

1 Kane Moon (SBN 249834)
H. Scott Leviant (SBN 200834)
2 Lilit Tunyan (SBN 329351)
MOON & YANG, APC
3 1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
4 *Attorneys for Plaintiff Jose Damian Castillo*

5 Mark Ozzello (SBN 116595)
Brandon Brouillette (SBN 273156)
6 Joseph Hakakian (SBN 323011)
Capstone Law APC
7 1875 Century Park East, Suite 1000
Los Angeles, California 90067
8 *Attorneys for Plaintiff Ezequiel Herrera*

9 Mark D. Kemple (SBN CA 145219)
Ashley Farrell Pickett (SBN CA 271825)
10 Chris Cruz (SBN CA 228802)
GREENBERG TRAUIG, LLP
11 1840 Century Park East, Suite 1900
Los Angeles, California 90067-2121
12 18565 Jamboree Road, Suite 500
Irvine, California 92612
13 *Attorneys for Defendant GIBSON OVERSEAS, INC.*

14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF SAN BERNARDINO**

17 JOSE DAMIAN CASTILLO, individually,
and on behalf of all others similarly situated,
18 Plaintiff,

19 vs.
20 GIBSON OVERSEAS, INC., a California
Corporation; and DOES 1 through 10,
inclusive,
21 Defendants.

Case No.: CIVDS2022537

[Hon. David Cohn, Dept. 26]

CLASS ACTION

**JOINT STIPULATION OF CLASS ACTION
AND PAGA ACTION SETTLEMENT
AGREEMENT**

Action Filed: October 13, 2020

23 EZEQUIEL HERRERA, individually,
and on behalf of other members of the general
24 public similarly situated,
Plaintiff,

25 vs.
26 GIBSON OVERSEAS, INC., a California
corporation; and DOES 1 through 10, inclusive,
27 Defendants.

Case No.: CIVSB2024673

[Hon. David Cohn, Dept. 26]

CLASS ACTION

Action Filed: November 2, 2020

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

2 **AGREEMENT**

3 This Joint Stipulation of Class Action and PAGA Action Settlement Agreement (“Joint Stipulation
4 of Settlement” or “Settlement” or “Agreement”) is made and entered into by and between Plaintiffs JOSE
5 DAMIAN CASTILLO and EZEQUIEL HERRERA, individually, and on behalf of all others similarly
6 situated (together referred to as “Plaintiffs”), and Defendant GIBSON OVERSEAS, INC. (“GIBSON
7 OVERSEAS” or “Defendant”). Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

8 THE PARTIES STIPULATE AND AGREE as follows:

9 **DEFINITIONS**

10 1. “Action” means the related and consolidated lawsuits entitled *Castillo v. Gibson Overseas,*
11 *Inc.*, San Bernardino County Case No. CIVDS2022537 (“*Castillo* matter”), and *Herrera v. Gibson*
12 *Overseas, Inc.*, San Bernardino County Case No. CIVSB2024673 (“*Herrera* matter”).

13 2. “Complaint” refers to the operative SECOND AMENDED CONSOLIDATED CLASS
14 ACTION AND REPRESENTATIVE ACTION COMPLAINT filed on or about April 12, 2021.

15 3. “Class Period” means the period from October 13, 2016 through the date of preliminary
16 approval of the Settlement by the Court.

17 4. “Class” or “Class Members” means all persons who worked for any Defendant in California
18 as an hourly paid, non-exempt employee during the Class Period. “Settlement Class Members” are those
19 Class Members who do not submit timely and complete Requests for Exclusion to the Settlement
20 Administrator.

21 5. “Class Counsel” means CAPSTONE LAW APC and MOON & YANG, APC.

22 6. “Covered Workweeks” means any calendar week (i.e., a week beginning with Sunday and
23 ending with Saturday) in which a Class Member or PAGA Member registered work time as an hourly paid,
24 non-exempt employee according to Defendant’s time keeping system.

25 7. “Defendant’s Counsel” means GREENBERG TRAUERIG, LLP.

26 8. “PAGA Allocation” means the amount that the Parties have agreed to allocate towards civil
27 penalties that arise under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*,
28 “PAGA”) (i.e., \$75,000). “PAGA Penalty Payment” means the portion of the PAGA Allocation to be paid

1 to the Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA. Seventy Five Percent
2 (75%), or \$56,250, of the PAGA Allocation will be paid to the LWDA. “PAGA Settlement Payment”
3 means Twenty Five Percent (25%) of the PAGA Allocation, or \$18,750, which will be paid on a *pro rata*
4 basis to PAGA Employees.

5 9. “PAGA Employee” means all Class Members that worked during the PAGA Period. For
6 the purpose of settlement, it is stipulated by the Parties that, all PAGA Employees are “aggrieved
7 employees” as defined pursuant to PAGA.

8 10. “PAGA Period” means the period between October 13, 2019 and the date of preliminary
9 approval of the Settlement by the Court, whichever is sooner.

10 11. “PAGA Pay Periods” means the number of pay periods each PAGA Employee worked
11 during the PAGA Period.

12 12. “PAGA Representatives” means Jose Damian Castillo and Ezequiel Herrera.

13 13. “Released PAGA Claims” means claims arising under PAGA, to the extent relating to,
14 arising from, alleged or reasonably could have been alleged either in (a) Plaintiff Castillo’s and Herrera’s
15 administrative exhaustion letters submitted to the LWDA; or (b) the Complaint in this Action.

16 14. “Response Deadline” means the date sixty (60) calendar days after the Settlement
17 Administrator initially mails the Notice to Class Members and the last date on which Class Members may
18 timely submit a Request for Exclusion, written Objection, or Workweeks Dispute. In the case of a re-mailed
19 Class Notice, the Response Deadline will be the later of sixty (60) calendar days after initial mailing or
20 fourteen (14) calendar days from re-mailing. The Response Deadline may be extended only as expressly
21 described herein.

22 15. “Settlement Payments” means both the payments to Settlement Class Members (the
23 “Settlement Class Payments”) and the payments to PAGA Employees (the “PAGA Payments”).

24 **STIPULATED BACKGROUND**

25 16. On October 13, 2020, Plaintiff Castillo filed the Class Action Complaint against Defendant
26 Gibson Overseas, Inc. commencing the *Castillo* matter.

27 17. On November 02, 2020, Plaintiff Herrera filed a putative Class Action Complaint against
28 Defendant Gibson Overseas, Inc. commencing the *Herrera* matter.

1 18. On March 29, 2021, the *Castillo* matter and the *Herrera* matter were consolidated. On April
2 12, 2021, Plaintiffs filed a SECOND AMENDED CONSOLIDATED CLASS ACTION AND
3 REPRESENTATIVE ACTION COMPLAINT.

4 19. On August 27, 2021, the Parties mediated with Steven Rottman, Esq., a mediator with
5 substantial experience mediating wage and hour class action matters. The Action did not settle at that
6 mediation.

7 20. Following the August 27, 2021 mediation, the Parties continued their settlement negotiations
8 with Mr. Rottman's assistance. On September 7, 2021, the Parties agreed to the major terms of a settlement
9 that would fully resolve this Action, including a detailed mediator's proposal. The Parties thereafter entered
10 into this Agreement and reached the Settlement described herein.

11 21. The Parties agree to stipulate to class action certification for purposes of the Settlement only.
12 If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties
13 further agree that certification for purposes of the Settlement is not an admission that class action certification
14 is proper under the standards applied to contested certification motions and that this Settlement Agreement
15 will not be admissible in this or any other proceeding as evidence that either (i) a class action should be
16 certified or (ii) Defendant is liable to Plaintiffs or any Class Members, other than according to the
17 Settlement's terms

18 22. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the
19 claims alleged in the Complaint, and Defendant further denies that, for any purpose other than settling this
20 lawsuit, the action is appropriate for class or representative treatment. With respect to Plaintiffs' claims,
21 Defendant contends, among other things, that Plaintiffs and the Class Members have been paid proper
22 wages, have been provided meal periods, have been provided rest periods, have been paid timely wages
23 upon separation of employment, have been provided appropriate expense reimbursements, and have been
24 provided with accurate itemized wage statements. Defendant contends, among other things, that they have
25 complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial
26 Welfare Commission. Furthermore, with respect to all claims, Defendant contends that they have complied
27 at all times with the California Business and Professions Code.

