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**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ALAMEDA**

CARLOS GALVEZ, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

RAY TECH PROFESSIONAL PAINTING,  
a California Corporation; and DOES 1- 20  
inclusive,  
Defendants.

Case No. RG14737391

**AMENDED STIPULATION AND  
AGREEMENT FOR CLASS ACTION  
SETTLEMENT**

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B. On August 15, 2014, Plaintiff Carlos Galvez individually and on behalf of similarly situated employees of Defendant Ray Tech Professional Painting ("Defendant") filed a complaint in the Superior Court for the County of Alameda styled *Carlos Galvez, individually and on behalf of all others similarly situated v. Ray Tech Professional Painting, et al*, Case No. RG14737391.

**D. The Parties enter into the Settlement on a conditional basis. In the event the Court does not enter an Order Granting Final Approval of the Settlement, or in the event that such Order Granting Final Approval does not become final for any reason, the Settlement shall be deemed null and void, and will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose whatsoever.**

F. Based on the documents provided by Defendant, and their own independent investigation and evaluation, Class Counsel are of the opinion that the settlement with Defendant for the consideration and on the terms set forth in the Settlement is fair, reasonable, and adequate, and is in the best interest of the putative class members in light of all known facts and

1 circumstances, including the risk of significant delay and uncertainty associated with litigation,  
2 various defenses asserted by Defendant, and numerous potential appellate issues.

3 G. The Parties stipulate and agree to the following terms of the Settlement with the  
4 intent that the Settlement fully and finally dispose of the Class Action.

5 **STIPULATION AND AGREEMENT**

6 **I. DEFINITIONS**

7 A. The terms "Agreement," "Settlement Agreement," and "Settlement" mean this  
8 Stipulation and Agreement for Class Action Settlement, which the Parties acknowledge sets forth  
9 all material terms and conditions of the settlement between them, and which is subject to Court  
10 approval.

11 B. "Action" means the class action lawsuit herein, generally known as *Carlos Galvez,*  
12 *individually and on behalf of all others similarly situated v. Ray Tech Professional Painting, et al.,*  
13 *Case No. RG14737391.*

14 C. "Class Counsel" means Ron Makarem and Gene Williams of Makarem &  
15 Associates.

16 D. "Class List" means the list of names, last known residential addresses, and social  
17 security numbers of Class Members for whom Defendant possesses such information at the time  
18 of entry of the Court's Order Granting Preliminary Approval. The Class List will indicate, for  
19 each Class Member, the Class Member's date of hire at and termination from Defendant, if  
20 applicable, such that the Settlement Administrator may calculate the number of weeks worked by  
21 each Class Member.

22 E. "Class Member(s)" and "Class" means all current and former non-exempt  
23 employees employed by Defendant in California at any point during the period from August 19,  
24 2010 until the date the Court grants Preliminary Approval of the Settlement. The Class is estimated  
25 to contain approximately 225 Class Members.  
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1           F.     **"Class Notice"** means a notice entitled "Notice of Class Action Settlement and  
2 Estimated Individual Settlement Payment" in the form substantially similar to that attached hereto  
3 as Exhibit A.

4           G.     **"Class Period"** means the period from August 19, 2010 until the date the Court  
5 grants Preliminary Approval of the Settlement.

6           H.     **"Class Representative," "Named Plaintiff," and "Representative Plaintiff"**  
7 means Carlos Galvez.

8           I.     **"Court"** means the Alameda County Superior Court.

9           J.     **"Effective Settlement Date"** means the later of the following: (a) if no one objects  
10 to the Settlement, then the Effective Settlement Date shall be the date the Court enters the Order  
11 Granting Final Approval of the Settlement; (b) if someone objects to the Settlement, then the date  
12 upon which the time to seek an appeal, review or writ from the Order Granting Final Approval of  
13 the Settlement has passed; or (c) if an appeal, review or writ from the Order Granting Final  
14 Approval of the Settlement is sought, the day the Order Granting Final Approval of the Settlement  
15 is affirmed or the appeal, review or writ is dismissed or denied, and the Order Granting Final  
16 Approval of the Settlement is no longer subject to further appellate challenges or procedures.

17           K.     **"Enhancement Award"** means the portion of the Common Fund awarded by the  
18 Court and paid to the Class Representative for his service in connection with being the Class  
19 Representatives/Representative Plaintiffs.  
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21           L.     **"Exclusion Deadline"** is sixty (60) days after the date the Notice Packet is first  
22 mailed by the Settlement Administrator to the Class Members.

23           M.     **"Final Approval Hearing"** means a hearing set by the Court, pursuant to class  
24 action procedures and requirements, for the purpose of determining the fairness, adequacy, and  
25 reasonableness of the Settlement.

26           N.     **"Gross Settlement Amount"** means the amount of \$125,000, which amount will  
27 be all-inclusive, including Individual Settlement Payments to all Participating Class Members, any  
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1 Enhancement award to the Class Representative as awarded by the Court, attorneys' fees and costs  
2 to Class Counsel as approved by the Court, payment to the Settlement Administrator to administer  
3 the Settlement, and the employee's portion of payroll tax burdens on such sums paid out as wages  
4 under the Settlement. The employer portion of payroll taxes shall be paid separately by Defendant  
5 outside of the common fund. The Settlement is a cash, non-reversionary settlement. The  
6 Settlement is not a claims-made settlement.

7 O. "Individual Settlement Payment" means the gross amount paid to each Class  
8 Member who does not timely opt out of the Settlement.

9 P. "LWDA PAGA Allocation" means the amount payable from the Gross Settlement  
10 Amount to the State of California's Labor Workforce Development Agreement.

