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RAYMOND LEE SMITH

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

RAYMOND L. SMITH, on behalf of
himself and all others similarly situated;

Plaintiff,

vs.

CAMILO LOPEZ, INC. dba C.L.
CONCRETE, a California corporation; and
DOES 1 through 100, inclusive,

Defendant.

Case No.: 20STCV47555

**FURTHER AMENDED STIPULATION OF
CLASS ACTION AND PAGA
SETTLEMENT**

Assigned for all purposes to Judge David S.
Cunningham, Dept. 11

Action Filed: December 14, 2020

1 IT IS HEREBY STIPULATED, by and between Plaintiff Raymond L. Smith
2 (“Plaintiff”), individually and on behalf of all others similarly situated, and Defendant Camilo
3 Lopez, Inc. dba C.L. Concrete (“Defendant”), and subject to the approval of the Court, that the
4 Action is hereby compromised and settled pursuant to the terms and conditions set forth in this
5 Further Amended Stipulation of Class Action and PAGA Settlement (“Stipulation”) and that the
6 Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set
7 forth below, and subject to the definitions, recitals, and terms set forth herein which by this
8 reference become an integral part of this Stipulation. As defined below, Plaintiff and Defendant
9 shall be collectively referred to herein as “the Parties.”

10 **DEFINITIONS**

11 1. “Action” means the putative class and representative action entitled *Raymond L.*
12 *Smith v. Camilo Lopez, Inc. dba C.L. Concrete*, filed in the Superior Court of California, County
13 of Los Angeles, Case No. 20STCV47555, filed on December 14, 2020.

14 2. “Class Counsel” means CounselOne, P.C., including Anthony Orshanksy, Esq.
15 and Jennifer L. Connor, Esq.

16 3. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
17 litigation and resolution of the Action (not to exceed 35% of the sum of the Maximum
18 Settlement Amount), and Class Counsel’s expenses and costs reasonably incurred in connection
19 with the Action (not to exceed \$15,000.00).

20 4. “Class Information” means information regarding Class Members that Defendant
21 shall in good faith compile from their records and shall be authorized by the Court to transmit in
22 a secured manner to the Settlement Administrator and which the Settlement Administrator shall
23 agree in writing to maintain in a secure manner. Class Information shall be transmitted in
24 electronic form and shall include each Class Member’s: full name; last known address; last
25 known telephone number; Social Security number; start and end dates of active employment as
26 a non-exempt employee; Qualified Pay Periods; Qualified PAGA Pay Periods.

27 5. “Class Members” means all current and former non-exempt employees who
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1 worked for Defendant Camilo Lopez, Inc. dba C.L. Concrete in the State of California at any
2 time during the Class Period.

3 6. “Class Notice” means the Notice of Class Action and PAGA Settlement,
4 substantially in the form attached as **Exhibit 1**, which shall be subject to Court approval and
5 which the Settlement Administrator shall mail to each Class Member explaining the terms of
6 this Stipulation and Settlement.

7 7. “Class Period” means the period from December 14, 2016 through January 3,
8 2022.

9 8. “Class Representative Service Award” means the amount that the Court
10 authorizes to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment and
11 PAGA Payment, in recognition of Plaintiff’s efforts and risks in assisting with the prosecution
12 of the Action.

13 9. “Complaint” means the operative complaint on file in the Action, namely
14 Plaintiff’s Complaint filed on December 14, 2020.

15 10. “Court” means the Superior Court of California for the County of Los Angeles.

16 11. “Defense Counsel” means Atkinson, Andelson, Loya, Ruud & Romo, including
17 Thomas W. Kovacich and Joshua N. Lange.

18 12. “Defendant” means Defendant Camilo Lopez, Inc. dba C.L. Concrete.

19 13. “Effective Date” of this Stipulation shall be the date of the Court’s order
20 approving the settlement and judgment thereon (“Judgment”) becomes final. For purposes of
21 this Stipulation, the Court’s Judgment “becomes final” upon the latter of: (i) if no appeal is
22 filed, the expiration date of the time for the filing or noticing of any appeal from, or other
23 challenge to, the Court’s Judgment (i.e., 30 calendar days after notice of entry of the Court’s
24 Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes
25 final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or
26 the final dismissal of any proceeding on review of any court of appeal decision relating to the
27 Judgment.

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1 14. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll
2 taxes, including, but not limited to FICA and FUTA, on the portion of the Individual Settlement
3 Payments that constitutes wages. The Employer’s Share of Payroll Taxes shall be paid
4 separately from and in addition to the Maximum Settlement Amount.

5 15. “Exclusion Form” or “Request for Exclusion” means the form which shall be
6 sent by the Settlement Administrator to each Class Member and by which Class Members may
7 elect to be excluded from the Action and Settlement, substantially in the form attached as
8 **Exhibit 3**.

9 16. “Final Approval Hearing” means the hearing to be conducted by the Court after
10 the filing by Plaintiff of an appropriate motion and following appropriate notice to Class
11 Members giving Class Members an opportunity to request exclusion from the Class and
12 Settlement and to object to the Settlement, at which time Plaintiff shall request that the Court
13 finally approve the fairness, reasonableness and adequacy of the terms and conditions of the
14 Settlement, enter the Final Order and Judgment, and take other appropriate action.

15 17. “Final Order and Judgment” means the order and judgment to be entered by the
16 Court upon granting final approval of the Settlement and this Stipulation as binding upon the
17 Parties and Participating Class Members.

18 18. “Individual Settlement Payment” means the amount payable from the Net
19 Settlement Amount to each Participating Class Member.

20 19. “Information Sheet” means the form that shall be prepared by the Settlement
21 Administrator and sent to each Class Member that sets forth that Class Member’s Qualified Pay
22 Periods, Qualified PAGA Pay Periods, and estimated Individual Settlement Payment, as well as
23 the estimated PAGA Payment for each PAGA Group Member, substantially in the form
24 attached as **Exhibit 2**.

25 20. “LWDA” means the California Labor and Workforce Development Agency.