28 23. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge

1 all disputes and claims arising from or related to the Complaint.

2 24. Class Counsel have conducted a thorough investigation into the facts of this Action,
3 including an extensive review of relevant documents, and have diligently pursued an investigation of the
4 claims of the Class against Defendant. Based on their own independent investigation and evaluation, Class
5 Counsel are of the opinion that the Settlement with Defendant for the consideration and on the terms set
6 forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the
7 Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Class
8 will not be certified by the Court, defenses asserted by Defendant, and numerous potential appellate issues.
9 Defendant and Defendant's Counsel also agree that the Settlement is fair and in the best interest of the Class.

10 25. The Parties agree to cooperate and take all steps necessary and appropriate to obtain
11 preliminary and final approval of this Settlement.

12 26. The Parties agree to stay all proceedings in the Action, except such proceedings necessary
13 to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.

14 **PRIMARY TERMS OF SETTLEMENT**

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

17 (a) It is agreed by and among the Class and Defendant that the Released Claims (defined
18 below) be settled and compromised as between the Class and Defendant, subject to
19 the terms and conditions set forth in this Settlement and the approval of the Court.

20 (b) Effective Date: The terms of settlement embodied in this Settlement shall become
21 effective the latter of the following: (a) if no timely objections are filed or if all
22 objections are withdrawn, 61 calendar days after the date upon which the Court
23 enters an order and judgment granting final approval of the Settlement; (b) if an
24 objection is filed and not withdrawn, 61 calendar days after the date upon which the
25 Court enters an order and judgment granting final approval of the Settlement; (c) if
26 any timely appeals are filed, the date of the resolution (or withdrawal) of any such
27 appeal in a way that does not alter the terms of the Settlement.

28 (c) Gross Settlement Amount: Defendant's maximum total payment under the

1 Settlement, including all Attorney's Fees and Costs to Class Counsel, the Service
2 Payments to the Plaintiffs, the Settlement Administration Costs, and the PAGA
3 Allocation is \$750,000 ("Gross Settlement Amount"), subject to the Escalator
4 Clause and except that, to the extent that any portions of the Class Members'
5 Settlement Payments constitute wages, Defendant will be separately responsible for
6 any employer payroll taxes required by law, including the employer FICA, FUTA,
7 and SDI contributions.

8 (d) Escalator Clause: The Gross Settlement Amount is based on Defendant's
9 representation that there are 771 Class Members and 77,153 Covered Workweeks
10 between October 13, 2016 and April 2, 2021, extrapolated by 9% to a total of 84,097
11 Covered Workweeks between October 13, 2016 to the Parties' mediation on August
12 27, 2021. If the Covered Workweeks worked by the Class Members from October
13 13, 2016 to August 27, 2021 is more than 10% higher than 84,097 Covered
14 Workweeks (i.e., by more than 92,507 total Workweeks), Defendant shall increase
15 the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in
16 the number of Covered Workweeks worked by the Class Members above 10% (the
17 "Escalator Clause"). For example, if the total number of Workweeks is 93,348, the
18 Gross Settlement Amount will increase by 1%. The Gross Settlement Amount plus
19 any applicable employer-side payroll taxes shall be the maximum amount Defendant
20 is required to pay under the Settlement. In no circumstance will the Gross Settlement
21 Amount be reduced.

22 (e) Non-reversionary Settlement: No portion of the Gross Settlement Amount will
23 revert to Defendant.

24 (f) No Claims Required: Class Members will not be required to submit a claim to
25 receive their Settlement Payment.

26 (g) Net Settlement Amount: The Net Settlement Amount shall be calculated by
27 deducting from the Gross Settlement Amount (\$750,000) the following sums,
28 subject to approval by the Court: (1) attorney's fees (not to exceed 33 1/3% of the

1 Gross Settlement Amount, or \$250,000) and reasonable litigation costs (not to
2 exceed \$25,000) to Class Counsel (collectively the “Attorneys’ Fees and Costs”);
3 (2) service payments (not to exceed \$10,000 each, for a total payment of \$20,000)
4 to the Plaintiffs (“Service Payments”); (3) PAGA Allocation (i.e., \$75,000) to the
5 LWDA and PAGA Employees; and (4) costs of settlement administration (estimated
6 not to exceed \$13,000) to the Settlement Administrator (“Settlement Administration
7 Costs”). Settlement Payments to the Class Members will be calculated by the
8 Settlement Administrator and paid out of the Net Settlement Amount as set forth
9 below.

10 (h) Payroll Taxes and Required Withholdings: To the extent that any portions of the
11 Settlement Class Members’ Settlement Payments constitute wages, Defendant will
12 be separately responsible for any employer payroll taxes required by law, including
13 the employer FICA, FUTA, and SDI contributions. Except for any employer payroll
14 taxes, it is understood and agreed that Defendant’s maximum total liability under
15 this Settlement shall not exceed the Gross Settlement Amount. The Settlement
16 Administrator will calculate and submit the Defendant’s employer share of payroll
17 taxes after advising Defendant of the total amount owed, in aggregate, as employer-
18 side payroll taxes and receiving a lump sum payment from Defendant in that amount
19 when the Gross Settlement Amount is delivered to the Settlement Administrator.

20 (i) Settlement Class Payments: Settlement Class Payments will be paid out of the Net
21 Settlement Amount. Each Settlement Class Member will be paid a *pro rata* share of
22 the Net Settlement Amount, as calculated by the Settlement Administrator. The *pro*
23 *rata* share will be determined by comparing each Settlement Class Member’s
24 Covered Workweeks to the total number of Covered Workweeks of all the
25 Settlement Class Members: [Covered Workweeks worked by a Settlement Class
26 Member] ÷ [Sum of all Covered Workweeks worked by all Settlement Class
27 Members] × [Net Settlement Amount] = individual Settlement Class Payment for a
28 Settlement Class Member.

1 (j) PAGA Payments: PAGA Payments will be paid out of the PAGA Settlement
2 Payment. Each PAGA Employee will be paid a *pro rata* share of the PAGA
3 Settlement Payment of \$18,750 as calculated by the Settlement Administrator.
4 PAGA Employees are not permitted to exclude themselves from this portion of the
5 Settlement. The *pro rata* share will be determined by comparing the individual
6 PAGA Employee's PAGA Pay Periods to the total PAGA Pay Periods of all the
7 Class Members during the PAGA Period as follows: [PAGA Pay Periods worked
8 by a PAGA Employee] ÷ [Sum of all PAGA Pay Periods worked by all PAGA
9 Employees] × [PAGA Settlement Payment] = individual PAGA Employee's PAGA
10 Payment.

11 (k) Allocation of Settlement Payments: The Parties have agreed that Settlement Class
12 Payments will be allocated as follows: 20% to wages and 80% to penalties and
13 interest and that the PAGA Payments will be entirely allocated to penalties.
14 Appropriate federal, state and local withholding taxes will be taken out of the wage
15 allocation of the Settlement Class Payment. Each Class Member receiving a
16 Settlement Class Payment will receive an IRS Form W2 and IRS Form 1099 with
17 respect to that payment. Each PAGA Employee receiving a PAGA Payment will
18 receive an IRS Form 1099 with respect to that payment. The employer's share of
19 payroll taxes and other required withholdings with respect to the Settlement Class
20 Payments will be paid as set forth above, including but not limited to the Defendant's
21 FICA and FUTA contributions. Class Members are responsible to pay appropriate
22 taxes due on the Settlement Payments they receive. To the extent required by law,
23 IRS Forms 1099 and W-2 will be issued to each Class Member with respect to any
24 such Settlement Payment they receive.

25 (l) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement
26 Payments to individual Class Members shall be deemed to be paid to such Class
27 Member solely in the year in which such payments actually are received by the Class
28 Member. It is expressly understood and agreed that the receipt of such Settlement

1 Payments will not entitle any Class Member to additional compensation or benefits
2 under any company bonus, contest or other compensation or benefit plan or
3 agreement in place during the period covered by the Settlement, nor will it entitle
4 any Class Member to any increased retirement, 401(k) benefits or matching benefits
5 or deferred compensation benefits. It is the intent that the Settlement Payments
6 provided for in this Settlement are the sole payments to be made by Defendant to the
7 Class Members, and that the Class Members are not entitled to any new or additional
8 compensation or benefits as a result of having received the Settlement Payments
9 (notwithstanding any contrary language or agreement in any benefit or compensation
10 plan document that might have been in effect during the period covered by this
11 Settlement).