11 Q. "Net Settlement Amount" means the portion of the Gross Settlement allocated for  
12 payment of Individual Settlement Payments to Class Members.

13 R. "Notice Packet" means a mailing from the Settlement Administrator to Class  
14 Members which contains the Class Notice, Request for Exclusion Form, and Objection Form.

15 S. "Objection Form" means a form which Class Members may utilize if the desire  
16 to object to the Settlement, in the form substantially similar to that attached hereto as Exhibit C.

17 T. "Order Granting Final Approval" means an order executed and filed by the  
18 Court granting final approval to the Settlement and entering judgment thereon.

19 U. "Order Granting Preliminary Approval" means an order executed and filed by  
20 the Court granting preliminary approval to the settlement.

21 V. "Participating Class Member" means any Class Member who does not timely opt  
22 out of the Settlement, as provided in Section V(E) below.

23 W. "Preliminary Approval Date" means the date on which the Court enters the Order  
24 Granting Preliminary Approval.

25 X. "Released Claims" means all claims arising out of the claims and causes of action  
26 alleged in the Action or that could have been alleged in the Action, including but not limited to  
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1 violations of Labor Code Sections 201-204, 226, 226.7, 510, 512, 1174, 1194, 2802, and 2699 *et*  
2 *seq.* (the Private Attorneys General Act ("PAGA")); and violations of Business and Professions  
3 Code sections 17200, *et seq.*, against the Released Parties.

4       **Y. "Released Parties"** means Ray Tech Professional Painting, Inc., as well as any  
5 parent, subsidiary, affiliate, shareholder, predecessor or successor, and all agents, employees,  
6 officers, directors, and attorneys thereof.

7       **Z. "Request for Exclusion"** means a Class Member's completed Request for  
8 Exclusion form to opt out of the Settlement in the form substantially similar to that attached hereto  
9 as Exhibit B.

10       **AA. "Settlement Administrator"** means any third-party class action settlement  
11 administrator approved by the Court for the purposes of administering this settlement. The Parties  
12 each represent that they do not have any financial interest in the Settlement Administrator or  
13 otherwise have a relationship with the Settlement Administrator that could create a conflict of  
14 interest.  
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16       **BB. "Settlement Administration Costs"** means the costs payable from the Gross  
17 Settlement to the Settlement Administrator for administering this Settlement, including, but not  
18 limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated  
19 settlement amounts per Class Member, performing the required tax reporting on the settlement  
20 payments, issuance of applicable IRS Form(s) 1099 and W-2, distributing the Class Notice Packet,  
21 calculating and distributing the Net Settlement Amount and Class Counsel's Fees and Expenses,  
22 providing necessary reports and declarations, and other duties and responsibilities set forth herein  
23 to process this Settlement, and as requested by the Parties. The Settlement Administration Costs  
24 shall be paid from the Gross Settlement, including, if necessary, any such costs in excess of the  
25 amount represented by the Settlement Administrator as being the maximum costs necessary to  
26 administer the Settlement. The Settlement Administration Costs are currently estimated to be  
27 approximately \$10,000. To the extent actual Settlement Administrations Costs are greater than  
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the estimate and mutually determined by the Parties, such excess amount shall be paid from the Gross Settlement unless otherwise ordered by the Court and based upon extremely unusual and extraordinary circumstances.

**II. SETTLEMENT AMOUNTS**

The following settlement chart is intended solely for the convenience of the Court:

**Common Fund Allocation**

Gross Settlement	\$125,000
Settlement Administration Costs	\$ 10,000 (estimated)
Enhancement to Named Plaintiff (as awarded by the Court)	\$7,500
Attorneys' Fees and Costs (as awarded by the Court)	\$43,750 (Attorney's Fees) \$5,000 (Costs)
LWDA Portion of PAGA Payment	\$7,500
Net Settlement (Payments to the Class & Employee Payroll Taxes) (Estimated)	\$51,250

Upon the occurrence of the Effective Date, and after all conditions precedent have occurred as set forth in this Agreement, the Settlement Administrator will cause to be made all disbursements required by the Settlement in accordance with its terms.

**A. The Gross Settlement**

The Gross Settlement is \$125,000, which amount will be all-inclusive, including Individual Settlement Payments to all Participating Class Members, any Enhancement award to the Class Representative as awarded by the Court, attorneys' fees and costs to Class Counsel as awarded by the Court, payment to the Settlement Administrator for mailing of Notice Packet and administration of the settlement, and the employee portion of payroll tax burdens on such sums that are paid out as wages under the Settlement.

1           **B.     Net Settlement**

2           1.     The Net Common Fund is estimated to be \$51,250. The employer's portion  
3 of FICA, FUTA, and any other employer-paid standard tax withholdings for the portion of each  
4 payment to a Participating Class Member classified as wages will be paid to the Settlement  
5 Administrator outside the Net Settlement and reimbursed to the Settlement Administrator by  
6 Defendant.

7           2.     Individual Settlement Payments will be paid from the Net Settlement to  
8 Participating Class Members based on the number of weeks worked during the Class Period by  
9 the Participating Class Member as a percentage of the total weeks worked during the Class Period  
10 by all Class Members.

11          3.     The Individual Settlement Payment for each Participating Class Member  
12 reflects negotiated amounts for payments for alleged unpaid wages or overtime, non-compliant  
13 meals and/or rest periods, wage statement violations, waiting time penalties, PAGA penalties,  
14 other statutory penalties and liquidated damages, and all other claims as described more fully  
15 above as Released Claims.

16          4.     For purposes of calculating Individual Settlement Payments, each  
17 Participating Class Member will be credited with the total workweeks worked by the individual  
18 Class Member during the Class Period, as determined by the start and end dates of employment  
19 with Defendant, with no deduction for leaves of absence or vacation periods.

