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**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Glenn Lawrence Galluccio and Bryan Cioffi (“Plaintiffs”) and defendants PPG Architectural Finishes, Inc. (“PAF”) and PPG Industries, Inc. (“PII”) (collectively, “Defendants”). The Agreement refers to Plaintiffs and PPG collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Actions” means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants captioned *Glenn Lawrence Galluccio v. PPG Architectural Finishes, Inc. et al.*, initiated on September 24, 2020 as Case No. 20STCV36799 (hereinafter referred to as the “*Galluccio* matter”), and *Bryan Cioffi v. PPG Architectural Finishes, Inc.*, initiated on September 22, 2020 as Case No. 20VECV01052 (hereinafter referred to as the “*Cioffi* matter”), both pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means CPT Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who have worked in California for PAF during the PAGA Period.
- 1.5. “Class” means all current and former non-exempt employees who have worked in California for PAF at any time during the Class Period.
- 1.6. “Class Counsel” means Jake D. Finkel, of the Finkel Firm (counsel in the *Galluccio* matter) and Daniel F. Gaines, Alex P. Katofsky, and Evan S. Gaines of Gaines & Gaines, APLC (counsel in the *Cioffi* matter).

- 1 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
2 mean the amounts allocated to Class Counsel for reimbursement of reasonable
3 attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 4 1.8. “Class Data” means Class Member identifying information in Defendants’ possession
5 including the Class Member’s name, last-known mailing address, Social Security
6 number, and number of Class Period Workweeks and PAGA Pay Periods.
- 7 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either
8 a Participating Class Member or Non-Participating Class Member (including a Non-
9 Participating Class Member who qualifies as an Aggrieved Employee).
- 10 1.10. “Class Member Address Search” means the Administrator’s investigation and search
11 for current Class Member mailing addresses using all reasonably available sources,
12 methods and means including, but not limited to, the National Change of Address
13 database, skip traces, and direct contact by the Administrator with Class Members.
- 14 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
15 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be
16 mailed to Class Members in English, with a Spanish translation, in the form, without
17 material variation, attached as Exhibit A and incorporated by reference into this
18 Agreement.
- 19 1.12. “Class Period” means the period from September 22, 2016 to November 15, 2022.
- 20 1.13. “Class Representatives” means the named Plaintiffs in the operative complaints in the
21 Actions seeking Court approval to serve as Class Representatives.
- 22 1.14. “Class Representative Service Payment” means the payment to the Class
23 Representatives for initiating the Action and providing services in support of the
24 Action.
- 25 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 26 1.16. “Defendant PAF” means PPG Architectural Finishes, Inc.
- 27 1.17. “Defendant PII” means PPG Industries, Inc.
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- 1 1.18. "Defendants" means PPG Architectural Finishes, Inc. and PPG Industries, Inc.,
2 collectively.
- 3 1.19. "Defense Counsel" means Shiva Shirazi Davoudian and Lauren Manso of Littler
4 Mendelson, P.C.
- 5 1.20. "Effective Date" means the date by when both of the following have occurred: (a) the
6 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and
7 (b) the Judgment is final. The Judgment is final as of the latest of the following
8 occurrences: (a) if no Participating Class Member objects to the Settlement, the day
9 the Court enters Judgment; (b) if one or more Participating Class Members objects to
10 the Settlement, the day after the deadline for filing a notice of appeal from the
11 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate
12 court affirms the Judgment and issues a remittitur.
- 13 1.21. "Final Approval" means the Court's order granting final approval of the Settlement.
- 14 1.22. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
15 of the Settlement.
- 16 1.23. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
17 Approval of the Settlement.
- 18 1.24. "Gross Settlement Amount" means Nine Hundred Thirty-Five Thousand Dollars
19 (\$935,000) which is the total amount Defendants jointly and severally agree to pay
20 under the Settlement except as provided in Paragraph 8 below. The Gross Settlement
21 Amount will be used to pay Individual Class Payments, Individual PAGA Payments,
22 the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class
23 Representative Service Payments and the Administrator's Expenses.
- 24 1.25. "Individual Class Payment" means the Participating Class Member's pro rata share of
25 the Net Settlement Amount calculated according to the number of Workweeks worked
26 during the Class Period.
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- 1 1.26. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25%
2 of the PAGA Penalties calculated according to the number of Workweeks worked
3 during the PAGA Period.
- 4 1.27. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 5 1.28. "LWDA" means the California Labor and Workforce Development Agency, the
6 agency entitled, under Labor Code section 2699, subd. (i).
- 7 1.29. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
8 under Labor Code section 2699, subd. (i).
- 9 1.30. "Net Settlement Amount" means the Gross Settlement Amount, less the following
10 payments in the amounts approved by the Court: Individual PAGA Payments, the
11 LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees
12 Payment, Class Counsel Litigation Expenses Payment, and the Administration
13 Expenses Payment. The remainder is to be paid to Participating Class Members as
14 Individual Class Payments.
- 15 1.31. "Non-Participating Class Member" means any Class Member who opts out of the
16 Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 17 1.32. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
18 worked for PAF for at least one day during the PAGA Period.
- 19 1.33. "PAGA Period" means the period from June 2, 2019 to November 15, 2022.
- 20 1.34. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 21 1.35. "PAGA Notices" means Plaintiff Galluccio's June 2, 2020 letter to Defendants and the
22 LWDA and Plaintiff Cioffi's July 13, 2020 letter to PAF and the LWDA, providing
23 notice pursuant to Labor Code section 2699.3, subd.(a).
- 24 1.36. "PAGA Penalties" means Fifty Thousand Dollars (\$50,000), to be paid from the Gross
25 Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500) and 75% to
26 LWDA (\$37,500) in settlement of PAGA claims.
- 27 1.37. "Participating Class Member" means a Class Member who does not submit a valid and
28 timely Request for Exclusion from the Settlement.