12 (m) Attorney's Fees and Costs: Subject to approval by the Court, Defendant will not
13 object to Class Counsel's application for attorney's fees not to exceed 33 1/3% of
14 the Gross Settlement Amount (\$250,000) and reimbursement of litigation costs and
15 expenses not to exceed \$25,000.

16 (n) Service Payments to Plaintiffs: Subject to Court approval, and in exchange for a
17 general release, Defendant will not object to Plaintiffs' application for Service
18 Payments of up to \$10,000 , each, for a total payment of \$20,000, for their service
19 as Plaintiffs and for their work in reaching the Settlement. It is understood that the
20 Service Payments are in addition to the individual Settlement Class Payments, and
21 if applicable, PAGA Payment to which each Plaintiff is entitled to along with the
22 other Class Members. In exchange, Plaintiffs have agreed to release all claims,
23 whether known or unknown, under federal law or state law against the Releasees,
24 to the extent permitted by law, through the Class Period ("Plaintiffs' Released
25 Claims"). Plaintiffs understand that this release includes unknown claims and
26 that they are, as a result, waiving all rights and benefits afforded by Section 1542
27 of the California Civil Code, which provides:

28 **A general release does not extend to claims that the creditor**

1 **or releasing party does not know or suspect to exist in his or**
2 **her favor at the time of executing the release and that, if**
3 **known by him or her, would have materially affected his or**
4 **her settlement with the debtor or released party.**

5 Specifically excluded from Plaintiffs' Released Claims are any claims for workers'
6 compensation benefits.

- 7 (o) Defendant or the Settlement Administrator will issue an IRS Form 1099 for the
8 Service Payments to the Plaintiffs. The Plaintiffs will be individually responsible
9 for correctly characterizing this compensation on personal income tax returns for tax
10 purposes and for paying any taxes on the amounts received. Should the Court
11 approve a Service Payment to a Plaintiff in an amount less than that set forth above,
12 the difference between the lesser amount(s) approved by the Court and the Service
13 Payment amount(s) set forth above shall be added to the Net Settlement Amount.
- 14 (p) Settlement Administrator: The Settlement Administrator will be CPT Group, Inc.,
15 or such Settlement Administrator as may be mutually agreeable to the Parties and
16 approved by the Court. Settlement Administration Costs are estimated not to exceed
17 \$13,000. The costs of the Settlement Administrator for work done shall be paid
18 regardless of the outcome of this Settlement.
- 19 (q) Funding of Settlement Account: Defendant will fund the settlement account within
20 seven (7) business days of the Effective Date of the Settlement provided that the
21 Settlement Administrator has provided the Parties with an accounting of the amounts
22 to be paid by Defendant pursuant to the terms of this Settlement.
- 23 (r) Mailing of Settlement Payments: The Settlement Administrator shall cause the
24 Settlement Payments to be mailed to the Class Members within twenty one (21)
25 calendar days of the Effective Date of the Settlement, provided that the Settlement
26 Administrator has provided the Parties with an accounting of the amounts to be paid
27 by Defendant pursuant to the terms of this Settlement.
- 28 (s) Notice of Settlement: For each Class Member, there will be pre-printed information
on the mailed notice to the Class Member ("Notice of Settlement" or "Notice"),

1 based on Defendant's records, stating the Class Member's Covered Workweeks and
2 the estimated Settlement Class Payment, and if applicable PAGA Pay Periods and
3 estimated PAGA Payment, substantially in the form attached as Exhibit A. The pre-
4 printed information based on Defendant's records shall be presumed to be correct.
5 A Class Member may dispute the number of Covered Workweeks allocated to him
6 or her on the Notice of Settlement by submitting a written dispute to the Settlement
7 Administrator ("Workweeks Dispute"). A complete and timely Workweeks Dispute
8 must: (1) contain the Class Member's full name, address, telephone number, and last
9 four digits of his or her Social Security number; (2) state the case name and number
10 of the *Castillo* matter; (3) clearly state that the Class Member believes the number
11 of Covered Workweeks allocated to him or her is incorrect and the number of
12 Covered Workweeks he or she believes is correct; (4) attach any written evidence
13 supporting his or her contention; and (5) be mailed or faxed to the Settlement
14 Administrator, postmarked or fax- stamped by the applicable Response Deadline.
15 Unless a disputing class member submits documentary evidence in support of his or
16 her Workweeks Dispute, the records of the Defendant will be determinative.

17 (t) Settlement Notice Language: The Notice of Settlement will be issued in English and
18 Spanish.

19 (u) Class Members Cannot Exclude Themselves from the Release of Released PAGA
20 Claims: Class Members who submit a Request for Exclusion will nevertheless
21 receive their PAGA Payments if they are PAGA Employees. If the Court approves
22 the Settlement, all Class Members will be bound by the release of the Released
23 PAGA Claims. Plaintiffs shall serve a notice of settlement on the LWDA at or
24 before the time Plaintiffs file the motion for preliminary approval.

25 (v) Resolution of Workweek Disputes: To the extent Class Members dispute the
26 number of Covered Workweeks allocated to him or her on the Notice of Settlement,
27 Class Members may produce evidence to the Settlement Administrator showing that
28 such information is inaccurate. Defendant's records will be presumed correct, but

1 the Settlement Administrator shall contact the Parties regarding the dispute and the
2 Parties will work in good faith to resolve it. All disputes must be submitted by the
3 Response Deadline.

4 (w) Right of Class Member to Request Exclusion from the Class Settlement: Any Class
5 Member may request to be excluded from the Class by submitting a written request
6 to be excluded from the Settlement to the Settlement Administrator (“Requests for
7 Exclusion”). A complete and timely Requests for Exclusion must: (1) contain the
8 Class Member’s full name, address, telephone number, and last four digits of his or
9 her Social Security number; (2) state the case name and number of the *Castillo and*
10 *Herrera* matter; (3) clearly state the following or something substantially similar: “I
11 WISH TO BE EXCLUDED FROM THE CLASS IN THE CASTILLO v. GIBSON
12 OVERSEAS, INC., CLASS ACTION LAWSUIT, SAN BERNARDINO
13 COUNTY SUPERIOR COURT CASE NO. CIVDS2022537. I UNDERSTAND
14 THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT
15 RECEIVE ANY MONEY FROM THE SETTLEMENT OTHER THAN MY
16 SHARE OF THE PAGA PAYMENT.”; and (4) be mailed or faxed to the Settlement
17 Administrator, postmarked or fax- stamped by the applicable Response Deadline.
18 Any Class Member who submits a timely and complete Request for Exclusion: (i)
19 shall not have any rights under this Settlement other than a right to receive a PAGA
20 Payment if the Class Member is also PAGA Employee; (ii) shall not be entitled to
21 receive a Settlement Class Payments under this Settlement; and (iii) shall not be
22 bound by this Settlement or the Court’s Order and Final Judgment other than as it
23 applies to the release of Released PAGA Claims.

24 (x) Right of Settlement Class Member to Object to The Settlement: Any Class Member
25 who has not requested exclusion from the Settlement (i.e., Settlement Class
26 Member) may object to the Settlement by submitting a written objection to the
27 Settlement Administrator (“Objection”) or by appearing in person at the Final
28 Approval Hearing to offer their objection via oral comment. A complete and timely

1 written Objection must: (1) contain the Settlement Class Member's full name,
2 address, telephone number, and last four digits of his or her Social Security number;
3 (2) state the case name and number of the *Castillo and Herrera* matter; (3) clearly
4 state that the Settlement Class Member objects to the Settlement and the legal and
5 factual basis for their objection; (4) if the Settlement Class Member is represented
6 by counsel, the name and contact information of said counsel; and (5) be mailed or
7 faxed to the Settlement Administrator, postmarked or fax- stamped by the applicable
8 Response Deadline. Written Objections will be attached to the Settlement
9 Administrator's declaration filed in support of final approval. A Class Member who
10 does not object prior to or at the Final Approval Hearing, will be deemed to have
11 waived any objections and will be foreclosed from making any objections (whether
12 at the Final Approval Hearing, by appeal, or otherwise) to the Settlement. Class
13 Counsel and Defendant's Counsel may, at least five (5) calendar days (or some other
14 number of days as the Court shall specify) before the final approval hearing, file
15 responses to any written Objections submitted to the Court.