26 21. “Maximum Settlement Amount” means the maximum amount Defendant shall
27 have to pay in connection with this Settlement, by way of a common fund, which shall be
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1 inclusive of all Individual Settlement Payments to Participating Class Members, the Class
2 Counsel Award, the Settlement Administration Costs, the Class Representative Service Award,
3 and the PAGA Settlement Amount. No portion of the Maximum Settlement Amount shall
4 revert to Defendant. Subject to Court approval and the terms of this Stipulation, the Maximum
5 Settlement Amount Defendant shall be required to pay is Three Hundred Twenty-Five
6 Thousand Dollars (\$325,000.00). The Employer's Share of Payroll Taxes shall be paid
7 separately from and in addition to the Maximum Settlement Amount.

8 22. “Net Settlement Amount” means the Maximum Settlement Amount, less the
9 Class Counsel Award, the PAGA Settlement Amount, the Settlement Administration Costs, and
10 the Class Representative Service Award.

11 23. “Notice Packet” means the packet of documents which shall be mailed to all
12 Class Members by the Settlement Administrator, including the Class Notice, the Exclusion
13 Form, and the Information Sheet.

14 24. “Objection” means the submission by which any Participating Class Members
15 who object to the terms of the Settlement must submit to the Settlement Administrator by the
16 Response Deadline.

17 25. “PAGA” means the Labor Code Private Attorneys General Act of 2004,
18 California Labor Code sections 2698, et seq.

19 26. “PAGA Group Members” means all Class Members employed by Defendant in
20 California during the PAGA Period and irrespective of whether they submit an Exclusion Form.

21 27. “PAGA Payment” means the amount payable from the PAGA Settlement
22 Amount to each PAGA Group Member.

23 28. “PAGA Period” means the period from December 14, 2019 through January 3,
24 2022.

25 29. “PAGA Settlement Amount” means the portion of the Maximum Settlement
26 Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement
27 Amount is Twenty Thousand Dollars (\$20,000.00). Fifteen Thousand Dollars (\$15,000.00)
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1 shall be paid by the Settlement Administrator directly to the LWDA. The remaining Five
2 Thousand Dollars (\$5,000.00) shall be distributed to PAGA Group Members as their PAGA
3 Payment.

4 30. "Participating Class Members" means Plaintiff and all other Class Members who
5 do not submit a valid and timely Exclusion Form.

6 31. "Parties" means Plaintiff and Defendant.

7 32. "Plaintiff" means Plaintiff Raymond L. Smith.

8 33. "Preliminary Approval Order" means the order to be issued by the Court
9 approving and authorizing the mailing of the Notice Packet by the Settlement Administrator,
10 setting the date of the Final Approval Hearing and granting preliminary approval of the
11 Settlement set forth in this Stipulation, among other things.

12 34. "Qualified Pay Periods" means the total number of weekly pay periods that a
13 Participating Class Member worked at least one (1) day that workweek for Defendant during the
14 Class Period.

15 35. "Qualified PAGA Pay Periods" means the total number of weekly pay periods
16 that a PAGA Group Member worked at least one (1) day that workweek for Defendant during
17 the PAGA Period.

18 36. "Released PAGA Claims" with respect to PAGA Group Members means all
19 claims arising during the PAGA Period for civil penalties that were brought or could have been
20 brought by the Labor Commissioner for the violations based on the facts alleged in Plaintiff's
21 pre-filing letter to the LWDA and based on those claims alleged in the Complaint, specifically,
22 civil penalties for alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3,
23 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, as well as IWC
24 Wage Order No. 16-2001.

25 37. "Released Class Claims" with respect to the Participating Class Members (other
26 than Plaintiff) means all claims, rights, demands, liabilities, and causes of action of every nature
27 and description, known and unknown, as alleged in the Complaint or that could have been
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1 asserted in the Action based on the facts alleged, arising from or related to the following claims
2 against Defendant for: (i) failure to pay all regular wages, minimum wages, prevailing wages,
3 and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof;
4 (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide
5 complete, accurate wage statements; (v) failure to pay wages timely at time of termination or
6 resignation; (vi) failure to provide timely pay wages during employment; (vii) unfair business
7 practices that could have been premised on the claims, causes of action or legal theories of relief
8 described above or any of the claims, causes of action or legal theories of relief pleaded in the
9 operative complaint; and (viii) failure to maintain required payroll records (collectively, the
10 "Released Claims"). The release period applicable to (i) – (viii) above shall apply to claims
11 arising during the Class Period. This release excludes the release of claims not permitted by law.