- 1 1.38. "Plaintiff Galluccio" means Plaintiff Glenn Galluccio.
- 2 1.39. "Plaintiff Cioffi" means Plaintiff Bryan Cioffi.
- 3 1.40. "Plaintiffs" means Glenn Galluccio and Bryan Cioffi, the named plaintiffs in the
- 4 Actions, collectively.
- 5 1.41. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of
- 6 the Settlement.
- 7 1.42. "Preliminary Approval Order" means the proposed Order Granting Preliminary
- 8 Approval and Approval of PAGA Settlement.
- 9 1.43. "Released Class Claims" means the claims being released as described in Paragraph 5.2
- 10 below.
- 11 1.44. "Released PAGA Claims" means the claims being released as described in
- 12 Paragraph 5.3 below.
- 13 1.45. "Released Parties" means: Defendants and each of their former, present and future,
- 14 directors, officers, shareholders, owners, , attorneys, insurers, predecessors, successors,
- 15 assigns, parents, subsidiaries and affiliates.
- 16 1.46. "Request for Exclusion" means a Class Member's submission of a written request to
- 17 be excluded from the Class Settlement signed by the Class Member.
- 18 1.47. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
- 19 to Class Members and Aggrieved Employees, and shall be the last date on which Class
- 20 Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or
- 21 (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom
- 22 Notice Packets are resent after having been returned undeliverable to the Administrator
- 23 shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 24 1.48. "Settlement" means the disposition of the Actions effected by this Agreement and the
- 25 Judgment.
- 26 1.49. "Settlement Administration Costs" means the amount to be paid to the Settlement
- 27 Administrator from the Gross Settlement Amount for administration of this Settlement,
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1 not to exceed Twenty Thousand Dollars (\$20,000.00), subject to good faith quotes
2 obtained by Class Counsel.

3 1.50. "Total Weeks Worked" means the aggregate total number of Workweeks worked by
4 all Settlement Class Members during the Class Period.

5 1.51. "Workweek" means any regular workweek during which a Class Member worked for
6 PAF for at least one day, during the Class Period.

7 **2. RECITALS.**

8 2.1. On September 22, 2020, Plaintiff Cioffi filed a representative PAGA action against
9 Defendant PAF for alleged wage and hour violations. On December 14, 2020, Plaintiff
10 Cioffi filed a First Amended Complaint adding class action causes of action. The First
11 Amended Complaint is the operative complaint in the *Cioffi* matter (the "*Cioffi*
12 Operative Complaint").

13 2.2. On September 24, 2020, Plaintiff Galluccio filed a class and representative PAGA
14 action against Defendants for various wage and hour violations. The Complaint is the
15 operative complaint in the *Galluccio* matter (the "*Galluccio* Operative Complaint").

16 2.3. Defendants deny the allegations in the *Galluccio* Operative Complaint and the *Cioffi*
17 Operative Complaint, deny any failure to comply with the laws identified in in the
18 Operative Complaint and deny any and all liability for the causes of action alleged.

19 2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice
20 to Defendants and the LWDA by sending the PAGA Notice.

21 2.5. On June 16, 2022, the Parties participated in an all-day mediation presided over by Lisa
22 Klerman, and had further settlement discussions after the mediation which led to this
23 Agreement to settle the Action via a mediator's proposal.

24 2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, documents and
25 information, including copies of applicable wage and hour policies, Class-related
26 statistics, and time and pay records for a sample set of Class Members. Plaintiff's
27 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk*
28

1 *v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
2 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

3 2.7. The Court has not granted class certification. The Parties stipulate and agree to the class
4 certification of this Action for purposes of this Settlement only. Should the Settlement
5 not become final and effective as herein provided, class certification shall immediately
6 be set aside, and the Settlement Class immediately decertified. The Parties’ willingness
7 to stipulate to class certification as part of the Settlement shall have no bearing on, and
8 shall not be admissible in or considered in connection with, the issue of whether a class
9 should be certified in a non-settlement context in this Action and shall have no bearing
10 on, and shall not be admissible or considered in connection with, the issue of whether
11 a class should be certified in any other lawsuit.

12 2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of
13 any other pending matter or action asserting claims that will be extinguished or affected
14 by the Settlement.

15 **3. MONETARY TERMS.**

16 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
17 Defendants promise to jointly and severally pay Nine Hundred Thirty-Five Thousand
18 Dollars (\$935,000.00) and no more as the Gross Settlement Amount, and to separately
19 pay any and all employer payroll taxes owed on the Wage Portions of the Individual
20 Class Payments. Defendants have no obligation to pay the Gross Settlement Amount
21 (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement.
22 The Administrator will disburse the entire Gross Settlement Amount without asking or
23 requiring Participating Class Members or Aggrieved Employees to submit any claim
24 as a condition of payment. None of the Gross Settlement Amount will revert to
25 Defendants.

26 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
27 the following payments from the Gross Settlement Amount, in the amounts specified
28 by the Court in the Final Approval:

1 3.2.1. To Plaintiff Galluccio: Class Representative Service Payment of not more than
2 Five Thousand Dollars (\$5,000.00), in addition to any Individual Class Payment
3 and any Individual PAGA Payment that Plaintiff Galluccio is entitled to receive
4 as a Participating Class Member. Defendants will not oppose Plaintiff
5 Galluccio's request for Class Representative Service Payment that does not
6 exceed this amount. As part of the motion for Class Counsel Fees Payment and
7 Class Litigation Expenses Payment, Plaintiff Galluccio will seek Court
8 approval for any Class Representative Service Payments no later than 16 court
9 days prior to the Final Approval Hearing. If the Court approves a Class
10 Representative Service Payment less than the amount requested, the
11 Administrator will retain the remainder in the Net Settlement Amount. The
12 Administrator will pay the Class Representative Service Payment using IRS
13 Form 1099. Plaintiff Galluccio assumes full responsibility and liability for
14 employee taxes owed on the Class Representative Service Payment.