16 **THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES**

17 28. Subject to the Court's approval, and subject to reconsideration by the Parties after a
18 competitive bidding process, the Parties have agreed to the appointment of CPT Group, Inc. to perform the
19 customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice of
20 Settlement, both in English and Spanish, to the Class Members.

21 29. The Settlement Administrator will (i) independently review the Covered Workweeks
22 attributed to each Class Member and PAGA Pay Periods attributed to each PAGA Employee and will
23 calculate the estimated amounts due to each Class Member and the actual amounts due to each Settlement
24 Class Member and PAGA Employee in accordance with this Settlement, (ii) compare the class list to the
25 National Change of Address database prior to the initial mailing to the class, (iii) set up a website for
26 information purposes; (iv) for any returned envelopes, using efforts reasonable and customary in the
27 administration of such settlements to locate accurate addresses, including checking the National Change of
28 Address database and performing a skip trace, (v) prepare and file all tax returns and information returns

1 and any other filings required by any governmental taxing authority or agency arising out of this
2 settlement and (vi) send reminder notices to Class Members to cash their settlement checks. The
3 Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The
4 Settlement Administrator shall be granted reasonable access to Defendant's records in order to perform its
5 duties.

6 30. In accordance with the terms of this Settlement, and upon receipt of the Gross Settlement
7 Amount from Defendant, the Settlement Administrator will issue and send out the Settlement Payment
8 checks to the Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in
9 accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's
10 performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction
11 over the terms and conditions of this Settlement until all payments and obligations contemplated by this
12 Settlement have been fully carried out.

13 31. The Settlement Administrator will post the final judgment approving the Settlement on a
14 website maintained by the Settlement Administrator for a period of not less than ninety (90) calendar days
15 after the final judgment is entered. The address of that website will be included in the Notice of Settlement.

16 **ATTORNEY'S FEES AND COSTS**

17 32. In consideration for resolving this matter and in exchange for the release of all claims by the
18 Settlement Class Members, including Plaintiffs, and subject to approval by the Court, Defendant will not
19 object to Class Counsel's application for Attorneys Fees and Costs consisting of attorney's fees not to exceed
20 33 1/3% of the Gross Settlement Amount (i.e., \$250,000 of \$750,000) and litigation costs not to exceed
21 \$25,000. The amounts set forth above will cover all work performed and all fees and costs incurred to date,
22 and all work to be performed and all fees and costs to be incurred in connection with the approval by the
23 Court of this Settlement and administration of the Settlement. Should Class Counsel request a lesser amount
24 and/or the Court approve a lesser amount for Attorney's Fees and Costs, the difference between the lesser
25 amount(s) and the maximum amount set forth above shall be added to the Net Settlement Amount. The
26 Attorney's Fees and Costs approved by the Court shall be paid to Class Counsel, within seven (7) calendar
27 days of the Settlement Administrator's receipt of the Gross Settlement Amount. Class Counsel shall disclose
28 to the Court any fee sharing agreements in existence. Absent an agreement between the law firms that are

1 Class Counsel regarding the allocation of attorney's fees between their firms, the Court will allocate the
2 attorney's fees between the two firms that are Class Counsel. In the event that the Court awards less than
3 33 1/3% of the Gross Settlement Amount for attorney's fees, Class Counsel shall retain the right to appeal
4 that portion of any Final Approval Order and Judgment.

5 **THE NOTICE PROCESS**

6 33. A Notice of Settlement in approximately the form attached hereto as "**Exhibit A,**" and as
7 approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class
8 mail. English and Spanish versions of the Notice will be included in the mailing. Any returned envelopes
9 from this mailing with forwarding addresses will be utilized by the Settlement Administrator to forward the
10 Notices to the Class.

11 (a) Within fourteen (14) calendar days from the date of preliminary approval of this
12 Settlement by the Court, Defendant shall provide to the Settlement Administrator a
13 class database containing the following information for each Class Member: (1) full
14 name; (2) last known address; (3) last known phone number; (4) Social Security
15 number; (5) dates of employment with Defendant in California; (6) Covered
16 Workweeks during the Class Period; (7) Covered Workweeks during the PAGA
17 Period; and (8) any other information required by the Settlement Administrator in
18 order to effectuate the terms of the Settlement (collectively referred to as the "Class
19 Database"). The Class Database shall be based on Defendant's payroll and other
20 business records and shall be provided in a format acceptable to the Settlement
21 Administrator. Defendant agrees to consult with the Settlement Administrator prior
22 to the production date to ensure that the format of the Class Databases will be
23 acceptable to the Settlement Administrator. Prior to initially mailing the Notice, the
24 Settlement Administrator will run a check of the Class Members' addresses against
25 those on file with the U.S. Postal Service's National Change of Address List; this
26 check will be performed only once per Class Member by the Settlement
27 Administrator. Absent mutual written agreement of counsel for the Parties or Court
28 order, the Settlement Administrator will keep the Class Database confidential and

1 secure and use it only for the purposes described herein. Settlement Administrator
2 shall not disclose Class Member contact information to Class Counsel or Plaintiffs
3 but must maintain such contact information as confidential.

4 (b) Within fourteen (14) calendar days after the Class database is provided to the
5 Settlement Administrator, the Settlement Administrator will mail the Notices of
6 Settlement to the Class Members by First Class United States mail.

7 (c) Notices returned to the Settlement Administrator as non-deliverable on or before the
8 initial Response Deadline shall be resent to the forwarding address, if any, on the
9 returned envelope. A returned Notice will be forwarded by the Settlement
10 Administrator to any forwarding address, if provided. If there is no forwarding
11 address, the Settlement Administrator will do a computer search for a new address
12 using the Class Member's Social Security number or other information. In any
13 instance where a Notice is re-mailed, that Class Member will have until the extended
14 Response Deadline as described above. A letter prepared by the Settlement
15 Administrator will be included in the re-mailed Notice in that instance, stating the
16 extended Response Deadline. Upon completion of these steps by the Settlement
17 Administrator, Defendant and the Settlement Administrator shall be deemed to have
18 satisfied their obligations to provide the Notice of Settlement to the affected Class
19 Member. The affected Class Member shall remain a member of the Settlement Class
20 and shall be bound by all the terms of the Settlement and the Court's Order and Final
21 Judgment.

22 (d) Class Counsel shall provide to the Court, at least five (5) calendar days prior to the
23 final approval hearing, or such other date as set by the Court, a declaration by the
24 Settlement Administrator of due diligence and confirming mailing of the Notices of
25 Settlement.

26 **DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS**

27 34. As set forth above, each Class Member will have the applicable Response Deadline to submit
28 a Workweeks Dispute. No Workweeks Dispute will be honored if they are submitted after the Response

1 Deadline, unless the Parties mutually agree to accept the untimely dispute. Each Class Member is
2 responsible to maintain a copy of any documents sent to the Settlement Administrator and a record of proof
3 of mailing.

4 35. The Settlement Administrator shall cause the Settlement Payments to be mailed to the
5 Settlement Class Members and PAGA Employees as provided herein. Settlement Class Payments and
6 PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid and
7 negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks will
8 automatically be cancelled by the Settlement Administrator if they are not cashed by the Settlement Class
9 Member or PAGA Employee within that time, and the Class Member's relevant claims will remain released
10 by the Settlement. Settlement Payment checks which have expired will not be reissued.

11 36. Funds from un-cashed or abandoned Settlement Payment checks, after the 180-day period,
12 shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of each
13 Settlement Class member or PAGA Employee who failed to cash their Settlement Payment check prior to
14 the void date.