12 38. "Released Claims," with respect to Plaintiff, means Plaintiff, for himself and on
13 behalf of his agents, attorneys, representatives, successors, and assigns, forever releases
14 Defendant Camilo Lopez, Inc. dba C.L. Concrete, and its past, present and/or future, direct
15 and/or indirect, officers, directors, members, managers, employees, agents, representatives,
16 attorneys, insurers, partners, investors, shareholders, administrators, parent companies,
17 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers
18 (collectively "Released Parties" as further defined below in paragraph 39) from any and all
19 claims, demands, debts, liabilities, attorneys' fees, accounts, obligations, costs, expenses, liens,
20 actions, causes of action (at law, in equity, or otherwise), rights, rights of action, rights of
21 indemnity (legal or equitable), rights to subrogation, rights to contribution and remedies of any
22 nature whatsoever, known or unknown, (except for those arising as a result of a breach of any
23 provision of this Agreement) including, but not limited to any actions relating to Plaintiff's
24 employment with Defendant and/or the conclusion of that employment or any actions relating
25 directly or indirectly to any transaction, affairs, or occurrences between them from the
26 beginning of time and up to the Effective Date of this Stipulation, including, but not limited to
27 all loss, liability, damages, claims, charges, complaints, demands, and causes of action under:
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1 (1) Title VII of the Civil Rights Act of 1964, (race, color, religion, sex and national origin
2 discrimination); (2) 42 U.S.C. section 1981 (discrimination); (3) the Age Discrimination in
3 Employment Act/Older Workers Benefit Protection Act, 29 U.S.C. sections 621-634; (4) 29
4 U.S.C. section 206(d)(i) (equal pay); (5) the California Fair Employment and Housing Act; (6)
5 Title II of the Genetic Information Non-Disclosure Act (genetic information); (7) the California
6 Labor Code; (8) the Wage Orders issued by the California Industrial Welfare Commission
7 (wage and hour); (9) California Business and Professions Code section 17200 *et seq.*; (10) the
8 Fair Labor Standards Act; (11) the Americans with Disabilities Act; (12) The Occupational
9 Safety and Health Act; (13) other federal, state, or local laws; (14) any class or representative
10 action claims; and (15) any claims for wrongful termination of employment, constructive
11 discharge, retaliation, intentional and/or negligent infliction of emotional distress,
12 discrimination, harassment, hostile working conditions, misclassification of employment status,
13 breach of contract, and defamation. Plaintiff agrees he will not institute any actions, causes of
14 action, suits, debts, liens, claims, demands, known or unknown, in state or federal court, or with
15 any state, federal or local government agency against Released Parties for any released claims
16 arising from Plaintiff's employment or attributable to the separation of Plaintiff from
17 employment with Defendant. In the event Plaintiff becomes a party, representative, or member
18 of any claim against any of the Released Parties, Plaintiff agrees to waive Plaintiff's right to any
19 monetary award in such an action. Nothing in this Agreement is intended to waive any of the
20 following: (i) any rights Plaintiff may have to pension plan benefits and payments, and/or
21 disability payments from the Released Parties; (ii) any rights Plaintiff may have to pension plan
22 benefits and payments, including disability related benefits provided through the Construction
23 Laborers Pension Trust for Southern California and its administrators, and their predecessors
24 and successors; (iii) any rights Plaintiff may have to workers' compensation benefits and/or
25 unemployment insurance benefits in accordance with applicable law; (iv) claims that may arise
26 after the Parties sign this Agreement; (v) claims which cannot be released by private agreement;
27 or (vi) any rights to enforce this Agreement.

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1 39. “Released Parties” means Defendant Camilo Lopez, Inc. dba C.L. Concrete, and
2 its past, present and/or future, direct and/or indirect, officers, directors, members, managers,
3 employees, agents, representatives, attorneys, insurers, partners, investors, shareholders,
4 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
5 assigns, and joint venturers.

6 40. “Response Deadline” means the date forty-five (45) days after the Settlement
7 Administrator mails the Notice Packet to Class Members and the last date on which Class
8 Members may submit an Exclusion Form, submit a settlement payment dispute, or object.

9 41. “Settlement” means the final and complete disposition of the Action pursuant to
10 this Stipulation.

11 42. “Settlement Administration Costs” means the reasonable costs and fees of
12 administration of this Settlement to be paid to the Settlement Administrator from the Maximum
13 Settlement Amount, not to exceed Fifteen Thousand Dollars (\$15,000.00), including, but not
14 limited to: (i) translation of Notice Packets into Spanish; (ii) printing and mailing and re-
15 mailing (if necessary) of Notice Packets to Class Members; (iii) preparing and submitting to
16 Participating Class Members and government entities all appropriate tax filings and forms; (iv)
17 computing the amount of and distributing Individual Settlement Payments, the PAGA
18 Settlement Amount, Class Representative Service Award, and Class Counsel Award; (v)
19 processing and validating Requests for Exclusion; (vi) establishing a Qualified Settlement Fund,
20 as defined by the Internal Revenue Code; (vii) calculating and remitting to the appropriate
21 government agencies all employer and employee payroll tax obligations arising from the
22 Settlement and preparing and submitting filings required by law in connection with the
23 payments required by the Settlement; (viii) providing weekly updates to Class Counsel and
24 Defense Counsel regarding the administration of the Settlement; (ix) mailing a reminder
25 postcard to any Class Member whose settlement distribution check has not been negotiated
26 within 60 days after the date of mailing; and (x) posting the Judgment on the Settlement
27 Administrator’s website.
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1 applicable collective bargaining agreements; and extensive financial information pertaining to
2 Defendant's current financial condition.

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

15 50. Defendant's Reasons for Settlement. Defendant has concluded that any further
16 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
17 Defendant's time, energy, and resources have been, and unless this Settlement is completed,
18 shall continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has
19 also taken into account the risks of further litigation in reaching its decision to enter into this
20 Settlement. Even though Defendant continues to contend that they are not liable for any of the
21 claims alleged by Plaintiff in the Action, Defendant has agreed, nonetheless, to settle in the
22 manner and upon the terms set forth in this Stipulation and to put to rest the claims alleged in
23 the Action. Defendant has asserted and continues to assert that the claims alleged by Plaintiff
24 have no merit and do not give rise to any liability, damages, restitution, penalties or other
25 payments. This Stipulation is a compromise of disputed claims. Nothing contained in this
26 Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation,
27 shall be construed or used as an admission by or against Defendant as to the merits or lack
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1 thereof of the claims asserted in the Action. Defendant contends that they have complied with
2 all applicable state, federal and local laws.

3 **TERMS OF SETTLEMENT**

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

6 51. Binding Settlement. This Settlement shall bind the Parties, all Participating Class
7 Members, PAGA Group Members, Class Counsel and Defense Counsel, subject to the terms
8 and conditions hereof and the occurrence of the Effective Date.

9 52. Tax Liability. The Parties make no representations as to the tax treatment or
10 legal effect of the payments specified herein, and Class Members are not relying on any
11 statement or representation by the Parties, Class Counsel or Defense Counsel in this regard.
12 Participating Class Members and PAGA Group Members understand and agree that they shall
13 be responsible for the payment of all taxes and penalties assessed on the payments specified
14 herein, and shall hold the Parties, Class Counsel and Defense Counsel free and harmless from
15 and against any claims resulting from treatment of such payments as non-taxable, including the
16 treatment of such payments as not subject to withholding or deduction for payroll and
17 employment taxes.