20          5.     Each Individual Settlement Payment will be subject to withholdings and  
21 deductions for the Participating Class Member's portion of required tax withholdings. The  
22 Settlement Administrator will issue to each Participating Class Member a Form W-2 and a Form  
23 1099 for each Individual Settlement Payment, reflecting all deductions and withholdings as  
24 required by law. Such payments will not count as earnings or compensation with respect to any  
25 benefit plan (e.g. 401(k) plan, retirement plan, etc.) available to Defendant's employees. Each  
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1 Individual Settlement Payment will be allocated one-third (1/3) to wages (Form W-2), and two-  
2 thirds (2/3) to interest and penalties (Form 1099).

3 6. The Individual Settlement Payment checks will be void after one hundred  
4 eighty (180) days from the date of issuance. The Settlement is a cash, non-reversionary settlement.  
5 Any uncashed Individual Settlement Payment checks will escheat to the State of California  
6 Department of Industrial Relations Unclaimed Wage Fund for the benefit of the employee.

7 **C. Class Representative Enhancements**

8 1. In conjunction with the Motion for Final Approval of the Settlement, Class  
9 Counsel will request a Class Representative Enhancement award for Plaintiff Carlos Galvez in the  
10 amount of Seven Thousand Five Hundred Dollars (\$7,500). The Enhancement is to compensate  
11 the Class Representative for his service and risk in connection with being a Class Representative.

12 2. Any Enhancement awarded by the Court will not be treated as wages. The  
13 Class Representative will receive an individual Form 1099 relating to such payment. The Class  
14 Representative will be solely liable for and pay any and all taxes, costs, interest, assessments,  
15 penalties, or damages by reason of payment of his individual Enhancement award. The  
16 Enhancement will not count as earnings or compensation for purposes of any benefit plans (e.g.  
17 401(k) plan, retirement plan, etc.) available to Defendant's employees.

18 3. Defendant and its counsel will not object to a request for approval of such  
19 Enhancement, provided the requested Enhancement does not exceed Seven Thousand Five  
20 Hundred Dollars (\$7,500). Any portion of the Enhancement not approved by the Court will revert  
21 to the Net Settlement and be distributed to Participating Class Members.

22 4. The Enhancement is in addition to the Individual Settlement Payment  
23 allocated to the Class Representative under the Settlement. The Class Representative agrees that  
24 he will not opt out of, or object to, the Settlement.

25 5. By operation of the Order Granting Final Approval, the Class  
26 Representative will be deemed to have generally released all claims against the Released Parties,  
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1 including any and all obligations, debts, claims, liabilities, demands, and causes of action of every  
2 kind, nature and descriptions whatsoever, whether known or unknown, suspected or claimed,  
3 which he ever had, now has or may hereafter acquire, by reason of any matter, cause, event or  
4 thing whatsoever occurring or arising at any time before the Order Granting Final Approval is  
5 entered. In addition, the Class Representative will have expressly waived and relinquished, to the  
6 fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California  
7 Civil Code. Civil Code section 1542 provides as follows:

8 *A general release does not extend to claims which the creditor*  
9 *does not know or suspect to exist in his or her favor at the time of*  
10 *executing the release, which if known by him or her must have*  
11 *materially affected his or her settlement with the debtor.*

12 **D. Class Counsel's Attorneys' Fees and Costs**

13 1. In conjunction with the Motion for Final Approval, Class Counsel will  
14 request an award of attorneys' fees and costs to be paid from the Common Fund in an amount not  
15 to exceed Forty-Three Thousand Seven Hundred Fifty Dollars (\$43,750) for attorneys' fees and  
16 not to exceed Five Thousand Dollars (\$5,000) in costs. Such application will be set for hearing  
17 concurrently with the Motion for Final Approval.

18 2. Defendant and its counsel will not object to Class Counsel's application for  
19 an award of attorneys' fees and costs, provided the requested amounts do not exceed the amounts  
20 stated above. Any attorneys' fees/costs that are not approved by the Court will revert to the Net  
21 Settlement and be distributed to Participating Class Members.

22 3. As a condition of the Settlement, Class Counsel agree to pursue their  
23 attorneys' fees and costs only in the amount and manner reflected herein.

24 **E. LWDA PAGA Allocation**

25 The Parties agree that \$10,000 of the Gross Settlement Amount shall be allocated  
26 to the PAGA claims in the action. 75% of that allocation (or \$7,500) shall be paid to the California  
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1 LWDA, with the remaining 25% (\$2,500) being paid to the Participating Class Members as part  
2 of the Net Settlement Amount.

3 **III. RELEASES BY PARTICIPATING CLASS MEMBERS**

4 In exchange for the consideration under the Settlement, and upon the Order Granting Final  
5 Approval, all Participating Class Members, on behalf of themselves and their current, former, and  
6 future heirs, executors, administrators, attorneys, agents, and assigns, will and hereby do forever  
7 release, waive, acquit, and discharge the Released Parties of the Released Claims.

8 **IV. CONDITIONAL CLASS CERTIFICATION**

9 The Parties stipulate and agree to the certification of the Class Action solely for the  
10 purposes of the Settlement. Should, for whatever reason, the Settlement not become final, the fact  
11 that the Parties stipulate and agree to the certification as part of the Settlement will have no bearing  
12 on, and will not be admissible in connection with, the issue of class certification and the fact that  
13 the Court has previously denied class certification. Should the Settlement not be approved by the  
14 Court, or not become final for any reason, the parties agree that the Court's prior denial of class  
15 certification shall remain binding on the parties.