15 37. Upon completion of its calculation of Settlement Payments, the Settlement Administrator
16 shall provide Class Counsel and Defendant's Counsel with a report listing the amounts of all payments to
17 be made to Class Members (to be identified anonymously by employee number or other identifier). A
18 Declaration attesting to completion of all payment obligations will be provided to Class Counsel and
19 Defendant's Counsel and filed with the Court by Class Counsel.

20 **RELEASE BY THE CLASS AND PAGA EMPLOYEES**

21 38. Upon the final approval by the Court of this Settlement, and except as to such rights or claims
22 as may be created by this Settlement, the Class Representatives, the Class and each Class Member who has
23 not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release
24 claims as follows:

- 25 (a) **Identity of Released Parties.** The released parties are Defendant, and each of
26 its/their former and present direct and/or indirect owners, dba's, affiliates, parents,
27 subsidiaries, brother and sister corporations, divisions, related companies, successors
28 and predecessors, and current and former employees, attorneys, officers, directors,

1 shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees,
2 executors, partners, privies, agents, servants, insurers, representatives,
3 administrators, employee benefit plans, and assigns of said entities (collectively
4 “Releasees”).

5 (b) **Date Release Becomes Active.** The Released Claims will be released upon the later
6 of (1) the Effective Date, or (2) the satisfaction of Defendant’s obligation to provide
7 to the Settlement Administrator a sum in the amount required to satisfy all required
8 payments and distributions pursuant to this Settlement and the Order and Judgment
9 of final approval. Class Members will not release the Released Claims until both the
10 Effective Date of the Settlement has occurred, **and** Defendant has paid all amounts
11 owing under the Settlement.

12 (c) **Claims Released by Settlement Class Members.** Each and every Class Member,
13 on behalf of himself or herself and his or her heirs and assigns, unless he or she has
14 submitted a timely and valid Requests for Exclusion (which will not effectuate an
15 opt-out from the release of Released PAGA Claim), hereby releases Releasees from
16 the following claims for the entire Class Period:

- 17 1) all claims, rights, demands, liabilities, and causes of action that are alleged
18 or reasonably could have been alleged, including without limitation
19 violations of any state or federal statutes, rules, or regulations (including the
20 Fair Labor Standards Act), arising from, or related to, the facts and theories
21 set forth in the Action during the Class Period, including but not limited to:
22 (i) failure to pay all regular wages, minimum wages and overtime wages due,
23 including at the correct rate of pay; (ii) failure to provide meal periods or
24 compensation in lieu thereof; (iii) failure to provide rest periods or
25 compensation in lieu thereof; (iv) failure to reimburse business expenses; (v)
26 failure to provide complete and accurate wage statements; (vi) failure to pay
27 wages timely at time of termination or resignation; (vii) failure to provide
28 timely pay wages during employment; (viii) failure to provide one day’s rest

1 in seven, (ix) unfair or unlawful business practices that could have been
2 premised on the claims, causes of action or legal theories of relief described
3 above or any of the claims, causes of action or legal theories of relief pleaded
4 in the operative complaint; and (x) all claims under the California Labor
5 Code Private Attorneys General Act of 2004 or for civil penalties that could
6 have been premised on the claims, causes of action or legal theories
7 described above or any of the claims, causes of action or legal theories of
8 relief described in Plaintiff Castillo's and Herrera's administrative
9 exhaustion letters submitted to the LWDA and the Complaint in this Action
10 including but not limited to Labor Code sections 210, 226.3, 227.7, 510, 512,
11 558, 1174, 1194, 1197, 1197.1, 2802 and 2699 (the "Released Claims").

12 2) in addition, as to *all* PAGA Employees, whether requesting exclusion from
13 the Settlement or not, will release the Released PAGA Claims.

14 (d) **Waiver of California Labor Code section 206.5.** The Parties agree that all of the
15 claims in the Action are disputed, and that the payments set forth herein constitute
16 payment in full of any and all amounts allegedly due to Plaintiffs and the Class
17 Members concerning the claims released herein. To the extent Plaintiffs and/or any
18 participating Class Member has claimed or could claim that Defendant owes him/her
19 any additional compensation of any kind in relation to the claims released herein,
20 Plaintiff and each and every participating Class Member acknowledge and agree that
21 there is a bona fide dispute of whether any such payments are actually due and owing
22 and, therefore, in exchange for the settlement payments set forth herein, hereby settle
23 and release any such claims.

24 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

25 39. The Parties shall submit this Joint Stipulation of Settlement to the Court in support of
26 Plaintiffs' unopposed motion for preliminary approval for determination by the Court as to its fairness,
27 adequacy, and reasonableness. Upon execution of this Joint Stipulation of Settlement, the Parties shall apply
28 to the Court for the entry of an order:

- 1 (a) Scheduling a final approval and fairness hearing on the question of whether the
2 proposed Settlement, including the allocation for Attorney’s Fees and Costs and the
3 Service Payments, should be finally approved as fair, reasonable, and adequate as to
4 the members of the Class;
- 5 (b) Certifying the Class for settlement purposes only;
- 6 (c) Approving as to form and content the proposed Notice of Settlement;
- 7 (d) Directing the mailing of the Notice;
- 8 (e) Preliminarily approving the Settlement subject only to the objections of Class
9 Members and final review by the Court;
- 10 (f) Conditionally appointing Plaintiffs and Class Counsel as representatives of the
11 proposed Class Members; and
- 12 (g) Appointing CPT Group, Inc. as the Settlement Administrator, and order the
13 Settlement Administrator to provide notice of the settlement as outlined above.

14 **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

15 40. In conjunction with the hearing of a motion for final approval by the Court of the Settlement
16 provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendant’s Counsel for
17 review and approval and then submit to the Court a proposed final order and judgment containing provisions
18 sufficient to accomplish the following:

- 19 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and
20 adequate, and directing consummation of its terms and provisions;
- 21 (b) Approving Class Counsel’s application for an award of Attorney’s Fees and Costs;
- 22 (c) Approving the Service Payments to the Class Representatives;
- 23 (d) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting
24 duties under the Settlement.
- 25 (e) Adjudging Plaintiffs and Class Counsel may adequately represent the Final
26 Settlement Class for the purpose of entering into and implementing the Agreement;
- 27 (f) Entering a final judgment in the action;
- 28 (g) Adjudging that notwithstanding the submission of a timely request for exclusion,

1 Class Members are still bound by the settlement and release of the Released PAGA
2 Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal.
3 4th 969 (2009), as requests to be excluded from the Settlement do not apply to the
4 Released PAGA Claims, and further affirms that the State’s claims for civil penalties
5 pursuant to PAGA are also extinguished;

6 (h) Directing the posting of the final judgment on a website maintained by the
7 Settlement Administrator for a period of not less than ninety (90) calendar days after
8 entry of final judgment.

9 Any revised final judgments will also be provided to Defendant’s Counsel for review and approval before
10 they are submitted to the Court.

11 **NULLIFICATION AND TERMINATION**

12 41. This Settlement will be null and void if any of the following occur: (a) the Court should for
13 any reason fail to certify the Class for settlement purposes; (b) the Court should for any reason fail to
14 preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments
15 made to the Attorney’s Fees and Costs or granting of Service Payments; (c) the Court should for any reason
16 fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; or
17 (e) the Settlement does not become final for any other reason.

18 42. If five percent (5%) or more of the Class Members submit a timely and complete Request
19 for Exclusion, then Defendant in its sole discretion may terminate, nullify and void this Settlement. The
20 Settlement Administrator shall provide Defendant’s Counsel with the information necessary to effectuate
21 this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement
22 under this paragraph, Defendant’s Counsel must give Class Counsel written notice, by facsimile, e-mail, or
23 mail, no later than ten (10) court days after the Response Deadline. If this option is exercised by Defendant,
24 Defendant shall be solely responsible for the costs incurred by the Settlement Administrator for the
25 settlement administration.

