Dated: January 13, 2023, ~~2022~~



DAVID D. BIBIYAN
VEDANG J. PATEL
**Counsel for Plaintiff GRISELDA
ORELLANA**

14 Dated: _____, 2022

TIMOTHY J. LONG
TAYLOR HALL
**Counsel for Defendant ADVANCED
BUILDING MAINTENANCE, INC.**