15 3.2.2. To Plaintiff Cioffi: Class Representative Service Payment of not more than
16 Five Thousand Dollars (\$5,000.00), in addition to any Individual Class
17 Payment and any Individual PAGA Payment that Plaintiff Cioffi is entitled to
18 receive as a Participating Class Member. Defendants will not oppose Plaintiff
19 Cioffi's request for Class Representative Service Payment that does not exceed
20 this amount. As part of the motion for Class Counsel Fees Payment and Class
21 Litigation Expenses Payment, Plaintiff Cioffi will seek Court approval for any
22 Class Representative Service Payments no later than 16 court days prior to the
23 Final Approval Hearing. If the Court approves a Class Representative Service
24 Payment less than the amount requested, the Administrator will retain the
25 remainder in the Net Settlement Amount. The Administrator will pay the Class
26 Representative Service Payment using IRS Form 1099. Plaintiff Cioffi assumes
27 full responsibility and liability for employee taxes owed on the Class
28 Representative Service Payment.

1 3.2.3. To Class Counsel: A Class Counsel Fees Payment of not more than 33-1/3%
2 of the Gross Settlement Amount, which is currently estimated to be Three
3 Hundred Eleven Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six
4 Cents (\$311,666.66) and a Class Counsel Litigation Expenses Payment of not
5 more than Thirty Thousand Dollars (\$30,000.00). Defendants will not oppose
6 requests for these payments provided that they do not exceed these amounts.
7 Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees
8 Payment and Class Litigation Expenses Payment no later than 16 court days
9 prior to the Final Approval Hearing. If the Court approves a Class Counsel
10 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than
11 the amounts requested, the Administrator will allocate the remainder to the Net
12 Settlement Amount. Released Parties shall have no liability to Class Counsel
13 or any other Plaintiff's Counsel arising from any claim to any portion any Class
14 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
15 Administrator will pay the Class Counsel Fees Payment and Class Counsel
16 Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes
17 full responsibility and liability for taxes owed on the Class Counsel Fees
18 Payment and the Class Counsel Litigation Expenses Payment and holds
19 Defendants harmless, and indemnifies Defendants, from any dispute or
20 controversy regarding any division or sharing of any of these Payments.

21 3.2.4. To the Administrator: An Administrator Expenses Payment not to exceed
22 Twenty Thousand Dollars (\$20,000.00), except for a showing of good cause
23 and as approved by the Court. To the extent the Administration Expenses are
24 less, or the Court approves payment less than \$20,000.00, the Administrator
25 will retain the remainder in the Net Settlement Amount.

26 3.2.5. To Each Participating Class Member: An Individual Class Payment calculated
27 by (a) dividing the Net Settlement Amount by the total number of Workweeks
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1 worked by all Participating Class Members during the Class Period and (b)
2 multiplying the result by each Participating Class Member's Workweeks.

3 3.2.5.1. Tax Allocation of Individual Class Payments. 20% of each Participating
4 Class Member's Individual Class Payment will be allocated to
5 settlement of wage claims (the "Wage Portion"). The Wage Portions
6 are subject to tax withholding and will be reported on an IRS W-2 Form.
7 40% of each Participating Class Member's Individual Class Payment
8 will be allocated to settlement of claims for interest, and 40% of each
9 Participating Class Member's Individual Class Payment will be
10 allocated to settlement of claims for penalties (the "Non-Wage
11 Portion"). The Non-Wage Portions are not subject to wage
12 withholdings and will be reported on IRS 1099 Forms. Participating
13 Class Members assume full responsibility and liability for any employee
14 taxes owed on their Individual Class Payment.

15 3.2.5.2. Effect of Non-Participating Class Members on Calculation of Individual
16 Class Payments. Non-Participating Class Members will not receive any
17 Individual Class Payments. The Administrator will retain amounts
18 equal to their Individual Class Payments in the Net Settlement Amount
19 for distribution to Participating Class Members on a pro rata basis.

20 3.2.6. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
21 Fifty Thousand Dollars (\$50,000.00) to be paid from the Gross Settlement
22 Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25%
23 (\$12,500) allocated to the Individual PAGA Payments.

24 3.2.6.1. The Administrator will calculate each Individual PAGA Payment by (a)
25 dividing the amount of the Aggrieved Employees' 25% share of PAGA
26 Penalties (\$12,500) by the total number of PAGA Period Pay Periods
27 worked by all Aggrieved Employees during the PAGA Period and (b)
28 multiplying the result by each Aggrieved Employee's PAGA Period Pay

1 Periods. Aggrieved Employees assume full responsibility and liability
2 for any taxes owed on their Individual PAGA Payment.

3 3.2.6.2.If the Court approves PAGA Penalties of less than the amount
4 requested, the Administrator will allocate the remainder to the Net
5 Settlement Amount. The Administrator will report the Individual
6 PAGA Payments on IRS 1099 Forms.

7 **4. SETTLEMENT FUNDING AND PAYMENTS.**

8 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
9 records to date, Defendants estimate that from September 24, 2016 to April 24, 2022
10 there were approximately 396 Class Members who collectively worked no more than
11 a total of 53,814 Workweeks, and 257 Aggrieved Employees who worked no more than
12 a total of 19,726 PAGA Pay Periods.

13 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the
14 Settlement, Defendants will deliver the Class Data to the Administrator, in the form of
15 a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
16 Administrator must maintain the Class Data in confidence, use the Class Data only for
17 purposes of this Settlement and for no other purpose, and restrict access to the Class
18 Data to Administrator employees who need access to the Class Data to effect and
19 perform under this Agreement. Defendants have a continuing duty to immediately
20 notify Class Counsel if they discover that the Class Data omitted class member
21 identifying information and to provide corrected or updated Class Data as soon as
22 reasonably feasible. Without any extension of the deadline by which Defendants must
23 send the Class Data to the Administrator, the Parties and their counsel will
24 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
25 issues related to missing or omitted Class Data.

26 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
27 Settlement Amount by transmitting the funds to the Administrator no later than 14 days
28 after the Effective Date.

1 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund
2 the Gross Settlement Amount, the Administrator will mail checks for all Individual
3 Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
4 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
5 Litigation Expenses Payment, and the Class Representative Service Payment.
6 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation
7 Expenses Payment and the Class Representative Service Payment shall not precede
8 disbursement of Individual Class Payments and Individual PAGA Payments.