26 43. The Parties and their counsel further recognize that Participating Class Members’ release of
27 claims arising under the Fair Labor Standards Act (“FLSA”) is a material term of this Settlement Agreement.
28 Should the Court refuse to acknowledge during preliminary approval or final approval of the Settlement

1 Agreement that Participating Class Members will be deemed to have released FLSA claims as well as state
2 law claims, Defendant alone shall have the option, in its sole discretion, and notwithstanding any other
3 provisions of this Settlement Agreement, to withdraw from the Settlement Agreement in its entirety.
4 Defendant may exercise its option to void this Settlement Agreement as provided in this paragraph by giving
5 notice, in writing, to Class Counsel and the Court no later than (10) business days after the preliminary
6 approval or final approval hearing date. Should Defendant elect to withdraw from the Settlement Agreement
7 as provided in this paragraph, all costs incurred by the Settlement Administrator as of that date shall be paid
8 by Defendant

9 44. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement
10 shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or
11 proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all Parties
12 to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither
13 entered into nor filed with the Court.

14 **PARTIES' AUTHORITY**

15 45. The signatories hereto hereby represent that they are fully authorized to enter into this
16 Settlement and bind the Parties hereto to the terms and conditions thereof.

17 **MUTUAL FULL COOPERATION**

18 46. The Parties agree to fully cooperate with each other to accomplish the terms of this
19 Settlement including, but not limited to, execution of such documents and taking such other action as
20 reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement shall
21 use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may
22 become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth
23 herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance
24 and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's
25 preliminary and final approval of this Settlement.

26 **NO PRIOR ASSIGNMENTS**

27 47. The Parties and their respective counsel represent, covenant, and warrant that they have not
28 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any

1 person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released
2 and discharged except as set forth herein.

3 **NO ADMISSION OF LIABILITY**

4 48. Nothing contained herein, nor the consummation of this Settlement, is to be construed or
5 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.
6 Defendant denies all the claims and contentions alleged by the Plaintiffs in this case. The Defendant have
7 entered into this Settlement solely with the intention to avoid further disputes and litigation with the attendant
8 inconvenience and expenses.

9 **ENFORCEMENT ACTIONS**

10 49. In the event that one or more of the Parties to this Settlement institutes any legal action or
11 other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare
12 rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover
13 from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees
14 incurred in connection with any enforcement actions.

15 **NOTICES**

16 50. Unless otherwise specifically provided herein, all notices, demands or other communications
17 given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day
18 after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

19 Class Counsel:

20 Mark Ozzello (SBN 116595)
21 Brandon Brouillette (SBN 273156)
22 Joseph Hakakian (SBN 323011)
23 CAPSTONE LAW APC
24 1875 Century Park East, Suite 1000
25 Los Angeles, California 90067
26 Telephone: (310) 556-4811
27 Facsimile: (310) 943-0396

28 Kane Moon
H. Scott Leviant
Lilit Tunyan
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Counsel for Defendant:

Mark D. Kemple (SBN CA 145219)
Ashley Farrell Pickett (SBN CA 271825)
Chris Cruz (SBN CA 228802)
GREENBERG TRAUIG, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067-2121
18565 Jamboree Road, Suite 500
Irvine, California 92612
Telephone: 310.586.7700
Facsimile: 310.586.7800

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONSTRUCTION

51. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Settlement.

CAPTIONS AND INTERPRETATIONS

52. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

MODIFICATION

53. This Settlement may not be changed, altered, or modified, except in writing and signed by the counsel for the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

54. This Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

WAIVER OF APPEALS

55. The Parties agree to waive appeals and to stipulate to class certification for purposes of implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the amount awarded as attorney's fees.

BINDING ON ASSIGNS

56. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

CLASS COUNSEL SIGNATORIES

57. It is agreed that because the members of the Class are so numerous, it is impossible or

1 impractical to have each member of the Class execute this Settlement. The Notice of Settlement will
2 advise all Class Members of the binding nature of the Released Claims and Released PAGA Claims, and
3 the release shall have the same force and effect as if this Settlement were executed by each member of the
4 Class.

5 **COUNTERPARTS**

6 58. This Settlement may be executed in counterparts and by electronic or facsimile signatures,
7 and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed
8 an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which
9 shall be binding upon and effective as to all Parties.

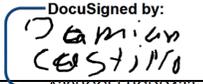
10 **FINAL JUDGMENT**

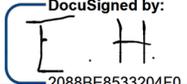
11 59. The Parties agree that, upon final approval of the Settlement, final judgment of this Action
12 will be made and entered in its entirety. The final judgment may be included in the Order granting Final
13 Approval of the Settlement.

14 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
15 Stipulation of Class Action Settlement between Plaintiffs and Defendant as set forth below:

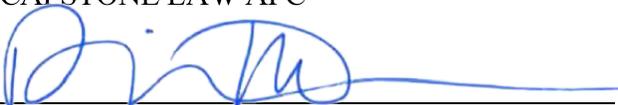
16 IT IS SO STIPULATED.

17
18 **Plaintiffs:**

19
20 Dated: 11/3/2021, 2021 By: 
JOSE DAMIAN CASTILLO
A39BCCFFBCCDD433

21
22 Dated: 12/3/2021, 2021 By: 
EZEQUIEL HERRERA
2088BE8533204E0

23
24
25 **Plaintiffs' Counsel:**

26 Dated: December 7, 2021 CAPSTONE LAW APC
27 By: 
28 Mark Ozzello

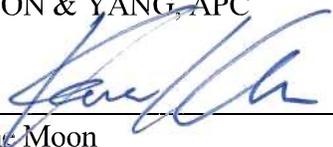
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Brandon Brouillette
Joseph Hakakian

Attorneys for Plaintiff EZEQUIEL HERRERA

Dated: 11/4/2021

MOON & YANG APC

By:  _____

Kang Moon
H. Scott Leviant
Lilit Tunyan

Attorneys for Plaintiff JOSE DAMIAN
CASTILLO

Defendant:

Dated: _____, 2021

GIBSON OVERSEAS, INC.

By: _____

Print Name

Signature

Title

Defendant's Counsel:

Dated: _____, 2021

GREENBERG TRAURIG, LLP

By: _____

Mark D. Kemple
Ashley Farrell Pickett
Chris Cruz

Attorneys for Defendant GIBSON OVERSEAS,
INC.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Brandon Brouillette
Joseph Hakakian

Attorneys for Plaintiff EZEQUIEL HERRERA

Dated: _____, 2021

MOON & YANG, APC

By: _____
Kane Moon
H. Scott Leviant
Lilit Tunyan

Attorneys for Plaintiff JOSE DAMIAN
CASTILLO

Defendant:

Dated: 11/4, 2021

GIBSON OVERSEAS, INC.

By: Soleiman Gabbay
Print Name


Signature

CEO
Title

Defendant's Counsel:

Dated: November 8, 2021

GREENBERG TRAURIG, LLP

By: 
Mark D. Kemple
Ashley Farrell Pickett
Chris Cruz

Attorneys for Defendant GIBSON OVERSEAS,
INC.

EXHIBIT A

NOTICE OF PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Castillo v. Gibson Overseas Inc.
San Bernardino Superior Court Case No. CIVDS2022537

Herrera v. Gibson Overseas Inc.
San Bernardino Superior Court Case No. CIVSB2024673

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE A NON-EXEMPT EMPLOYEE OF GIBSON OVERSEAS INC. (“DEFENDANT”) WHO WORKED IN CALIFORNIA AT ANY TIME BETWEEN OCTOBER 13, 2016 AND -----, 2021 (THE “CLASS PERIOD”), THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

By order of the Superior Court of California for the County of San Bernardino (the “Court” or “San Bernardino County Superior Court”), you are notified that: preliminary approval of a class action settlement reached between Jose Damian Castillo and Ezequiel Herrera (collectively, “Plaintiffs”) and Defendant Gibson overseas, Inc. (“Defendant”), was granted on [Date of Preliminary Approval], in the consolidated cases entitled *Castillo v. Gibson Overseas Inc.*, Case No. CIVDS2022537 and *Herrera v. Gibson Overseas Inc.*, Case No. CIVSB2024673 (the “Action”), which may affect your legal rights.

YOUR ESTIMATED PAYMENT FROM THIS SETTLEMENT: Your estimated Individual Settlement Payment is << **Estimated Payment** >>, which includes your payment from the Class settlement in the estimated amount of << **Estimated Individual Settlement Class Payment** >> and, because you [**ARE/ARE NOT**] also a member of the PAGA Employee group, your payment from the PAGA settlement in the estimated amount of << **Estimated Individual PAGA Settlement Payment** >>.