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

6 54. Preliminary Approval of Settlement. After this Stipulation is fully executed,
7 Plaintiff shall move the Court to enter the Preliminary Approval Order, thereby conditionally
8 certifying the Class for settlement purposes only and setting a Final Approval Hearing date.
9 The Parties agree to work diligently and cooperatively to have this Settlement presented to the
10 Court for preliminary approval. The Preliminary Approval Order shall provide for, among other
11 things, the Notice Packet to be sent to Class Members as specified herein. The Parties agree that
12 the conditional certification of the Class is for settlement purposes only and is in no way an
13 admission by Defendant in the Action or in any other proceeding that class certification is
14 proper.

15 55. Release by Plaintiff and Other Participating Class Members: Upon the
16 Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant,
17 Plaintiff and all other Participating Class Members and PAGA Group Members shall be deemed
18 to have released their respective Released Class Claims and Released PAGA Claims against the
19 Released Parties.

20 56. Settlement Administration.

21 a. No later than fourteen (14) calendar days of entry of the Preliminary
22 Approval Order, Defendant shall provide the Settlement Administrator with the Class
23 Information for purposes of mailing the Notice Packets to Class Members.

24 i. Notice by First Class U.S. Mail. Upon receipt of the Class
25 Information, the Settlement Administrator shall perform a search based on the National Change
26 of Address Database maintained by the United States Postal Service to update and correct any
27 known or identifiable address changes. Within ten (10) calendar days after receiving the Class
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1 Information from Defendant as provided herein, the Settlement Administrator shall mail copies
2 of the Notice Packet to all Class Members via regular First Class U.S. Mail in English and
3 Spanish. The Settlement Administrator shall exercise its best judgment to determine the current
4 mailing address for each Class Member. The address identified by the Settlement Administrator
5 as the current mailing address shall be presumed to be the most current mailing address for each
6 Class Member. The Parties agree that this procedure for notice provides the best practical
7 notice to Class Members and fully complies with due process.

8 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
9 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-
10 mailed to the forwarding address affixed thereto. If no forwarding address is provided, the
11 Settlement Administrator shall promptly attempt to determine a correct address by the use of
12 skip-tracing, or other type of automated search, using the name, address and/or Social Security
13 number of the Class Member involved, and shall then perform a re-mailing to the Class Member
14 whose Notice Packet was returned as non-delivered, assuming another mailing address is
15 identified by the Settlement Administrator. Class Members who are sent a re-mailed Notice
16 Packet shall have their Response Deadline extended by fifteen (15) calendar days from the date
17 the Settlement Administrator re-mails the Notice Packet. If these procedures are followed,
18 notice to Class Members shall be deemed to have been fully satisfied, and if the intended
19 recipient of the Notice Packet does not receive the Notice Packet, the intended recipient shall
20 nevertheless remain a Participating Class Member and shall be bound by all terms of the
21 Settlement and the Order and Final Judgment.

22 iii. Determination of Individual Settlement Payments. The
23 Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual
24 Settlement Payment under the terms of this Stipulation. If a Participating Class Member
25 disputes any aspect of his or her Individual Settlement Payment or number of Qualified Pay
26 Periods, that Participating Class Member may submit supporting evidence to the Settlement
27 Administrator as explained in the Information Sheet. Defendant's records regarding the number
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1 of Qualified Pay Periods will be presumed correct, unless the Participating Class Member
2 provides documentation to the Settlement Administrator that establishes otherwise. The
3 Settlement Administrator will evaluate the evidence submitted by the Participating Class
4 Member and will make the final decision as to the number of Qualified Pay Periods that should
5 be applied and/or the Individual Settlement Payment to which the Participating Class Member
6 may be entitled. The Settlement Administrator's determination of the eligibility for and amount
7 of each Individual Settlement Payment shall be binding upon the Class Member and the Parties,
8 yet subject to review by Class Counsel, Defense Counsel, and the Court. In the absence of
9 fraud, negligence, or demonstrable mistake, Defendant's records shall be given the presumption
10 of accuracy. If the Settlement Administrator is unable to resolve the dispute, the Court may
11 make an ultimate decision with respect to the Participating Class Member's number of Qualified
12 Pay Periods and Individual Settlement Payment.

13 iv. Determination of PAGA Payments. The Settlement Administrator
14 shall determine the eligibility for, and the amounts of, each PAGA Payment under the terms of
15 this Stipulation. If a PAGA Group Member disputes any aspect of his or her PAGA Payment or
16 number of Qualified PAGA Pay Periods, that PAGA Group Member may submit supporting
17 evidence to the Settlement Administrator as explained in the Information Sheet. The Settlement
18 Administrator will evaluate the evidence submitted by the PAGA Group Member and will make
19 the final decision as to the number of Qualified PAGA Pay Periods that should be applied
20 and/or the PAGA Payment to which the PAGA Group Member may be entitled. The Settlement
21 Administrator's determination of the eligibility for and amount of each PAGA Payment shall be
22 binding upon the PAGA Group Members and the Parties, yet subject to review by Class
23 Counsel, Defense Counsel, and the Court. In the absence of fraud, negligence, or demonstrable
24 mistake, Defendant's records shall be given the presumption of accuracy. If the Settlement
25 Administrator is unable to resolve the dispute, the Court may make an ultimate decision with
26 respect to the PAGA Group Member's number of Qualified PAGA Pay Periods and PAGA
27 Payment.

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1 v. Disputes Regarding Administration of Settlement. Any dispute
2 not resolved by the Settlement Administrator concerning the administration of the Settlement
3 shall be resolved by the Court.