9 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
10 Individual PAGA Payments and send them to the Class Members via First Class
11 U.S. Mail, postage prepaid. The face of each check shall prominently state the
12 date (not less than 180 days after the date of mailing) when the check will be
13 voided. The Administrator will cancel all checks not cashed by the void date.
14 The Administrator will send checks for Individual Class Payments to all
15 Participating Class Members (including those for whom Class Notice was
16 returned undelivered). The Administrator will send checks for Individual
17 PAGA Payments to all Aggrieved Employees including Non-Participating
18 Class Members who qualify as Aggrieved Employees (including those for
19 whom Class Notice was returned undelivered). The Administrator may send
20 Participating Class Members a single check combining the Individual Class
21 Payment and the Individual PAGA Payment. Before mailing any checks, the
22 Settlement Administrator must update the recipients' mailing addresses using
23 the National Change of Address Database.

24 4.4.2. The Administrator must conduct a Class Member Address Search for all other
25 Class Members whose checks are returned undelivered without USPS
26 forwarding address. Within 7 days of receiving a returned check the
27 Administrator must re-mail checks to the USPS forwarding address provided or
28 to an address ascertained through the Class Member Address Search. The

1 Administrator need not take further steps to deliver checks to Class Members
2 whose re-mailed checks are returned as undelivered. The Administrator shall
3 promptly send a replacement check to any Class Member whose original check
4 was lost or misplaced, requested by the Class Member prior to the void date.

5 4.4.3. For any Class Member whose Individual Class Payment check or Individual
6 PAGA Payment check is uncashed and cancelled after the void date, the
7 Administrator shall transmit the funds represented by such checks to the
8 California Controller's Unclaimed Property Fund in the name of the Class
9 Member, thereby leaving no "unpaid residue" subject to the requirements of
10 California Code of Civil Procedure Section 384, subd. (b).

11 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
12 shall not obligate Defendants to confer any additional benefits or make any
13 additional payments to Class Members (such as 401(k) contributions or
14 bonuses) beyond those specified in this Agreement.

15 **5. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
16 Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of
17 the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release
18 claims against all Released Parties as follows:

19 5.1. Plaintiffs' Release. Plaintiffs, and each of them, and each of their respective former
20 and present spouses, representatives, agents, attorneys, heirs, administrators,
21 successors, and assigns generally, release and discharge Released Parties from all
22 claims rights, demands, liabilities, and causes of action, whether statutory, in tort,
23 contract, or otherwise, alleged in the Actions and PAGA Notices, or that could have
24 been alleged based on the facts pleaded in the Actions and PAGA Notices, arising
25 during the period from September 22, 2016 through the date of Preliminary Approval,
26 including claims under the California Labor Code, California Industrial Welfare
27 Commission Wage Orders, regulations, and/or other provisions of law, for failure to
28 pay wages (including minimum wages, regular wages, overtime wages, failure to pay

1 overtime at the regular rate, double time wages, reporting time wages, vacation wages
2 & shift differentials), failure to provide compliant meal periods and associated
3 premium pay, failure to provide compliant rest periods and associated premium pay,
4 failure to provide compliant wage statements, failure to timely pay wages upon
5 termination of employment, failure to timely pay wages during employment, failure to
6 maintain requisite payroll records, unreimbursed business expenses, including Labor
7 Code sections section 201, 202, 203, 204, 221, 222, 223, 226, 226.3, 226.7, 510, 512,
8 558.1, 1174, 1194, 1197, 558, 2802 and 2699, and unfair or unlawful business practices
9 in violation of California Business and Professions Code § 17200, et seq. Plaintiffs
10 acknowledge that Plaintiffs may discover facts or law different from, or in addition to,
11 the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless,
12 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
13 such different or additional facts or Plaintiff's discovery of them.

14 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
15 purposes of Plaintiffs' Release, Plaintiffs, and each of them, expressly waive
16 and relinquish the provisions, rights, and benefits, if any, of section 1542 of the
17 California Civil Code, which reads:

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

27 5.2. Released Class Claims: All Participating Class Members, on behalf of themselves and
28 their respective former and present representatives, agents, attorneys, heirs,
administrators, successors, and assigns, release Released Parties from all claims rights,
demands, liabilities, and causes of action, whether statutory, in tort, contract, or
otherwise, alleged in the Actions and the PAGA Notices, or that could have been
alleged based on the facts pleaded in the Actions and the PAGA Notices, arising during

1 the Class Period during Class Members' employment by PAF in non-exempt positions
2 in California, including claims under the California Labor Code, California Industrial
3 Welfare Commission Wage Orders, regulations, and/or other provisions of law, for
4 failure to pay wages (including minimum wages, regular wages, overtime wages,
5 failure to pay overtime at the regular rate, double time wages, reporting time wages,
6 vacation wages and shift differentials), failure to provide compliant meal periods and
7 associated premium pay, failure to provide compliant rest periods and associated
8 premium pay, failure to provide compliant wage statements, failure to timely pay wages
9 upon termination of employment, failure to timely pay wages during employment,
10 failure to maintain requisite payroll records, and failure to reimburse business expenses,
11 including Labor Code sections section 201, 202, 203, 204, 221, 222, 223, 226, 226.3,
12 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 2802 and 2699, and unfair or unlawful
13 business practices in violation of California Business and Professions Code § 17200,
14 *et seq.*, related to the above claims. The Class Release also means any claims, rights,
15 demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations,
16 attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever
17 kind or nature, and causes of action, that could potentially arise from the receipt of any
18 monies as a result of this Settlement by any member of the Settlement Class.