A hearing concerning final approval of the proposed Settlement will be held before Hon. David Cohn on << **FA DATE** >>, at << **FA TIME** >>, in Department S-26 of the San Bernardino Superior Court, 247 W. 3rd Street, San Bernardino, California 92415, to determine whether the Settlement is fair, adequate and reasonable. As a Settlement Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING – GET MONEY	If you do nothing, you will be considered a “Settlement Class Member” in the Settlement and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT. DEADLINE TO EXCLUDE YOURSELF: <<RESPONSE DEADLINE>>	You have the option to pursue separate legal action against Defendant about the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement by submitting a written request to be excluded (“Opt-Out Request”). As a result, you will not receive any benefits under the Settlement (other than based on the PAGA Claim). Opt-Out Requests must be submitted by << RESPONSE DEADLINE >>.
OBJECT TO THE SETTLEMENT. DEADLINE TO SUBMIT <i>WRITTEN</i> OBJECTIONS: <<RESPONSE DEADLINE>>	To object to the Settlement, you may mail a written explanation of why you don’t like the Settlement to the Settlement Administrator, appear at the Final Approval Hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit an Opt-Out Request if you wish to object. <i>Written</i> objections must be submitted by << RESPONSE DEADLINE >>.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All non-exempt employees of Defendant who worked in California during the Class Period. The “Class Period” is October 13, 2016 through -----, 2021.

According to Defendant’s records, you are a member of the settlement class (“Class Member”). PAGA Employees will automatically receive their *pro rata* share of the \$18,750 allocated from the PAGA Allocation to PAGA Employees, cannot opt-out of the release of PAGA Claims, and will be bound by the release of the PAGA Claims even if they opt-out of the Settlement. Defendant’s records indicate you [ARE/ARE NOT] also a PAGA Employee who worked in the State of California at any time during the PAGA Period of October 13, 2019 through -----, 2021.

What is this case about?

In the Action, Plaintiffs Jose Damian Castillo and Ezequiel Herrera (“Plaintiffs”) allege on behalf of themselves and the Class that Defendant: (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to provide one day of rest in seven; (6) failed to timely pay wages during employment; (7) failed to indemnify necessary business expenses; (8) failed to timely pay all wages at termination; (9) failed to furnish accurate itemized wage statements; (10) violated California’s Unfair Competition Law, California Business and Professions Code § 17200 *et seq.*; and (11) violated provisions of the Labor Code giving rise to civil penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq.*]. Plaintiffs seek unpaid wages, actual, consequential and incidental losses and damages, special damages, liquidated damages, injunctive relief, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys’ fees, and costs.

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiffs and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that this Settlement is fair, adequate and reasonable. Plaintiffs also believe this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiffs’ claims or Defendant’s defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Kane Moon
H. Scott Leviant
Lilit Tunyan
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
scott.leviant@moonyanglaw.com
lilit.tunyan@moonyanglaw.com

Defendant’s Counsel

Mark D. Kemple (SBN CA 145219)
Ashley Farrell Pickett (SBN CA 271825)
Chris Cruz (SBN CA 228802)
GREENBERG TRAURIG, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067-2121
18565 Jamboree Road, Suite 500
Irvine, California 92612
Telephone: 310.586.7700

Mark Ozzello (SBN 116595)
Brandon Brouillette (SBN 273156)
Joseph Hakakian (SBN 323011)
CAPSTONE LAW APC
1875 Century Park East, Suite 1000

Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$750,000 (the “Gross Settlement Amount”) for: (a) Individual Settlement Payments to Settlement Class Members; (b) the Court-approved Class Representative Enhancement to Plaintiffs (\$10,000 to be requested for each Plaintiff); (c) the Court-approved attorneys’ fees and costs to Class Counsel (“Class Counsel’s Fees and Expenses”) (\$250,000.00 in fees and up to \$25,000 in costs to be requested); (d) payment to the Labor and Workforce Development Agency (“LWDA”) for alleged PAGA penalties (the “PAGA Penalty Payment”) (\$56,250 of a total of \$75,000 allocated to the PAGA settlement); and (e) payment to the Settlement Administrator for settlement administration services (“Administrative Expenses”) (estimated to be \$13,000).

Individual Settlement Payments. Class Members who do not timely and properly request to be excluded from the Settlement (the “Settlement Class Members”) will receive a share of the Net Settlement Amount, and Class Members who are also PAGA Employees will receive a share of the \$18,750 from the PAGA Settlement allocated to PAGA Employees (the “PAGA Settlement Payment”), regardless of whether the request exclusion from the Settlement (the total payment to a Class Member is their “Individual Settlement Payment”).

The “Net Settlement Amount” will be calculated by deducting from the Gross Settlement Amount the Class Counsel’s Fees and Expenses, the Class Representative Enhancement, the PAGA Penalty Payment, and the Administration Expenses. Payments by Defendant from the Net Settlement Amount will be included in the Settlement Payments to each Settlement Class Member (the “Settlement Class Payments”) and each PAGA Employee (the “PAGA Settlement Payments”).

The Settlement Class Payment shall be divided among all Settlement Class Members on a *pro rata* basis based upon the total number of work weeks worked by each Settlement Class Member during the Class Period. The portion of the Net Settlement Amount paid to a Settlement Class Member = Net Settlement Amount (minus \$75,000 set aside for all PAGA Settlement Payment) × the work weeks worked by a Settlement Class Member ÷ the work weeks worked by all Settlement Class Members.

The PAGA Settlement Payment shall be divided among all PAGA Employees on a *pro rata* basis based upon the total number of pay periods worked by each PAGA Employee during the PAGA Period. The portion of the PAGA Settlement Payment paid to a PAGA Employee = \$18,750 × the pay periods worked by a PAGA Employee (during the PAGA Period) ÷ the pay periods worked by all PAGA Employees (during the PAGA Period).

Your estimated Individual Settlement Payment is <<**Estimated Settlement Payment**>> and the number of work weeks you worked during the Class Period based on your hire and/or termination dates is <<**Work Weeks**>>. You may seek to dispute the number of your workweeks. Such challenges must: (i) be in writing; (ii) state your full name; (iii) include a statement that you are seeking to challenge your estimated Individual Settlement Payment set forth in this Class Notice; (iv) state the number of work weeks you believe you have worked during the Class Period; and (v) be mailed to the Settlement Administrator with a postmark date on or before <<**RESPONSE DEADLINE**>> (the “Response Deadline”) at:

You must produce documentary evidence supporting your contention. Defendant’s records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator will resolve and decide all work week disputes, and its decisions will be final and non-appealable. **REMINDER:** If you believe your estimated Settlement Payment is incorrect because your work weeks (the number of weeks you worked within the Class Period) are wrong, your deadline to dispute this is <<**RESPONSE DEADLINE**>>.

For tax reporting purposes, the Individual Settlement Payment to Class Members will be allocated 20% as wages and 80% as penalties and interest, and the PAGA Settlement Payments will be entirely allocated to penalties. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the Individual Settlement Payments. The portion of the Individual Settlement Payments allocated as civil penalties and interest and the entirety of the PAGA Settlement Payments, shall be classified as other

miscellaneous income and reported on IRS Form 1099-MISC if required by governing tax laws. Any taxes owed on that other miscellaneous income will be the responsibility of Class Members receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendant.

All checks for Individual Settlement Payments and the PAGA Settlement Payments paid to Class Members will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not claimed or negotiated by a Class Member within that time. Any Individual Settlement Payment or PAGA Settlement Payment that is not claimed or negotiated by a Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller's Office to be held as unclaimed property in the name of each check recipient who is the payee of the check. In such event, the Settlement Class Members and PAGA Employees shall nevertheless remain bound by the Settlement.