16 **V. SETTLEMENT APPROVAL AND PAYMENT PROCEDURES**

17 **A. Request for Preliminary and Final Approval**

18 The Parties will cooperate fully in requesting preliminary and final approval of the  
19 Settlement by the Court, including a determination by the Court that the Settlement is fair,  
20 reasonable and adequate. The Parties will also cooperate fully in promptly requesting that, as  
21 provided for by the Settlement, the Court approve the proposed forms of notices, orders, and other  
22 documents necessary to implement the Settlement. Should the Court require or suggest edits to  
23 any documents in the Notice Packet, the proposed Order Granting Preliminary Approval, or the  
24 Proposed Order granting Final Approval, the Parties will work cooperatively to edit the  
25 document(s) accordingly and obtain the Court's approval.  
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1           **B.     Class List to Be Provided by Defendant to the Settlement Administrator**

2           1.     Within ten (10) business days of the latter of preliminary approval of this  
3 Settlement or court approval of Settlement Class Notice to the class, Defendant will provide the  
4 Settlement Administrator with the names and last known contact information for the Settlement  
5 Class members, as well as the total number of weeks that each Settlement Class Member worked  
6 for Defendant during the Class Period.

7           2.     The Class List, and any other data provided by Defendant to the Settlement  
8 Administrator, shall be treated as confidential and shall not be used by the Settlement  
9 Administrator for any purpose other than as permitted by the Settlement. Further, the Settlement  
10 Administrator shall use commercially reasonable efforts to secure the data provided by Defendant  
11 at all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as  
12 permitted by the Settlement. At no time during the Settlement process will any Class Member's  
13 full social security number be filed by the Parties or the Settlement Administrator with the Court,  
14 except under seal as may be ordered by the Court. The Settlement Administrator shall ensure that  
15 the Class Notice and any other communications to Class Members shall not include the Class  
16 Members' social security number, except for the last four digits, if necessary.

17           3.     Any dispute or issues regarding whether an individual should be deleted  
18 from or added to the Class List shall be resolved by mutual agreement of Class Counsel and  
19 Defendant's counsel. In the event counsel are unable to reach an agreement, either Party may  
20 request that the Court make a final decision. Any such changes to the Class List shall be reflected  
21 in the total weeks worked for the entire Class.

22           4.     The Settlement is entered into based upon a total current estimate of 169  
23 Settlement Class Members as of March 21, 2018 (the "Preliminary Estimate.")

24           **C.     Notice of Class Action**

25           1.     Within ten (10) business days of receiving the Class List, the Settlement  
26 Administrator will send Class Members, by first-class mail, at their last known address, the  
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1 following documents: (a) the Notice of Class Action and Estimated Individual Settlement Payment  
2 [Exhibit A]; (b) the Request for Exclusion Form [Exhibit B]; and (c) the Objection Form [Exhibit  
3 C]. The envelope that the Notice Packet is mailed will clearly state in English and Spanish that it  
4 concerns a class action and that the recipient could be entitled to a settlement payment. The  
5 documents in the Notice Packet shall be sent in English and Spanish. The Settlement  
6 Administrator will be responsible for translating the documents in the Notice Packet from English  
7 to Spanish.

8           2.       Within ten (10) days of receiving notice of a returned or undeliverable  
9 Notice Packet, the Settlement Administrator will make reasonable efforts to locate Class Members  
10 through skip-tracing services offered by publicly-available databases, and will re-send the Notice  
11 Packets to the best available address after performing the skip-tracing. It will be conclusively  
12 presumed that a Class Member's Notice Packet was received if the Notice Packet has not been  
13 returned within sixty (60) days of the original mailing (or re-mailing) of the Notice Packet to the  
14 Class Member.

15           3.       In the event the procedures set forth herein are followed and the intended  
16 recipient of a Notice Packet still does not receive the Notice Packet, the intended recipient will be  
17 a Participating Class Member and will be bound by all terms of the Settlement and the Order  
18 Granting Final Approval entered by the Court. The Individual Settlement Payment will be mailed  
19 to that Class Member's last known address. If returned, the Settlement Administrator will use  
20 reasonable efforts to locate a better address and re-mail, if possible.

21           4.       Each Settlement Class member will have sixty (60) days from the date the  
22 Notice Packet is mailed to postmark a dispute to the Settlement or a Request for Exclusion from  
23 the Settlement. The procedures regarding disputes or opting out of the Settlement are set forth  
24 below.  
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1           **D.     Dispute Procedures – Regarding Weeks of Employment or Termination**  
2                   **Status**

3           1.     Each Class Member will receive an Estimated Individual Settlement  
4 Payment [Exhibit A], which will include a statement of the number of weeks worked by the Class  
5 Member to whom the Notice is sent, based on Defendant's available records.

6           2.     Class Members will be entitled to dispute their number of weeks worked as  
7 reported on their Notice of Estimated Individual Settlement Payment. If a Class Member does not  
8 challenge the information set forth in the Class Notice, the Class Member need not do anything  
9 further and payment shall be made to that Class Member based on the statement of the workweeks  
10 and the plan for allocation of the Gross Settlement Amount set forth herein.

11           3.     Any Class Member challenging the calculation of the number of workweeks  
12 as set forth in the Class Notice shall submit a challenge to the workweeks in writing, which shall  
13 (a) specify their dates of employment and number of weeks worked; (b) print their name, address,  
14 and last four digits of their social security number; (c) be dated and signed by the Class Member;  
15 and (d) include any supporting documents. The challenge must be mailed to the Settlement  
16 Administrator at the address provided on the Class Notice by the Response Deadline. No challenge  
17 shall be timely if postmarked after the Response Deadline.