19 5.3. Released PAGA Claims: All Aggrieved Employees are deemed to release, on behalf
20 of themselves and their respective former and present representatives, agents,
21 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
22 claims, rights, demands, liabilities and causes of action, whether in law or equity, under
23 the Private Attorneys General Act ("PAGA"), arising from the same facts and/or claims
24 alleged against Defendants in the Actions and the PAGA Notices, that were pled or that
25 could have been pled, and arising during the PAGA Period during Aggrieved
26 Employees' employment by PAF in non-exempt positions in California, including
27 PAGA civil penalties for failure to pay wages (including minimum wages, regular
28 wages, overtime wages, failure to pay overtime at the regular rate, double time wages,

1 reporting time wages, vacation wages and shift differentials), failure to provide
2 compliant meal periods and associated premium pay, failure to provide compliant rest
3 periods and associated premium pay, failure to provide compliant wage statements,
4 failure to timely pay wages upon termination of employment, failure to timely pay
5 wages during employment, failure to maintain requisite payroll records, and failure to
6 unreimbursed business expenses, including Labor Code sections section 201, 202, 203,
7 204, 221, 222, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 2802
8 and 2699, and all related statutory and civil penalties, interest, fees, and costs. In light
9 of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias*
10 *v. Superior Ct. (Dairy)* (2009) 46 Cal. 4th 969, PAGA Members who exclude
11 themselves from the settlement of class claims shall still receive an individual PAGA
12 payment and be subject to this PAGA Release.

13 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
14 file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with
15 the Court’s current checklist for Preliminary Approvals.

16 6.1. PAF’s Declaration in Support of Preliminary Approval. Within 5 days of the full
17 execution of this Agreement, Defendants’ counsel will prepare and deliver to Class
18 Counsel a signed Declaration from PAF and Defense Counsel disclosing all facts
19 relevant to any actual or potential conflicts of interest with the Administrator. In their
20 Declarations, Defense Counsel and PAF shall aver that they are not aware of any other
21 pending matter or action asserting claims that will be extinguished or adversely affected
22 by the Settlement.

23 6.2. Plaintiff’s Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
24 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
25 notice, and memorandum in support, of the Motion for Preliminary Approval that
26 includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of
27 the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft
28 proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;

1 (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator
2 attaching its “not to exceed” bid for administering the Settlement and attesting to its
3 willingness to serve; competency; operative procedures for protecting the security of
4 Class Data; amounts of insurance coverage for any data breach, defalcation of funds or
5 other misfeasance; all facts relevant to any actual or potential conflicts of interest with
6 Class Members; and the nature and extent of any financial relationship with Plaintiffs,
7 Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming
8 willingness and competency to serve and disclosing all facts relevant to any actual or
9 potential conflicts of interest with Class Members, and/or the Administrator; (v) a
10 signed declaration from each Class Counsel firm attesting to its competency to
11 represent the Class Members; its timely transmission to the LWDA of all necessary
12 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
13 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor
14 Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement
15 showing all modifications made to the Model Agreement ready for filing with the
16 Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class
17 Members, the Administrator and/or the Cy Pres Recipient. In their Declarations,
18 Plaintiffs and Class Counsel Declarations shall aver that they are not aware of any other
19 pending matter or action asserting claims that will be extinguished or adversely affected
20 by the Settlement.

21 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
22 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval
23 no later than 30 days after the full execution of this Agreement; obtaining a prompt
24 hearing date for the Motion for Preliminary Approval; and for appearing in Court to
25 advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible
26 for delivering the Court’s Preliminary Approval to the Administrator.

27 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
28 Preliminary Approval and/or the supporting declarations and documents, Class

1 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties
2 by meeting in person or by telephone, and in good faith, to resolve the disagreement.
3 If the Court does not grant Preliminary Approval or conditions Preliminary Approval
4 on any material change to this Agreement, Class Counsel and Defense Counsel will
5 expeditiously work together on behalf of the Parties by meeting in person or by
6 telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's
7 concerns.

8 **7. SETTLEMENT ADMINISTRATION.**

9 7.1. Selection of Administrator. The Parties have jointly selected CPT Group to serve as
10 the Administrator and verified that, as a condition of appointment, CPT Group agrees
11 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in
12 this Agreement in exchange for payment of Administration Expenses. The Parties and
13 their Counsel represent that they have no interest or relationship, financial or otherwise,
14 with the Administrator other than a professional relationship arising out of prior
15 experiences administering settlements.

16 7.2. Employer Identification Number. The Administrator shall have and use its own
17 Employer Identification Number for purposes of calculating payroll tax withholdings
18 and providing reports state and federal tax authorities.

19 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
20 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
21 Regulation section 468B-1.

22 7.4. Notice to Class Members.

23 7.4.1. No later than three (3) business days after receipt of the Class Data, the
24 Administrator shall notify Class Counsel that the list has been received and state
25 the number of Class Members, PAGA Members, Workweeks, and Pay Periods
26 in the Class Data.

27 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
28 days after receiving the Class Data, the Administrator will send to all Class

1 Members identified in the Class Data, via first-class United States Postal
2 Service (“USPS”) mail, the Class Notice, with Spanish translation, if
3 applicable, substantially in the form attached to this Agreement as **Exhibit A**.
4 The first page of the Class Notice shall prominently estimate the dollar amounts
5 of any Individual Class Payment and/or Individual PAGA Payment payable to
6 the Class Member, and the number of Workweeks and PAGA Pay Periods (if
7 applicable) used to calculate these amounts. Before mailing Class Notices, the
8 Administrator shall update Class Member addresses using the National Change
9 of Address database.

10 7.4.3. Not later than 5 business days after the Administrator’s receipt of any Class
11 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
12 Class Notice using any forwarding address provided by the USPS. If the USPS
13 does not provide a forwarding address, the Administrator shall conduct a Class
14 Member Address Search, and re-mail the Class Notice to the most current
15 address obtained. The Administrator has no obligation to make further attempts
16 to locate or send Class Notice to Class Members whose Class Notice is returned
17 by the USPS a second time.

18 7.4.4. The deadlines for Class Members’ written objections, Challenges to
19 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended
20 an additional 14 days beyond the 45 days otherwise provided in the Class Notice
21 for all Class Members whose notice is re-mailed. The Administrator will
22 inform the Class Member of the extended deadline with the re-mailed Class
23 Notice.

24 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
25 discovers any persons who believe they should have been included in the Class
26 Data and should have received Class Notice, the Parties will expeditiously meet
27 and confer in person or by telephone, and in good faith, in an effort to agree on
28 whether to include them as Class Members. If the Parties agree, such persons

1 will be Class Members entitled to the same rights as other Class Members, and
2 the Administrator will send, via email or overnight delivery, a Class Notice
3 requiring them to exercise options under this Agreement not later than 14 days
4 after receipt of Class Notice, or the deadline dates in the Class Notice, which
5 ever are later.