4 b. Exclusions. The Class Notice shall explain that Class Members who wish
5 to exclude themselves from the Class and Settlement must submit an Exclusion Form to the
6 Settlement Administrator by the Response Deadline. The Exclusion Form: (1) must contain the
7 name and address of the person requesting exclusion; (2) must be signed by the Class Member;
8 and (3) must be postmarked by the Response Deadline and returned to the Settlement
9 Administrator at the specified address. Subject to review by Class Counsel, Defense Counsel
10 and the Court, the date of the postmark on the return mailing envelope on the Exclusion Form
11 shall be the exclusive means used by the Settlement Administrator to determine whether a Class
12 Member has timely requested exclusion from the Settlement. Any Class Member who timely
13 and properly requests to be excluded from the Settlement shall not be entitled to any benefits
14 under the Settlement and shall not be bound by the terms of the Settlement, nor shall the Class
15 Member have any right to object to the Settlement or appeal from the entry of the Final Order
16 and Judgment. Unless otherwise ordered by the Court, Class Members who do not submit a
17 valid and timely Exclusion Form on or before the Response Deadline shall be bound by all
18 terms of the Settlement and the Final Order and Judgment entered in this Action if the
19 Settlement is finally approved by the Court. No later than fourteen (14) calendar days after the
20 Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a
21 complete list of all Class Members who submitted a timely and valid Exclusion Form. The
22 Settlement Administrator shall authenticate all Exclusion Forms it receives as attachments to a
23 declaration submitted concurrently with Plaintiff's motion for final approval of the Settlement.
24 A Class Member who is also a PAGA Group Member and requests exclusion from the
25 Settlement will still be entitled to a PAGA Payment.

26 c. Defendant's Right to Void Settlement. If more than ten percent (10%) of
27 Class Members timely submit an Exclusion Form, Defendant shall have the exclusive right to
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1 void this Settlement. Defendant shall make its election prior to the date of the Final Approval
2 Hearing. If Defendant decides to void the Settlement, then the Settlement and conditional class
3 certification shall be considered void, and neither the Settlement, conditional class certification,
4 nor any of the related negotiations or proceedings, shall be of any force or effect, and the Parties
5 shall stand in the same position, without prejudice, as if this Stipulation had been neither entered
6 into nor filed with the Court, and any and all monies paid by Defendant shall be returned to
7 Defendant with the exception the Settlement Administration Costs. Any Settlement
8 Administration Costs already incurred by the Settlement Administrator shall be paid by
9 Defendant to the Settlement Administrator.

10 d. Plaintiff's Right to Void Settlement. For purposes of the Settlement,
11 "Workweek" refers to any weekly pay period, in which a Class Member or PAGA Group
12 Member worked at least one (1) day. Defendant certifies that between December 14, 2016 and
13 May 1, 2021, the Parties understood the Class Member count to be 95 individuals comprising no
14 more than 5,000 Workweeks. If this Workweeks figure is incorrect by greater than 10%, the
15 Parties may re-negotiate the Gross Settlement Amount. If settlement is unsuccessful, Plaintiff
16 shall have the right to declare the settlement null and void.

17 e. Objections. The Class Notice shall state that Participating Class
18 Members who wish to object to the Settlement shall submit to the Settlement Administrator a
19 written objection ("Objection") postmarked by the Response Deadline. The Objection must: (1)
20 state the full name, mailing address, and telephone number of the Class Member; (2) be signed
21 by the Class Member; (3) contain the case name and number of the Action; (4) clearly state the
22 factual and legal grounds for the objection; (5) indicate whether the Class Member is
23 represented by counsel and identify said counsel; and (6) indicate whether the Class Member
24 intends to appear at the Final Approval Hearing and seeks to be heard at the Final Approval
25 Hearing. Subject to review by Class Counsel, Defense Counsel, and the Court, the date of the
26 postmark on the return mailing envelope on the Objection shall be the exclusive means used by
27 the Settlement Administrator to determine whether a Class Member has timely objected to the
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1 Settlement. Class Counsel shall ensure that all Objections submitted to the Settlement
2 Administration will be filed concurrently with the final approval papers. Participating Class
3 Members may also appear at the Final Approval Hearing to object to the Settlement, whether or
4 not they have objected in writing or notified the Parties that they intend to appear. If a Class
5 Member does not submit an Objection or appear in person to object, either personally or
6 through counsel, such Objection shall be deemed waived, unless otherwise ordered by the
7 Court. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or
8 otherwise encourage or discourage Class Members to file and serve an Objection or appeal from
9 the Final Order and Judgment.

10 f. Monitoring and Reviewing Settlement Administration. The Parties have
11 the right to monitor and review the administration of the Settlement to verify that the monies
12 allocated under the Settlement are distributed in a correct amount, as provided for in this
13 Stipulation.

14 g. Best Efforts. The Parties agree to use their best efforts to carry out the
15 terms of this Settlement.

16 57. Funding and Allocation of Maximum Settlement Amount. Class Members shall
17 not be required to submit a claim in order to receive a share of the Net Settlement Amount, and
18 no portion of the Maximum Settlement Amount shall revert to Defendant. The Maximum
19 Settlement Amount shall be paid by Defendant to the Settlement Administrator within 15
20 calendar days after the Effective Date. Defendant shall provide the Maximum Settlement
21 Amount to the Settlement Administrator in any feasible manner, including, but not limited to, by
22 way of a wire transfer. If this Settlement is not finally approved by the Court in full, or is
23 terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective
24 Date does not occur, then no Maximum Settlement Amount shall be paid.

25 a. Individual Settlement Payments. Individual Settlement Payments shall be
26 paid by the Settlement Administrator from the Net Settlement Amount and shall be paid
27 pursuant to the formula set forth herein. Individual Settlement Payments shall be mailed by the
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1 Settlement Administrator by regular First Class U.S. Mail to each Participating Class Member's
2 last known mailing address within fourteen (14) calendar days after Defendant provides the
3 Settlement Administrator with the total Maximum Settlement Amount. Individual Settlement
4 Payments shall be allocated as follows: 20% as wages subject to all applicable tax withholdings,
5 40% as non-wage penalties not subject to payroll tax withholdings, and 40% as non-wage
6 interest not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS
7 Form W-2 to each Participating Class Member for the portion of the Individual Settlement
8 Payment allocated as wages and subject to all applicable tax withholdings. The Settlement
9 Administrator shall issue an IRS Form 1099 to each Participating Class Member for the portion
10 of the Individual Settlement Payments allocated as non-wage penalties and interest are not
11 subject to payroll tax withholdings. Defendant shall be responsible for their respective share of
12 payroll taxes due on the portion of the net settlement fund allocated to wages, in addition to the
13 Maximum Settlement Amount.