18           4.     Within five (5) calendar days from the date the Settlement Administrator  
19 receives a challenge to the workweeks, the Settlement Administrator shall send to Class Counsel  
20 and Defendant's counsel a copy of challenge and any documentation submitted in connection with  
21 that dispute. Within five (5) calendar days from the date counsel receive that documentation, Class  
22 Counsel and Defendant's counsel shall meet and confer and make one or more recommendations  
23 to the Settlement Administrator, which shall thereafter make a final and binding determination  
24 without hearing or right to appeal, and communicate that determination to the Class Member, Class  
25 Counsel and Defendant's Counsel. Class Members shall be advised that the Settlement  
26 Administrator's determination as to the number of workweeks shall be final and binding.  
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1           5.     Class Members will have sixty (60) days after the date the Notice Packet  
2 was mailed by the Settlement Administrator to mail to the Settlement Administrator a dispute  
3 concerning the number of weeks worked and/or the Class Member's termination status, including  
4 any supporting evidence the Class Member may have. The date of the postmark of the return  
5 mailing envelope shall be the exclusive means used to determine whether a dispute has been timely  
6 submitted to the Settlement Administrator.

7           6.     Upon resolution of all disputes regarding weeks worked by the Class, the  
8 Settlement Administrator will prepare and circulate to all counsel an updated Class List. Any  
9 changed to a Class Member's weeks worked will be reflected in the total weeks worked for the  
10 entire Class on the updated Class List.

11           **E.     Opt-Out Procedures – Request for Exclusion**

12           1.     The Class Notice will notify all Class Members of their right to exclude  
13 themselves from the Class Settlement. Any Class Member (other than the Plaintiff) who wishes  
14 to opt out of the Settlement must submit a completed Request for Exclusion Form to the Settlement  
15 Administrator on or before the Exclusion Deadline. To be valid, the Request for Exclusion Form  
16 must: (a) reference the name, address, and telephone number of the person requesting exclusion;  
17 (b) be dated and signed by the person requesting exclusion; (c) include the last four digits of the  
18 person's social security number; and (d) be postmarked no later than the Response Deadline. The  
19 date of the postmark on the return mailing envelope shall be the exclusive means used to determine  
20 whether a Request for Exclusion Form has been timely submitted.

21           2.     Any Class Member who mails a valid and timely Request for Exclusion  
22 Form will, upon receipt thereof by the Settlement Administrator, no longer be a Participating Class  
23 Member, and will receive no benefit from the Settlement, nor shall he or she be bound by the terms  
24 of the Settlement. Any Class Member who timely and properly requests to be excluded from the  
25 Class shall have no right to object to the Settlement or appeal from the entry of the Final Order  
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1 and Judgment, and none of his or her claims, causes of action or rights will be released by virtue  
2 of the Settlement.

3 3. Failure to timely submit a completed Request for Exclusion Form will result  
4 in a Class Member being conclusively deemed a Participating Class Member fully bound by the  
5 terms of the Settlement.

6 4. If a Class Member submits a timely dispute concerning his or her weeks  
7 worked as reflected in his or her Notice of Estimated Individual Settlement Payment, and submits  
8 a timely Request for Exclusion Form, the Request for Exclusion Form will be invalid (unless  
9 postmarked later than the date the Class Member submits his or her dispute as to the number of  
10 workweeks on the Class Notice) and such Class Member will be considered a Participating Class  
11 Member.

12  
13 **F. Objection Procedures – Objections to the Settlement**

14 The Class Notice will explain to Class Members who wish to object to the Settlement may  
15 mail the Settlement Administrator an Objection Form. If a Class Member chooses to remain a  
16 Class Member, but desires to object to the Settlement and wants the Court to consider his or her  
17 objection at the Final Approval Hearing, the Class Member may (a) complete and mail the  
18 Objection Form, and/or (b) appear (in person or through an attorney) and object at the Final  
19 Approval Hearing. If the Class Member chooses to object to the Settlement by submitting the  
20 Objection Form, the Class Member should: (1) follow all of the instructions specified on the  
21 Objection Form; and (2) mail the completed Objection Form to the Settlement Administrator so  
22 that it is postmarked no later than forty-five (45) days after the Class Notice was mailed (or re-  
23 mailed) to the Class Member. The address of the Settlement Administrator shall be specified on  
24 the Objection Form. If the Class Member submits an Objection Form, the Class Member is not  
25 required to (but may) appear in Court at the Final Approval Hearing. Any Class Member objecting  
26 to the Settlement who declines to complete the Objection Form may appear and be heard at the  
27 Final Approval Hearing. If a Class Member objects to the Settlement, but the Court approves the  
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1 Settlement, such Class Members will still be entitled to receive an Individual Settlement Payment.  
2 Class Members who fail to timely make objections in the manner specified herein shall be deemed  
3 to have waived any objections and shall be foreclosed from making any objections (whether by  
4 appeal or otherwise) to the Settlement.

5 **G. Verification of Dissemination of Notice of Class Action**

6 The Settlement Administrator will verify, in writing, that the Notice Packets have been  
7 disseminated in accordance with the Court's Order Granting Preliminary Approval, and will  
8 provide such verification to Class Counsel and Defendant's counsel no later than thirty (30) days  
9 prior to the date of the Final Approval Hearing.

10 **H. Reporting**

11 The Settlement Administrator will provide written notice to Class Counsel and Defendant's  
12 counsel of all disputes regarding weeks worked, Requests for Exclusions, and Objections to the  
13 Settlement that the Settlement Administrator receives, within five (5) days of receiving such items

14 **I. Not Encouraging Class Members to Opt Out or Object**

15 No Party will directly or indirectly, through any person or entity, encourage any Class  
16 Member not to participate in, or object to, the Settlement.