6 7.5. Requests for Exclusion (Opt-Outs).

7 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class
8 Settlement must send the Administrator, by fax, email, or mail, a signed written
9 Request for Exclusion not later than 45 days after the Administrator mails the
10 Class Notice (plus an additional 14 days for Class Members whose Class Notice
11 is re-mailed). A Request for Exclusion is a letter from a Class Member or
12 his/her representative that reasonably communicates the Class Member's
13 election to be excluded from the Settlement and includes the Class Member's
14 name, address and email address or telephone number. To be valid, a Request
15 for Exclusion must be timely faxed, emailed, or postmarked by the Response
16 Deadline.

17 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
18 fails to contain all the information specified in the Class Notice. The
19 Administrator shall accept any Request for Exclusion as valid if the
20 Administrator can reasonably ascertain the identity of the person as a Class
21 Member and the Class Member's desire to be excluded. The Administrator's
22 determination shall be final and not appealable or otherwise susceptible to
23 challenge. If the Administrator has reason to question the authenticity of a
24 Request for Exclusion, the Administrator may demand additional proof of the
25 Class Member's identity. The Administrator's determination of authenticity
26 shall be final and not appealable or otherwise susceptible to challenge.

27 7.5.3. Every Class Member who does not submit a timely and valid Request for
28 Exclusion is deemed to be a Participating Class Member under this Agreement,

1 entitled to all benefits and bound by all terms and conditions of the Settlement,
2 including the Participating Class Members' Releases under Paragraphs 5.2 and
3 5.3 of this Agreement, regardless whether the Participating Class Member
4 actually receives the Class Notice or objects to the Settlement.

5 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is
6 a Non-Participating Class Member and shall not receive an Individual Class
7 Payment or have the right to object to the class action components of the
8 Settlement. Because future PAGA claims are subject to claim preclusion upon
9 entry of the Judgment, Non-Participating Class Members who are Aggrieved
10 Employees are deemed to release the claims identified in Paragraph 5.3 of this
11 Agreement and are eligible for an Individual PAGA Payment.

12 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
13 the Administrator mails the Class Notice (plus an additional 14 days for Class Members
14 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and
15 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The
16 Class Member may challenge the allocation by communicating with the Administrator
17 via fax, email or mail. The Administrator must encourage the challenging Class
18 Member to submit supporting documentation. In the absence of any contrary
19 documentation, the Administrator is entitled to presume that the Workweeks contained
20 in the Class Notice are correct so long as they are consistent with the Class Data. The
21 Administrator's determination of each Class Member's allocation of Workweeks
22 and/or Pay Periods shall be final and not appealable or otherwise susceptible to
23 challenge. The Administrator shall promptly provide copies of all challenges to
24 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel
25 and the Administrator's determination the challenges.

26 7.7. Objections to Settlement.

27 7.7.1. Only Participating Class Members may object to the class action components
28 of the Settlement and/or this Agreement, including contesting the fairness of

1 the Settlement, and/or amounts requested for the Class Counsel Fees Payment,
2 Class Counsel Litigation Expenses Payment and/or Class Representative
3 Service Payment.

4 7.7.2. Participating Class Members may send written objections to the Administrator,
5 by fax, email, or mail. In the alternative, Participating Class Members may
6 appear in Court (or hire an attorney to appear in Court) to present verbal
7 objections at the Final Approval Hearing. A Participating Class Member who
8 elects to send a written objection to the Administrator must do so not later than
9 45 days after the Administrator's mailing of the Class Notice (plus an additional
10 14 days for Class Members whose Class Notice was re-mailed).

11 7.7.3. Non-Participating Class Members have no right to object to any of the class
12 action components of the Settlement.

13 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
14 be performed or observed by the Administrator contained in this Agreement or
15 otherwise.

16 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will
17 establish and maintain and use an internet website to post information of interest
18 to Class Members including the date, time and location for the Final Approval
19 Hearing and copies of the Settlement Agreement, Motion for Preliminary
20 Approval, the Preliminary Approval, the Class Notice, the Motion for Final
21 Approval, the Motion for Class Counsel Fees Payment, Class Counsel
22 Litigation Expenses Payment and Class Representative Service Payment, the
23 Final Approval and the Judgment. The Administrator will also maintain and
24 monitor an email address and a toll-free telephone number to receive Class
25 Member calls, faxes and emails.

26 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
27 promptly review on a rolling basis Requests for Exclusion to ascertain their
28 validity. Not later than 5 days after the expiration of the deadline for submitting

1 Requests for Exclusion, the Administrator shall email a list to Class Counsel
2 and Defense Counsel containing (a) the names and other identifying
3 information of Class Members who have timely submitted valid Requests for
4 Exclusion (“Exclusion List”); (b) the names and other identifying information
5 of Class Members who have submitted invalid Requests for Exclusion; (c)
6 copies of all Requests for Exclusion from Settlement submitted (whether valid
7 or invalid).

8 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
9 reports to Class Counsel and Defense Counsel that, among other things, tally
10 the number of: Class Notices mailed or re-mailed, Class Notices returned
11 undelivered, Requests for Exclusion (whether valid or invalid) received,
12 objections received, challenges to Workweeks and/or Pay Periods received
13 and/or resolved, and checks mailed for Individual Class Payments and
14 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
15 include provide the Administrator’s assessment of the validity of Requests for
16 Exclusion and attach copies of all Requests for Exclusion and objections
17 received.

18 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority
19 to address and make final decisions consistent with the terms of this Agreement
20 on all Class Member challenges over the calculation of Workweeks and/or Pay
21 Periods. The Administrator’s decision shall be final and not appealable or
22 otherwise susceptible to challenge.