14 i. Each Participating Class Member's Individual Settlement
15 Payment shall be calculated solely by the Settlement Administrator according to the following
16 formula: Defendant shall provide the Settlement Administrator with the Total Qualified Pay
17 Periods; the Settlement Administrator shall then (1) divide the Net Settlement Amount by the
18 Total Qualified Pay Periods and then (2) multiply each Participating Class Member's number of
19 Qualified Pay Periods by the result in (1) to obtain the amount of each Participating Class
20 Member's Individual Settlement Payment. The Individual Settlement Payment will be reduced
21 by any required legal deductions for each Participating Class Member.

22 ii. Individual Settlement Payments shall be made by check and shall
23 be made payable to each Participating Class Member as set forth in this Stipulation.

24 iii. If an Individual Settlement Payment check remains uncashed after
25 sixty (60) calendar days from the date of mailing, the Settlement Administrator shall mail a
26 reminder postcard to the Participating Class Member. If an Individual Settlement Payment
27 check remains uncashed after one hundred eighty (180) calendar days from the date of mailing,
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1 the Settlement Administrator shall void the check and the funds from the voided check shall be
2 distributed by the Settlement Administrator to the California State Controller's Office
3 Unclaimed Property Fund in the name of the Participating Class Member.

4 b. PAGA Payments. PAGA Payments shall be paid by the Settlement
5 Administrator from the Maximum Settlement Amount. Fifteen Thousand Dollars (\$15,000.00)
6 shall be paid by the Settlement Administrator directly to the LWDA within fourteen (14)
7 calendar days after Defendant provides the Settlement Administrator with the total Maximum
8 Settlement Amount. PAGA Group Members' PAGA Payments shall be paid by the Settlement
9 Administrator pursuant to the formula set forth herein. PAGA Payments shall be mailed by the
10 Settlement Administrator by regular First Class U.S. Mail to each PAGA Group Member's last
11 known mailing address within fourteen (14) calendar days after Defendant provides the
12 Settlement Administrator with the total Maximum Settlement Amount. PAGA Payments shall
13 be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement
14 Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA
15 Payment.

16 i. Each PAGA Group Member's PAGA Payment shall be calculated
17 solely by the Settlement Administrator according to the following formula: Defendant shall
18 provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the
19 Settlement Administrator shall then (1) divide Five Thousand Dollars (\$5,000.00) by the Total
20 Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member's number of
21 Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group
22 Member's PAGA Payment.

23 ii. PAGA Payments shall be made by check and shall be made
24 payable to each PAGA Group Member as set forth in this Stipulation.

25 iii. If a PAGA Group Member's PAGA Payment check remains
26 uncashed after sixty (60) calendar days from the date of mailing, the Settlement Administrator
27 shall mail a reminder postcard to the PAGA Group Member. If a PAGA Group Member's
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1 PAGA Payment check remains uncashed after one hundred eighty (180) calendar days from the
2 date of mailing, the Settlement Administrator shall void the check and the funds from the voided
3 check shall be distributed by the Settlement Administrator to the California State Controller's
4 Office Unclaimed Property Fund in the name of the PAGA Group Member.

5 iv. Individual Settlement Payments and PAGA Payments shall be
6 issued to Participating Class Members and/or PAGA Group Members in one check.

7 c. Individual Settlement Payments Do Not Trigger Employment
8 Relationship or Additional Benefits. All monies received by Participating Class Members under
9 the Settlement which are attributable to wages shall constitute income to such Participating
10 Class Members solely in the year in which such monies actually are received by the
11 Participating Class Members. It is expressly understood and agreed that the receipt of
12 Individual Settlement Payments shall not entitle any Participating Class Member to additional
13 compensation or benefits under any collective bargaining agreement or under any bonus, contest
14 or other compensation or benefit plan or agreement in place during the period covered by the
15 Settlement, nor shall it entitle any Participating Class Member to any increased pension and/or
16 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual
17 Settlement Payments provided for in this Stipulation are the sole payments to be made by
18 Defendant to Participating Class Members in connection with this Settlement, with the
19 exception of Plaintiff and PAGA Group Members, and that the Participating Class Members are
20 not entitled to any new or additional compensation or benefits as a result of having received the
21 Individual Settlement Payments (notwithstanding any contrary language or agreement in any
22 collective bargaining agreement or in any benefit or compensation plan document that might
23 have been in effect during the period covered by this Settlement).

24 d. Class Representative Service Award. Subject to Court approval, Plaintiff
25 shall be paid a Class Representative Service Award not to exceed Seven Thousand Five
26 Hundred Dollars (\$7,500.00), or any lesser amount as awarded by the Court, for his time and
27 effort in bringing and prosecuting the Action and for releasing his Released Claims. Defendant
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1 agrees not to oppose or object to this request if it complies with the terms of this Stipulation.
2 The Class Representative Service Award shall be paid to Plaintiff from the Maximum
3 Settlement Amount no later than fourteen (14) calendar days after Defendant provides the
4 Settlement Administrator with the total Maximum Settlement Amount. The Settlement
5 Administrator shall issue an IRS Form 1099 to Plaintiff for his Class Representative Service
6 Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on
7 his respective Class Representative Service Award and shall hold harmless Defendant, Class
8 Counsel, and Defense Counsel from any claim or liability for taxes, penalties, or interest arising
9 as a result of payment of the Class Representative Service Award. The Class Representative
10 Service Award shall be made in addition to Plaintiff's Individual Settlement Payment and
11 PAGA Payment. Any amount requested by Plaintiff for the Class Representative Service
12 Award and not awarded by the Court shall become part of the Net Settlement Amount and shall
13 be distributed to Participating Class Members as part of their Individual Settlement Payments.