17 **J. Final Approval Hearing**

18 On the date set forth in the Class Notice (or as continued by the Court in its discretion), a  
19 Final Approval Hearing will be held before the Court in order to: (1) review the Settlement and  
20 determine whether the Court should give it final approval; and (2) consider any timely objections  
21 to the Settlement and all responses by the Parties to such objections. At the Final Approval  
22 Hearing, the Parties will ask the Court to approve the Settlement and to enter judgment  
23 accordingly.

24 **K. Listing of Individual Settlement Amounts**

25 Within twenty (20) business days after the Effective Settlement Date, the Settlement  
26 Administrator will provide to Class Counsel and Defendant's counsel a Proceeds List showing the  
27 Individual Settlement Payment for each Participating Class Member who will receive settlement  
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1 proceeds ("Proceeds List"). The Proceeds List will include a calculation of all employer payroll  
2 taxes and obligations.

3 **L. Dates and Methods of Payment of the Net Settlement Amount**

4 1. Defendant will deposit with the Settlement Administrator the Gross  
5 Settlement Amount, as set forth in the Proceeds List, to be provided by the Settlement  
6 Administrator to Defendant within ten (10) business days of the Effective Settlement Date. This  
7 date shall be referred to as the "Funding Date." Ten (10) business days after the Funding Date  
8 will be known as the "Payment Date."

9 2. On the Payment Date, the Settlement Administrator will prepare and mail a  
10 settlement check to each Participating Class Member (defined as all Class Members who did not  
11 validly opt out of the Settlement) in the amount of his or her Individual Settlement Payment. The  
12 checks will indicate on their face that they are void if not cashed within one hundred and eighty  
13 (180) days of their issuance. The checks will further indicate that by cashing the check, the Class  
14 Member is agreeing to release the Released Claims. In the event a settlement check is returned to  
15 the Settlement Administrator with a forwarding address, the settlement check will be forwarded  
16 by the Settlement Administrator to the forwarding address. In the event a settlement check is  
17 returned to the Settlement Administrator without a forwarding address or is otherwise  
18 undeliverable, the Settlement Administrator will use reasonable efforts to locate an updated  
19 address and re-mail the returned check, if possible. If the Settlement Administrator is unable to  
20 locate an updated address, neither the Settlement Administrator, Defendant, nor Class Counsel  
21 shall be required to take further action to achieve delivery of the check to the Class Member. If  
22 within the 180-day period the Participating Class Member contacts the Settlement Administrator,  
23 or if Class Counsel does so on behalf of the Participating Class Member, the settlement check will  
24 be re-issued and mailed to the address provided by the Participating Class Member (or Class  
25 Counsel on his/her behalf). Any such reissued settlement checks will indicate on their face that  
26 they are void if not cashed within one hundred and eighty (180) days of their issuance.  
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1           3.     The proceeds of any Individual Settlement Payments that are not cashed  
2 within 180 days shall be distributed pursuant to CCP Section 384, as set forth in paragraph II(B)(6)  
3 above.

4           **M.     Dates and Methods of Other Payments**

5           1.     On the Funding Date, Defendant will pay to the Settlement Administrator  
6 the Class Representative Enhancement Awards authorized by the Court, which amount is included  
7 in the Gross Settlement Amount. On the Payment Date, the Settlement Administrator will pay  
8 from the Gross Settlement Amount the Class Representative Enhancement Award as authorized  
9 by the Court to the Class Representative. The payment will be made by sending to Class Counsel  
10 a check payable to Carlos Galvez, in the amount of the Court-approved Enhancement Award.

11           2.     On the Funding Date, Defendant will pay to the Settlement Administrator  
12 the attorneys' fees and costs awarded by the Court, which amounts are included in the Gross  
13 Settlement Amount. On the Payment Date, the Settlement Administrator will pay from the Gross  
14 Settlement Amount to Class Counsel its Court-approved attorneys' fees and costs. Such payment  
15 is conditioned upon Class Counsel providing the Settlement Administrator with a completed Form  
16 W-9.  
17

18           3.     On the Funding Date, Defendant will pay to the Settlement Administrator  
19 the \$10,000 allocated to the LWDA PAGA claims. On the Payment Date, the Settlement  
20 Administrator will pay \$7,500 from this amount to the LWDA, and the remaining \$2,500 will be  
21 distributed to Participating Class Members as part of the Net Settlement Amount.

22           **N.     Deadlines**

23           If any deadline specified in the Settlement falls on a Saturday, Sunday, or State Court  
24 holiday, the deadline will be automatically extended to the next regular business day. Unless  
25 otherwise specified herein, all references to "days" shall mean calendar days.  
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27  
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1 **VI. ENFORCEMENT AND CONTINUING JURISDICTION OF THE COURT**

2 Pursuant to California Rules of Court, Rules 3.769 and 3.771, the Settlement will be  
3 approved by the Court and will be enforceable by the Court pursuant to California Code of Civil  
4 Procedure section 664.6. Even after the Order Granting Final Approval is entered, and  
5 notwithstanding it, the Court will have and retain continuing jurisdiction over the Class Action and  
6 over the Parties and Class Members, to the fullest extent necessary or convenient to enforce and  
7 effectuate the terms and intent of the Settlement and all matters provided for in it, and to interpret  
8 it.

9 **VII. MUTUAL, FULL COOPERATION**

10 The Parties will fully cooperate with each other to accomplish the terms of the Settlement,  
11 including, but not limited to, execution of such documents and taking such other action as may be  
12 reasonably necessary or convenient to implement it.