23 7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which
24 Plaintiffs are required to file the Motion for Final Approval of the Settlement,
25 the Administrator will provide to Class Counsel and Defense Counsel, a signed
26 declaration suitable for filing in Court attesting to its due diligence and
27 compliance with all of its obligations under this Agreement, including, but not
28 limited to, its mailing of Class Notice, the Class Notices returned as

1 undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
2 the total number of Requests for Exclusion from Settlement it received (both
3 valid or invalid), the number of written objections and attach the Exclusion List.
4 The Administrator will supplement its declaration as needed or requested by the
5 Parties and/or the Court. Class Counsel is responsible for filing the
6 Administrator's declaration(s) in Court.

7 7.8.6. Final Report by Settlement Administrator. Within 10 days after the
8 Administrator disburses all funds in the Gross Settlement Amount, the
9 Administrator will provide Class Counsel and Defense Counsel with a final
10 report detailing its disbursements by employee identification number only of all
11 payments made under this Agreement. At least 15 days before any deadline set
12 by the Court, the Administrator will prepare, and submit to Class Counsel and
13 Defense Counsel, a signed declaration suitable for filing in Court attesting to its
14 disbursement of all payments required under this Agreement. Class Counsel is
15 responsible for filing the Administrator's declaration in Court.

16 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** PAF certifies that the number
17 of workweeks for all Settlement Class Members from September 24, 2016 to April 24, 2022 is
18 no more than 53,814 ("Certified Workweek Amount"). This Settlement is based on the
19 aforementioned data. In their sole discretion, Defendants may select an end date of the Class
20 Period and PAGA Period up to November 15, 2022, but no earlier than April 24, 2022. In the
21 event that Defendants, at their sole discretion, select an end date to the Class Period and PAGA
22 Period, such that the workweeks by Class Members included in the settlement of this Action
23 increases by more than 10% (i.e. more than 5,381 additional work weeks in excess of the
24 Certified Workweek Amount, such that the final workweeks being released are greater than
25 59,195), the Gross Settlement Amount shall be increased by the additional percentage
26 difference between the Certified Workweek Amount and the actual number of workweeks for
27 the Settlement Class Members during this time period.
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1 9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion
2 identified in the Exclusion List exceeds 10% of the total outstanding workweeks of all Class
3 Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The
4 Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force
5 or effect whatsoever, and that neither Party will have any further obligation to perform under
6 this Agreement; provided, however, Defendants will remain responsible for paying all
7 Settlement Administration Expenses incurred to that point. Defendants must notify Class
8 Counsel and the Court of its election to withdraw not later than seven court days after the
9 Administrator sends the final Exclusion List to Defense Counsel; late elections will have no
10 effect.

11 10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
12 Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the
13 Settlement that includes a request for approval of the PAGA settlement under Labor Code
14 section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment
15 (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents
16 to Defense Counsel not later than seven days prior to filing the Motion for Final Approval.
17 Class Counsel and Defense Counsel will expeditiously meet and confer in person or by
18 telephone, and in good faith, to resolve any disagreements concerning the Motion for Final
19 Approval.

20 10.1. Response to Objections. Each Party retains the right to respond to any objection raised
21 by a Participating Class Member, including the right to file responsive documents in
22 Court no later than five court days prior to the Final Approval Hearing, or as otherwise
23 ordered or accepted by the Court.

24 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
25 Approval on any material change to the Settlement (including, but not limited to, the
26 scope of release to be granted by Class Members), the Parties will expeditiously work
27 together in good faith to address the Court's concerns by revising the Agreement as
28 necessary to obtain Final Approval. The Court's decision to award less than the

1 amounts requested for the Class Representative Service Payment, Class Counsel Fees
2 Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses
3 Payment shall not constitute a material modification to the Agreement within the
4 meaning of this paragraph.

5 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
6 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
7 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
8 administration matters, and (iii) addressing such post-Judgment matters as are
9 permitted by law.

10 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
11 conditions of this Agreement, specifically including the Class Counsel Fees Payment
12 and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement,
13 the Parties, their respective counsel, and all Participating Class Members who did not
14 object to the Settlement as provided in this Agreement, waive all rights to appeal from
15 the Judgment, including all rights to post-judgment and appellate proceedings, the right
16 to file motions to vacate judgment, motions for new trial, extraordinary writs, and
17 appeals. The waiver of appeal does not include any waiver of the right to oppose such
18 motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations
19 to perform under this Agreement will be suspended until such time as the appeal is
20 finally resolved and the Judgment becomes final, except as to matters that do not affect
21 the amount of the Net Settlement Amount.

22 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
23 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires
24 a material modification of this Agreement (including, but not limited to, the scope of
25 release to be granted by Class Members), this Agreement shall be null and void. The
26 Parties shall nevertheless expeditiously work together in good faith to address the
27 appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing,
28 on a 50-50 basis, any additional Administration Expenses reasonably incurred after

1 remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the
2 Class Representative Service Payment or any payments to Class Counsel shall not
3 constitute a material modification of the Judgment within the meaning of this
4 paragraph, as long as the Gross Settlement Amount remains unchanged.

5 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
6 Procedure section 384, the Parties will work together in good faith to jointly submit and a
7 proposed amended judgment.

8 **12. ADDITIONAL PROVISIONS.**

9 12.1. No Admission of Liability, Class Certification or Representative Manageability for
10 Other Purposes. This Agreement represents a compromise and settlement of highly
11 disputed claims. Nothing in this Agreement is intended or should be construed as an
12 admission by Defendants that any of the allegations in the Operative Complaint have
13 merit or that Defendants have any liability for any claims asserted; nor should it be
14 intended or construed as an admission by Plaintiffs that Defendants' defenses in the
15 Action have merit. The Parties agree that class certification and representative
16 treatment is for purposes of this Settlement only. If, for any reason the Court does grant
17 Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right
18 to contest certification of any class for any reasons, and Defendants reserve all available
19 defenses to the claims in the Action, and Plaintiffs reserve the right to move for class
20 certification on any grounds available and to contest Defendants' defenses. The
21 Settlement, this Agreement and Parties' willingness to settle the Action will have no
22 bearing on, and will not be admissible in connection with, any litigation (except for
23 proceedings to enforce or effectuate the Settlement and this Agreement).