14 e. Class Counsel Award. Subject to Court approval, Class Counsel shall be
15 entitled to receive reasonable attorneys' fees in an amount not to exceed thirty-five percent
16 (35%) of the sum of the Maximum Settlement Amount, which amounts to One Hundred
17 Thirteen Thousand Seven-Hundred and Fifty Dollars and zero cents (\$113,750.00). In addition,
18 subject to Court approval, Class Counsel shall be entitled to an award of reasonable costs
19 associated with Class Counsel's prosecution of the Action in an amount not to exceed Fifteen
20 Thousand Dollars (\$15,000.00). Class Counsel shall provide the Settlement Administrator with
21 a properly completed and signed IRS Form W-9 in order for the Settlement Administrator to
22 process the Class Counsel Award approved by the Court. Defendant shall not oppose or object
23 to Class Counsel's request for a Class Counsel Award that complies with the terms of this
24 Stipulation. In the event the Court awards Class Counsel less than One Hundred Thirteen
25 Thousand Seven-Hundred and Fifty Dollars and zero cents (\$113,750.00) in attorneys' fees
26 and/or less than Fifteen Thousand Dollars (\$15,000.00) in costs, the difference shall become
27 part of the Net Settlement Amount and shall be distributed to Participating Class Members as
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1 part of their Individual Settlement Payments. Class Counsel shall be paid any Court-approved
2 attorneys' fees and costs no later than fourteen (14) calendar days after Defendant provides the
3 Settlement Administrator with the total Maximum Settlement Amount. Class Counsel shall be
4 solely and legally responsible to pay all applicable taxes on the Class Counsel Award. The
5 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel
6 Award. This Settlement is not conditioned upon the Court awarding Class Counsel any
7 particular amount of attorneys' fees or costs.

8 f. Settlement Administration Costs. The Settlement Administrator shall be
9 paid from the Maximum Settlement Amount for the Settlement Administration Costs, which are
10 estimated not to exceed Fifteen Thousand Dollars (\$15,000.00). Any portion of the estimated or
11 designated Settlement Administration Costs that are not in fact required to fulfill the total
12 settlement administration costs shall become part of the Net Settlement Amount. Prior to
13 Plaintiff filing a motion for final approval of this Settlement, the Settlement Administrator shall
14 provide the Parties with a statement detailing the Settlement Administration Costs to date. The
15 Parties agree to cooperate in the settlement administration process and to make all reasonable
16 efforts to control and minimize Settlement Administration Costs.

17 i. The Parties each represent they do not have any financial interest
18 in the Settlement Administrator or otherwise have a relationship with the Settlement
19 Administrator that could create a conflict of interest.

20 ii. The Settlement Administrator shall keep the Parties timely
21 apprised of the performance of all Settlement Administrator responsibilities required by the
22 Settlement. The Settlement Administrator shall be authorized to establish a Qualified
23 Settlement Fund ("QSF") pursuant to IRS rules and regulations in which the Maximum
24 Settlement Amount shall be placed and from which payments required by the Settlement shall
25 be made.

26 iii. The Settlement Administrator shall be entitled to withdraw from
27 the QSF its Settlement Administration Costs no earlier than fourteen (14) calendar days after
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1 Defendant provides the Settlement Administrator with the total Maximum Settlement Amount.

2 58. Final Settlement Approval Hearing and Entry of Final Order and Judgment.

3 Upon expiration of the Response Deadline, a Final Approval Hearing shall be conducted to
4 determine whether to grant final approval of the Settlement, including determining the amounts
5 properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Service Award;
6 and (iii) the PAGA Settlement Amount. Prior to the Final Approval Hearing, the Settlement
7 Administrator shall provide a written report or declaration to the Parties describing the process
8 and results of the administration of the Settlement to date, which report or declaration shall be
9 filed by Plaintiff with the Court prior to the Final Approval Hearing. If the Court grants final
10 approval of the Settlement, the Settlement Administrator shall post notice of final judgment on
11 its website within ten (10) calendar days of entry of the Final Order and Judgment.

12 59. Nullification of Settlement. In the event: (i) the Court does not enter the
13 Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the
14 Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become final
15 for any other reason, this Stipulation shall be rendered null and void, any order or judgment
16 entered by the Court in furtherance of this Settlement shall be treated as void from the beginning
17 and this Stipulation and any documents related to it shall not be used by any Class Member or
18 Class Counsel to support any claim or request for class certification in the Action, and shall not
19 be used in any other civil, criminal or administrative action against Defendant or any of the
20 other Released Parties. Any Settlement Administration Costs already incurred by the Settlement
21 Administrator shall be paid to the Settlement Administrator by Defendant. In the event an
22 appeal is filed from the Court's Final Order and Judgment, or any other appellate review is
23 sought, administration of the Settlement shall be stayed pending final resolution of the appeal or
24 other appellate review. Any fees incurred by the Settlement Administrator prior to it being
25 notified of the filing of an appeal from the Court's Final Order and Judgment, or any other
26 appellate review, shall be paid by Defendant to the Settlement Administrator.

27 60. No Admission by Defendant. Defendant denies all claims alleged in the Action

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1 and denies all wrongdoing whatsoever. Neither this Stipulation, nor any of its terms and
2 conditions, nor any of the negotiations connected with it, is a concession or admission, and none
3 shall be used against Defendant as an admission or indication with respect to any claim of any
4 fault, concession, or omission by Defendant or that class certification is proper under the
5 standard applied to contested certification motions. The Parties stipulate and agree to the
6 certification of the proposed class for settlement purposes only. As part of this Settlement,
7 Defendant shall not be required to enter into any consent decree nor shall Defendant be required
8 to agree to any provision for injunctive or prospective relief. The Parties further agree that this
9 Stipulation will not be admissible in this or any other proceeding as evidence that either (i) a
10 class action should be certified or (ii) Defendant is liable to Plaintiff or any Class Member, other
11 than according to the terms of this Stipulation.

12 61. Neutral Employment Reference. Defendant agrees that it will adopt a neutral
13 reporting policy regarding any future employment references related to Plaintiff. In the event
14 that any potential or future employers of Plaintiff requests a reference regarding Defendant's
15 employment of Plaintiff, Defendant shall only provide Plaintiff dates of employment, job titles
16 during employment, and final rate of pay. Defendant shall not refer to the Action or this
17 Settlement.