Within 21 calendar days after the "Effective Date," the Settlement Administrator will distribute the Individual Settlement Payments and PAGA Settlement Payments to all Settlement Class Members and PAGA Employees. The "Effective Date" is the later of the following events: (a) if no timely objections are filed or if all objections are withdrawn, 61 calendar days after the date upon which the Court enters an order and judgment granting final approval of the Settlement; (b) if an objection is filed and not withdrawn, 61 calendar days after the date upon which the Court enters an order and judgment granting final approval of the Settlement; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

Payments to Settlement Class Members and PAGA Employees will issue only AFTER the payment by Defendant of the Gross Settlement Amount. **PLEASE BE PATIENT AND UPDATE THE SETTLEMENT ADMINISTRATOR WITH YOUR NEW ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE OR YOU RECEIVED THIS NOTICE AS FORWARDED MAIL.**

None of the Parties or their attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel's Fees and Expenses, the Class Representative Enhancement, Administrative Expenses, the PAGA LWDA Payment. Class Counsel will ask the Court to award attorneys' fees up to \$250,000.00 (one third) of the Gross Settlement Amount and reimbursement of reasonable costs incurred in the Action not to exceed \$25,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Enhancement made to each Plaintiff, not to exceed \$10,000, for their efforts in bringing the Action on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$13,000. The PAGA Penalty Payment in the amount of \$56,250 will also be made to the LWDA for PAGA penalties, which represents 75% of the \$75,000 PAGA Allocation.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims as follows:

(a) **Identity of Released Parties.** The released parties are Defendant, and each of its/their former and present direct and/or indirect owners, dba's, affiliates, parents, subsidiaries, brother and sister corporations, divisions, related companies, successors and predecessors, and current and former employees, attorneys, officers, directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers, representatives, administrators, employee benefit plans, and assigns of said entities (collectively "Releasees").

(b) **Date Release Becomes Effective.** The Released Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement.

(c) **Claims Released by Settlement Class Members.** Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Requests for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claim), hereby releases Releasees from the following claims for the entire Class Period:

1) any and all claims stated in the Action, or that could have been stated based on the facts alleged in the Action, implicitly or explicitly, including but not limited to state wage and hour claims (including all claims under the California Labor Code) including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due, including at the correct rate of pay; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse business expenses; (v) failure to provide complete and accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment (including a claim under the federal Fair Labor Standards Act, the Industrial Welfare Commission Wage Orders, and common law including conversion); (viii) failure to provide one day's rest in seven, (ix) unfair or unlawful business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; and (x) all claims under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint including but not limited to Labor Code sections 210, 226.3, 227.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2802 and 2699 (the "Released Claims").

2) as to any Class Member who cashes their Settlement Payment check, the signing and negotiation of that check shall serve as the Class Member's consent to join the action for purposes of releasing claims arising under the Fair Labor Standards Act that are related to the claims stated in the Action, implicitly or explicitly; and,

3) in addition, as to all PAGA Employees, whether requesting exclusion from the Settlement or not, will release the Released PAGA Claims ("Released PAGA Claims" means claims arising under PAGA, to the extent relating to, arising from, alleged or reasonably could have been asserted either in (a) Plaintiff Castillo's and Herrera's administrative exhaustion letters submitted to the LWDA; or (b) the SECOND AMENDED CONSOLIDATED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT in this Action).

No Class Member employed during the Released PAGA Claims Period can request exclusion from the settlement of the PAGA Claim. If you are a Class Member, and this Settlement is approved, you will release the PAGA Claim even if you timely and properly file an Opt-Out Request. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash their PAGA Payment Check.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class and receiving settlement monies to resolve your class claims, you consent to the release of the Released Claims as described above.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way and you have selected to remain in the Class, you can ask the Court to deny approval of the Settlement by submitting an objection. You can't object to the release of the PAGA Claim or object to the PAGA Settlement Payment. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement.

If the Court denies approval, no additional settlement payments will be sent out and the Action will continue. If that is what you want to happen, you must object.

You may object to the Settlement in writing or by appearing at the Final Approval Hearing, either in-person or through your attorney. If you appear through your own attorney, you are responsible for paying that attorney. You may appear and orally object regardless of whether you submitted a written objection. Written objections should be sent to the Settlement Administrator at CPT Group, Inc. If you submit a written objection, it should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name address, telephone number, and last four digits of your Social Security number; (2) your signature; (3) the case and number (*Castillo v. Gibson Overseas Inc.*, Case No. CIVDS2022537 and *Herrera v. Gibson Overseas Inc.*, Case No. CIVSB2024673); (4) clearly state that the Settlement Class Member objects to the Settlement and the legal and factual basis for their objection; (5) if the Settlement Class Member is represented by counsel, the name and contact information of said counsel; and (6) be postmarked on or before <<RESPONSE DEADLINE>> and submitted to the Settlement Administrator at the address listed above. You can also hire an attorney at your own expense to represent you in your objection. The Parties shall file responses to any written objections before the Final Approval Hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.** If you submit a written objection and then request exclusion from, and opt out of, the Class Settlement, you would be deemed to have waived your objection.

Because of healthcare guidance and Orders of the San Bernardino Superior Court related to COVID-19, the Final Approval Hearing may be a telephonic hearing only. If you wish to attend the Final Approval Hearing telephonically, visit <https://www.sb-court.org/general-information/covid-19-court-operations-during-covid-19-pandemic> for instructions on how to do so. You will need to appear by telephone using CourtCall to schedule a telephonic appearance at the Final Approval Hearing. You will need to use the Case Number for this case (CIVDS2022537) to schedule a telephonic appearance.

OPTION B. Request to Be Excluded from the Class and Receive No Money from the Class Action Portion of the Settlement (PAGA Employees Still Will Receive Their Share of the PAGA Employee Payment). You may not seek exclusion from the PAGA portion of this Settlement. However, if you do not want to be part of the Class Settlement, you must submit a written request to be excluded from the Class Settlement to the Settlement Administrator at CPT Group, Inc. In order to be valid, your written request to be excluded from the Class Settlement must be signed and include your full name, address, telephone number, and last four digits of your Social Security number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement), state the case name and number along with a statement like the following:

“I hereby request to be excluded from the Class Action Settlement in *Castillo v. Gibson Overseas Inc.*, San Bernardino Superior Court Case N CIVDS2022537. I understand that if I ask to be excluded from the class, I will not receive any money from the settlement other than my share of PAGA payment”

Your written request to be excluded from the Class Settlement must then be signed and postmarked on or before <<RESPONSE DEADLINE>>. If you do not submit a written request to be excluded from the Class Settlement on time (as evidenced by the postmark), your written request to be excluded from the Settlement will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a written request to be excluded from the Class Settlement by the deadline to request exclusion, you will have no further role in the Action as it relates to the Class claims. You will not be able to complain to the Court about any aspect of the Class Settlement and any written objection to the Class Settlement would not be considered valid. **You will not be entitled to any benefit, including money**, as a result of the Action and Settlement, except for any payment you may be receive from the PAGA portion of this Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s Fees and Expenses, the Class Representative Enhancement, the Administrative Expenses, and the PAGA Allocation on <<FINAL APPROVAL HEARING DATE & TIME>>, in Department S-26 of the San Bernardino Superior Court, 247 W. 3rd Street, San Bernardino, California 92415. Because of healthcare guidance and Orders of the San Bernardino Superior Court related to COVID-19, the hearing may be a telephonic hearing only. As described above, if you wish to attend the Final

Approval Hearing telephonically, visit <https://www.sb-court.org/general-information/covid-19-court-operations-during-covid-19-pandemic> for instructions on how to do so. You will need to appear by telephone using CourtCall to schedule a telephonic appearance at the Final Approval Hearing. You will need to use the Case Number for this case (CIVDS2022537) to schedule a telephonic appearance. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment or to receive a PAGA Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website by the Settlement Administrator for a period of at least 90 days following the entry of that Order in the Court record. That website is: <<[website](#)>>.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class Action Settlement attached to the Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Preliminary Approval. The Joint Stipulation of Class Action Settlement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the San Bernardino Superior Court. Because of the San Bernardino Superior Court's COVID-19 pandemic procedures, in order to view documents filed in the lawsuit, Class Members may be required to make an appointment with the Court to view documents. You may also request a copy of the Settlement Agreement from Class Counsel, at the address listed above.

You may also view documents filed in this case, including the complete Settlement, on the Court's website at: <https://portal.sb-court.org/Portal/Home/Dashboard/29> NOTE: If you choose to access documents online, the Court will charge you a fee for access. Class Counsel can provide you with copies of the settlement documents at no charge.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.