24 12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants
25 and Defense Counsel separately agree that, until the Motion for Preliminary Approval
26 of Settlement is filed, they and each of them will not disclose, disseminate and/or
27 publicize, or cause or permit another person to disclose, disseminate or publicize, any
28 of the terms of the Agreement directly or indirectly, specifically or generally, to any

1 person, corporation, association, government agency, or other entity except: (1) to the
2 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this
3 Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to
4 report income to appropriate taxing authorities; (4) in response to a court order or
5 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
6 government agency. Each Party agrees to immediately notify each other Party of any
7 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs,
8 Class Counsel, Defendants and Defense Counsel separately agree not to, directly or
9 indirectly, initiate any conversation or other communication, before the filing of the
10 Motion for Preliminary Approval, any with third party regarding this Agreement or the
11 matters giving rise to this Agreement except to respond only that "the matter was
12 resolved," or words to that effect. This paragraph does not restrict Class Counsel's
13 communications with Class Members in accordance with Class Counsel's ethical
14 obligations owed to Class Members.

15 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
16 employees will not solicit any Class Member to opt out of or object to the Settlement,
17 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict
18 Class Counsel's ability to communicate with Class Members in accordance with Class
19 Counsel's ethical obligations owed to Class Members.

20 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
21 together with its attached exhibits shall constitute the entire agreement between the
22 Parties relating to the Settlement, superseding any and all oral representations,
23 warranties, covenants, or inducements made to or by any Party.

24 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
25 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
26 appropriate action required or permitted to be taken by such Parties pursuant to this
27 Agreement to effectuate its terms, and to execute any other documents reasonably
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1 required to effectuate the terms of this Agreement including any amendments to this
2 Agreement.

3 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
4 best efforts, in good faith, to implement the Settlement by, among other things,
5 modifying the Settlement Agreement, submitting supplemental evidence and
6 supplementing points and authorities as requested by the Court. In the event the Parties
7 are unable to agree upon the form or content of any document necessary to implement
8 the Settlement, or on any modification of the Agreement that may become necessary
9 to implement the Settlement, the Parties will seek the assistance of a mediator and/or
10 the Court for resolution.

11 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
12 directly or indirectly assigned, transferred, encumbered, or purported to assign,
13 transfer, or encumber to any person or entity and portion of any liability, claim,
14 demand, action, cause of action, or right released and discharged by the Party in this
15 Settlement.

16 12.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel
17 are providing any advice regarding taxes or taxability, nor shall anything in this
18 Settlement be relied upon as such within the meaning of United States Treasury
19 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

20 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
21 modified, changed, or waived only by an express written instrument signed by all
22 Parties or their representatives, and approved by the Court.

23 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
24 the benefit of, the successors of each of the Parties.

25 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
26 governed by and interpreted according to the internal laws of the state of California,
27 without regard to conflict of law principles.
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1 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
2 of this Agreement. This Agreement will not be construed against any Party on the basis
3 that the Party was the drafter or participated in the drafting.

4 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
5 entered during Action and in this Agreement relating to the confidentiality of
6 information shall survive the execution of this Agreement.

7 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
8 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
9 Counsel by Defendants in connection with the mediation, other settlement negotiations,
10 or in connection with the Settlement, may be used only with respect to this Settlement,
11 and no other purpose, and may not be used in any way that violates any existing
12 contractual agreement, statute, or rule of court. Not later than 90 days after the date
13 when the Court discharges the Administrator's obligation to provide a Declaration
14 confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper
15 and electronic versions of Class Data received from Defendants unless, prior to the
16 Court's discharge of the Administrator's obligation, Defendants makes a written
17 request to Class Counsel for the return, rather than the destructions, of Class Data.

18 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
19 inserted for convenience of reference only and does not constitute a part of this
20 Agreement.

21 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
22 be to calendar days. In the event any date or deadline set forth in this Agreement falls
23 on a weekend or federal legal holiday, such date or deadline shall be on the first
24 business day thereafter.

25 12.17. Notice. All notices, demands or other communications between the Parties in
26 connection with this Agreement will be in writing and deemed to have been duly given
27 as of the third business day after mailing by United States mail, or the day sent by email
28 or messenger, addressed as follows:

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To Plaintiffs:

<p>Jake D. Finkel, Esq. jake@finkelfirm.com THE FINKEL FIRM 3470 Wilshire Blvd., Suite 830 Los Angeles, CA 90010 Telephone: 213.787.7411 Facsimile: 323.916.0521</p>	<p>Daniel F. Gaines, Esq. daniel@gaineslawfirm.com Alex P. Katofsky, Esq. alex@gaineslawfirm.com Evan S. Gaines, Esq. evan@gaineslawfirm.com GAINES & GAINES, APLC 4550 East Thousand Oaks Blvd., Suite 100 Westlake Village, CA 91362 Telephone: (818) 703-8985 Facsimile: (818) 703-8984</p>
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To Defendants:

<p>Shiva S. Davoudian, Esq. sdavoudian@littler.com LITTLER MENDELSON P.C. 2049 Century Park East, 5th Floor Los Angeles, CA 90071 Telephone: 213.443.4300 Fax No.: 213.443.4299</p>	<p>Lauren Manso, Esq. lmanso@littler.com LITTLER MENDELSON P.C. 633 West 5th Street, 63rd Floor Los Angeles, CA 90071 Telephone: 213.443.4300 Fax No.: 213.443.4299</p>
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12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

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Plaintiff Glenn Lawrence Galluccio

BTCA

Plaintiff Bryan Cioffi

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Glenn Galluccio

Plaintiff Glenn Lawrence Galluccio

Plaintiff Bryan Cioffi

Jake Finkel

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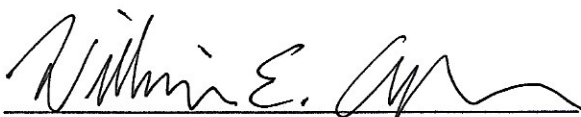
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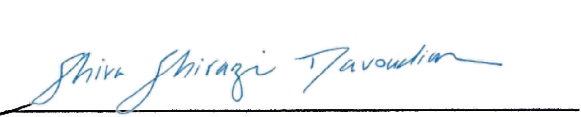
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