18 62. Exhibits and Headings. The terms of this Stipulation include the terms set forth
19 in any attached Exhibits, which are incorporated by this reference as though fully set forth
20 herein. The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive
21 headings of any paragraphs or sections of this Stipulation are inserted for convenience of
22 reference only.

23 63. Interim Stay of Action. The Parties agree to stay and to request that the Court
24 stay all proceedings in the Action, except such proceedings necessary to implement and
25 complete the Settlement and enter the Final Order and Judgment. In the event that the
26 Settlement does not become final and/or the Effective Date does not occur for any reason, the
27 Parties further agree that, pursuant to Code of Civil Procedure § 583.330(a), the time beginning
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1 on November 8, 2021 through the date on which the interim stay of proceedings is lifted shall
2 not be included in computing the five-year period specified in Code of Civil Procedure §
3 583.310 for each of the Action.

4 64. Amendment or Modification. This Stipulation may be amended or modified only
5 by a written instrument signed by counsel for all Parties or their successors-in-interest and is
6 subject to and requires Court approval.

7 65. Entire Agreement. This Stipulation and any attached Exhibits constitute the
8 entire agreement between the Parties, and no oral or written representations, warranties, or
9 inducements have been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits
10 other than the representations, warranties, and covenants contained and memorialized in this
11 Stipulation and its Exhibits. No other prior or contemporaneous written or oral agreements may
12 be deemed binding on the Parties.

13 66. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
14 Counsel warrant and represent they are expressly authorized by the Parties whom they represent
15 to negotiate this Stipulation and to take all appropriate Action required or permitted to be taken
16 by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other
17 documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and
18 Defense Counsel shall cooperate with each other and use their best efforts to effectuate the
19 implementation of the Settlement. The persons signing this Stipulation on behalf of Defendant
20 represent and warrant that they are authorized to sign this Stipulation on behalf of Defendant.
21 Plaintiff represents and warrants that he is authorized to sign this Stipulation and that he has not
22 assigned any claim, or part of a claim, covered by this Settlement to a third-party. The Parties
23 have cooperated in the drafting and preparation of this Stipulation Agreement. Hence, in any
24 construction made of this Stipulation, the same shall not be construed against any of the Parties.

25 67. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
26 inure to the benefit of, the successors and assigns of the Parties.

27 68. California Law Governs. All terms of this Stipulation and the Exhibits hereto
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1 shall be governed by and interpreted according to the laws of the State of California, without
2 giving effect to any law that would cause the laws of any jurisdiction other than the State of
3 California to be applied.

4 69. Counterparts. This Stipulation may be executed in one or more counterparts. All
5 executed counterparts and each of them shall be deemed to be one and the same instrument.

6 70. This Settlement Is Fair, Adequate and Reasonable. Plaintiff represents that this
7 Settlement is a fair, adequate, and reasonable settlement of the Action and that he has arrived at
8 this Settlement after extensive arms-length negotiations, taking into account all relevant factors,
9 present and potential.

10 71. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the
11 Court shall retain jurisdiction with respect to the interpretation, implementation, and
12 enforcement of the terms of this Stipulation and all orders and judgments entered in connection
13 therewith, and the Parties, Class Counsel, and Defense Counsel submit to the jurisdiction of the
14 Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this
15 Stipulation and all orders and judgments entered in connection therewith.

16 72. Invalidity of Any Provision. Before declaring any term or provision of this
17 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or
18 provisions valid to the fullest extent possible consistent with applicable precedents so as to
19 define all provisions of this Stipulation as valid and enforceable.

20 73. Binding Nature of Notice of Class Action Settlement. It is agreed that because
21 the Class Members are so numerous, it is impossible or impractical to have each Class Member
22 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature
23 of the Settlement, and the release of Released Class Claims and Released PAGA Claims, and
24 shall have the same force and effect as if this Stipulation were executed by each Participating
25 Class Member.

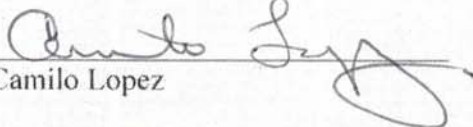
26 74. Confidentiality. Plaintiff and Class Counsel agree that they have not and will not
27 publish the Settlement. In response to any inquiries Plaintiff will state that "the case was
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1 Dated: _____, 2022

Plaintiff Raymond L. Smith

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3 Dated: 9/27, 2022

Defendant Camilo Lopez, Inc. dba C.L. Concrete

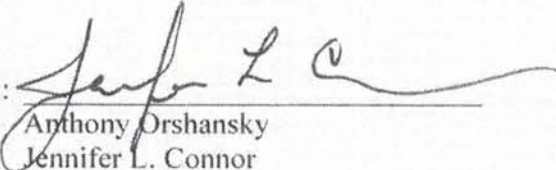
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6 By: 
Camilo Lopez

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8 Title: PRESIDENT

9 **APPROVED AS TO FORM:**


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11 Dated: 9/26, 2022

CounselOne, P.C.

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14 By: 
Anthony Orshansky
Jennifer L. Connor
Attorneys for Plaintiff
RAYMOND L. SMITH

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16
17 Dated: 9-27-22, 2022

Atkinson, Andelson, Loya, Ruud & Romo

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19
20 By: 
Thomas W. Kovacich
Joshua N. Lange
Attorneys for Defendant
CAMILO LOPEZ, INC. dba C.L.
CONCRETE

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Dated: 09 / 27 / 2022, 2022

Ray Sm

Plaintiff Raymond L. Smith

Dated: _____, 2022

Defendant Camilo Lopez, Inc. dba C.L. Concrete

By: _____
Camilo Lopez

Title: _____

APPROVED AS TO FORM:

Dated: 9/26, 2022

CounselOne, P.C.

By: *Jennifer L Connor*
Anthony Orshansky
Jennifer L. Connor
Attorneys for Plaintiff
RAYMOND L. SMITH

Dated: _____, 2022

Atkinson, Andelson, Loya, Ruud & Romo

By: _____
Thomas W. Kovacich
Joshua N. Lange
Attorneys for Defendant
CAMILO LOPEZ, INC. dba C.L.
CONCRETE