13 **VIII. NO ADMISSIONS**

14 The Parties have entered into this Settlement to resolve the disputes that have arisen  
15 between them and to avoid the burden, expense and risk of continued litigation. In entering into  
16 this Settlement, Defendant does not admit, and specifically deny that they have violated any  
17 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any  
18 statute or any other applicable laws, regulations or legal requirements; breached any contract or  
19 collective bargaining agreement; violated or breached any duty; engaged in any misrepresentation  
20 or deception; or engaged in any other unlawful or wrongful conduct with respect to its employees  
21 or operations, and does not admit that class certification is appropriate in the Action. Neither this  
22 Settlement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall  
23 be construed as an admission or concession by Defendant or any Released Party of any such  
24 violation(s) or failure(s) to comply with any applicable law and/or that class certification was or is  
25 appropriate in this Action. Except as necessary in a proceeding to enforce the terms of this  
26 Settlement, this Settlement and its terms and provisions shall not be offered or received as evidence  
27 in any action or proceeding to establish any liability or admission on the part of Defendant or any  
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Released Party, or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law, or to support any contention that class certification is appropriate in this Action or any other action or proceeding against any Released Party. The Parties intend this Settlement to be contingent upon the preliminary and final approval of this Settlement; and the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend this Action as if this Settlement never existed in the event that the Settlement is not fully and finally approved as set forth herein. Nothing in the Settlement will constitute or be considered an admission by or on behalf of Defendant, or any of the Released Parties, of any wrongdoing or liability or of the accuracy of any allegation made in connection with the Action, or as to the appropriateness of class certification.

**IX. WITHDRAWAL, NULLIFICATION, INVALIDATION**

**A. Effective Date of Defendant's Obligation Under the Settlement**

Defendant's obligations under the Settlement will become final and effective only upon occurrence of all of the following events:

1. Execution and filing by the Court of an Order Granting Preliminary Approval;
2. Conditional Certification of the Class for settlement purposes only;
3. The Court conducting a Final Approval Hearing;
4. Execution and filing by the Court of an Order Granting Final Approval; and
5. Occurrence of the Effective Settlement Date.

In the event that any of the conditions specified in the Settlement are not satisfied, or in the event that the Settlement does not obtain final approval of the Court for any reason, all matters covered by the Settlement will be null and void. In such event, neither the Settlement nor any negotiations leading to the Settlement will be used or construed by or against any Party or Released Party as a determination, admission, or concession of any issue of law or fact in the Action, and the Parties hereto do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the Action, including all available defenses and affirmative defenses,

1 and challenging any claim that the Action could be certified as a class action, as if the Settlement  
2 never existed.

3 **B. Withdrawal**

4 1. Notwithstanding any other provision of this Agreement, Defendant retains  
5 the right, in the exercise of its sole discretion, to nullify the settlement within thirty (30) days after  
6 expiration of the opt out period, if ten percent (10%) or more of Class Members opt out of this  
7 Settlement. All signatories and their counsel must not encourage opt-outs. Class Counsel and  
8 Defendant specifically agree not to solicit opt-outs, directly or indirectly, through any means.

9 2. Defendant must provide notice of any such intent to withdraw from the  
10 Settlement in writing to Class Counsel prior to the date set for the Final Approval Hearing. In the  
11 event Defendant elects to withdraw, it will not be responsible for paying any settlement amounts,  
12 Service Award, or attorneys' fees or costs. Defendant and Class Counsel will each pay one-half  
13 of any Settlement Administrator Costs incurred as of the date of the withdrawal. In the event  
14 Defendant elects to withdraw pursuant to this Section, such withdrawal shall have the same effect  
15 as would non-approval of the Settlement by the Court.  
16

17 **C. Nullification**

18 If: (1) the Court should for any reason fail to enter the Order Granting Final Approval; or  
19 (2) the Court's Order Granting Final Approval be reversed, then: (a) the Settlement will be  
20 considered null and void; (b) neither the Settlement nor any of the related negotiations or  
21 proceedings will be of any force or effect; and (c) Defendant and Class Counsel will each pay one-  
22 half of any Settlement Administrator Costs.

23 **D. Invalidation**

24 Invalidation of any material term of the Settlement will invalidate the Settlement in its  
25 entirety unless the Parties subsequently agree in writing that the remaining provisions will remain  
26 in full force and effect.  
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1                   **E. Defendant's Duty to Augment Settlement**

2           The Settlement is based, in part, on Defendant's representation regarding the number  
3 Settlement Class members who worked for Defendant during the Class Period. Defendant  
4 estimated that as of July 12, 2018 the total number of Class Members was 225. The Parties  
5 understand and agree that the total number of Class Members will naturally increase between the  
6 date of mediation and the date of final approval of the Settlement, and the Parties will therefore  
7 allow for an increase in the number of Class Members of 15%, or 35 Class Members. However, to  
8 the extent the total number of Class Members exceeds the 225 figure by more than 15%, Defendant  
9 agrees to increase the Gross Settlement Amount by the same percentage that the total number of  
10 Class Members exceeds the 15% allowable increase (e.g. if the total number of Class Members at  
11 the date of final approval is 20% higher than the 225 figure, then Defendant agrees to increase the  
12 Gross Settlement Amount by 5%).

13           **X. GENERAL PROVISIONS**

14                   **A. Entire Agreement**

15           The Settlement constitutes the entire integrated agreement between the Parties relating to  
16 the Class Action, and no oral representations, warranties or inducements have been made to any  
17 Party concerning the Settlement other than the representations, warranties, and covenants  
18 contained and memorialized in the Settlement.

19                   **B. Authorization to Act**

20           Class Counsel warrant and represent that they are authorized by the Class Representative,  
21 and counsel of record for Defendant warrants that they are authorized by Defendant, to take all  
22 appropriate action required or permitted to be taken by such Parties pursuant to the Settlement to  
23 effectuate its terms, and to execute any other documents required to effectuate the terms of the  
24 Settlement.

25                   **C. Modification Only In Writing**

26           The Settlement may be amended or modified only by a written instrument signed by the  
27 Parties or their successors in interest. However, Class Counsel and Defendant's counsel may agree  
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1 to, and are hereby authorized to, amend or modify the contents of the Notice Packet, the Proposed  
2 Order Granting Preliminary Approval, and/or the Proposed Order Granting Final Approval, to  
3 conform to any edits requested or recommended by the Court, without further signatures of the  
4 Parties, to the extent consistent with the terms of this Settlement.

5 **D. Binding on Successors**

6 The Settlement is binding upon, and will inure to the benefit of the Parties, as well as their  
7 respective heirs, attorneys, and past, present, and future predecessors, successors, shareholders,  
8 officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries,  
9 assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or affiliated  
10 entities.

11 **E. No Prior Assignments**

12 Plaintiff and the Participating Class Members will be deemed by operation of the Order  
13 Granting Final Approval to represent, covenant, and warrant that they have not directly or  
14 indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any  
15 person or entity any portion of any liability, claim, demand, cause of action or rights herein  
16 released.

17 **F. Governing Law**

18 All terms of the Settlement will be governed by and interpreted according to the laws of  
19 the State of California.

20 **G. Counterparts**

21 The Settlement may be executed in one or more counterparts. Signatures provided  
22 electronically, by pdf or facsimile shall have the same force and effect as original "wet" signatures.  
23 All executed counterparts and each of them will be deemed to be one and the same instrument.  
24 Counsel for the Parties will exchange among themselves signed counterparts.

25 **H. Headings for Convenience Only**

26 The descriptive headings of any paragraphs or sections of the Settlement are inserted for  
27 convenience of reference only and do not constitute a part of the Settlement.

1                   **I. Construction of the Settlement**

2           The Parties agree that the terms and conditions of the Settlement are the result of arms-  
3 length negotiations between the Parties and that the Settlement will not be construed in favor or  
4 against a Party by reason of the extent to which any Party, or his or its counsel participated in the  
5 drafting of the Settlement. The Settlement constitutes the entire agreement between the Parties.  
6 Except as expressly provided herein, the Settlement has not been executed in reliance upon any  
7 other oral or written representations or terms and no such extrinsic oral or written representations  
8 or terms will modify, vary, or contradict the terms of the Settlement. In entering the Settlement,  
9 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil  
10 Procedure section 1856(a), which provide that a written agreement is to be construed according to  
11 its terms and may not be varied or contradicted by extrinsic evidence. The Plaintiff, Class Counsel  
12 and Defendant and its counsel participated in the negotiation and drafting of the Settlement and  
13 had available to them the advice and assistance of independent counsel. As such, neither the  
14 Plaintiff, nor any Participating Class Member, nor Defendant may claim that any ambiguity in the  
15 Settlement should be construed against the other.

16                   **J. Corporate Signatories**

17           Any person executing the Settlement or any related document on behalf of a corporate  
18 signatory hereby warrants and promises for the benefit of the Parties that such person has been  
19 duly authorized by such corporation to execute the Settlement or any related document.

20                   **K. Representation by Counsel**

21           The Parties acknowledge that they have been represented by counsel throughout all  
22 negotiations which preceded the execution of the Settlement and that the Settlement has been  
23 executed with the consent and advice of counsel.

24                   **L. Attorneys' Fees and Costs**

25           Except as otherwise provided herein, the Parties will bear responsibility for their own  
26 attorneys' fees and costs incurred by them or arising out of the Action and will not seek  
27 reimbursement thereof from any Party to the Settlement. Plaintiffs and Class Counsel covenant  
28

not to pursue claims for attorneys' fees and costs, or any Class Representative Service Award, for dollar amounts above those stated in the Settlement.

**M. Miscellaneous**

The Parties acknowledge and agree that nothing in the Settlement, nor in any written communication or disclosure between or among them or their counsel, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended.)

The Parties may not disclose the Settlement or the terms of the Settlement to any outside third party (except to the Settlement Administrator) in any manner until the date of the filing of the Motion for Preliminary Approval. Thereafter and continuing, Plaintiff and Class Counsel may not disclose the Settlement or the terms of the Settlement on the Internet, or on any website (including the website of Class Counsel), blog or twitter or to any periodical or legal publication, except as necessary to obtain final approval of the Settlement or as ordered by the Court. Notwithstanding the foregoing, in other class action court filings, Class Counsel may refer to the Action by case name and case number only.

**IT IS SO AGREED.**

**CLASS REPRESENTATIVES**

Carlos Ivan Galvez  
Carlos Galvez

Dated: 01-10-19

**DEFENDANT RAY TECH PROFESSIONAL PAINTING**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Its: \_\_\_\_\_

STIPULATION AND AGREEMENT FOR CLASS ACTION SETTLEMENT

1 APPROVED AS TO FORM,

2 COUNSEL FOR RAY TECH PROFESSIONAL PAINTING

3 MILLER & ANGSTADT

4 By: \_\_\_\_\_

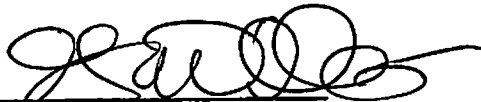
5 Dated: \_\_\_\_\_

6 ERIC P. ANGSTADT

7 COUNSEL FOR PLAINTIFF

8 MAKAREM & ASSOCIATES, APLC

9 By: \_\_\_\_\_

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11 Dated: \_\_\_\_\_

12 1-10-19

13 GENE WILLIAMS

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STIPULATION AND AGREEMENT FOR CLASS ACTION SETTLEMENT