

1 Joseph Lavi, Esq. (State Bar No. 209776)
jlavi@lelawfirm.com
2 Vincent C. Granberry, Esq. (State Bar No. 276483)
vgranberry@lelawfirm.com
3 Tielle Shu, Esq. (State Bar No. 303085)
tshu@lelawfirm.com
4 **LAVI & EBRAHIMIAN, LLP**
8889 W. Olympic Blvd., Suite 200
5 Beverly Hills, California 90211
Telephone: (310) 432-0000
6 Facsimile: (310) 432-0001

7 Attorneys for PLAINTIFF
MARVIN ALVAREZ on behalf of himself and others
8 similarly situated.

9 Michele Ballard Miller (SBN 104198)
mbmiller@cozen.com
10 John R. Carrigan, Jr. (SBN 217534)
jcarrigan@cozen.com
11 **COZEN O'CONNOR**
1299 Ocean Avenue, Suite 900
12 Santa Monica, CA 90401
Tel: (310) 393-4000
13 Fax (310) 394-4700

14 Attorneys for Defendant
SPACE-LOK, INC.

15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES**
18

19 MARVIN ALVAREZ on behalf of himself and
20 others similarly situated.

21 PLAINTIFF,

22 vs.

23 SPACE-LOK, INC., a California corporation;
24 and DOES 1 to 100, Inclusive,

25 DEFENDANTS
26
27
28

Case No.: BC716019

*[Assigned for All Purposes to the Hon. Kenneth
Freeman; Dept. SSC14]*

CLASS ACTION

**FIRST AMENDED JOINT STIPULATION
SETTLEMENT AGREEMENT AND
RELEASE**

1 IT IS HEREBY STIPULATED AND AGREED by and between Defendant Space-Lok, Inc.
2 (“Defendant”) on the one hand, and Plaintiff Marvin Alvarez on behalf of himself and each of the
3 other “Class Members,” as defined herein (hereinafter as “Plaintiff” or “Representative Plaintiff”)
4 (collectively, the “Parties” or “Settling Parties”) on the other hand, subject to the approval of the
5 Court that the settlement of the Action (as defined herein) shall be effectuated and subject to the
6 following terms and conditions:

7 **I. SUMMARY OF THE GROSS SETTLEMENT AMOUNT AND THE NET FUND**
8 **VALUE**

9 Under the terms of the Settlement, Defendant will pay the Gross Settlement Amount of Nine
10 Hundred Forty Thousand Dollars and No Cents (\$940,000.00), non-reversionary, in exchange for
11 the full and final settlement and release of any and all claims that were made, or that could have
12 been made based on the facts alleged in the Complaint and the First Amended Complaint in this
13 Action, and subject to the terms and conditions outlined in this Agreement (as defined herein). In
14 addition to the Gross Settlement Amount, Defendant will also be responsible for its share of payroll
15 taxes. This is a no claims-made settlement and will be administered by CPT, Group, Inc., a third
16 party administrator, subject to the Court’s approval. Defendant conditionally agrees to stipulate,
17 solely for the limited purpose of consummating the terms of the Settlement contained in this
18 Agreement, to have the Court certify a class of California hourly non-exempt employees of
19 Defendant, during the Class Period.

20 From the Gross Settlement Amount, Plaintiff and Class Counsel will seek: (1) attorneys’
21 fees in the amount of Three Hundred Thirteen Thousand Three Hundred Thirty Three Dollars
22 (\$313,333.00), representing 33.3% of the Gross Settlement Amount; (2) litigation costs in the
23 amount of Fifteen Thousand Dollars No Cents (\$15,000.00); and (3) an enhancement payment for
24 Plaintiff Marvin Alvarez of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00).
25 Furthermore, the Parties have agreed that Twenty Thousand Dollars and No Cents (\$20,000.00) of
26 the Gross Settlement Amount will be allocated as PAGA penalties, with 75% of this amount,
27 Fifteen Thousand Dollars and No Cents (\$15,000.00), to be paid to the Labor & Workforce
28 Development Agency (“LWDA”) in satisfaction of any claim for penalties that may be owed to that

1 agency under PAGA. The other 25%, or Five Thousand Dollars and No Cents (\$5,000.00), will be
2 distributed to the Authorized Claimants (defined herein). Finally, any costs associated with giving
3 notice to the Class regarding the Settlement, processing of any claims, and remitting payment of any
4 funds pursuant to the procedures outlined herein (“Settlement Administration Costs”), is currently
5 estimated as Sixteen Thousand Dollars (\$16,000.00), and will be paid from the Gross Settlement
6 Amount. Defendant will not be responsible for paying anything more than the Gross Settlement
7 Amount, except its share of employer’s payroll taxes. There will be no reversion of unclaimed funds
8 to Defendant.

9 The value to be distributed to Authorized Claimants (the “Net Fund Value”) pursuant to the
10 notice procedure set forth below shall be calculated by subtracting from the Gross Settlement
11 Amount, the Enhancement Payment to the Representative Plaintiff, Settlement Administration
12 Costs, Labor and Workforce Development Agency Payment, Class Counsel Fees and Costs.

13 **II. CONDITIONAL CERTIFICATION OF THE CLASS AND OF APPOINTMENT OF**
14 **CLASS COUNSEL AND REPRESENTATIVE PLAINTIFF**

15 Defendant hereby consents, solely for purposes of the Settlement set forth in this
16 Agreement, to the conditional certification of the Class, to the conditional appointment of Class
17 Counsel, and to the conditional approval of the Representative Plaintiff. However, if the Settlement
18 fails to be approved or otherwise fails to be consummated for any reason whatsoever, including but
19 not limited to the Court denying final approval and/or failing to enter a Final Judgment, then
20 Defendant retains all rights previously available to it, and any provisional certification of any class,
21 or the adoption of any procedure herein, shall be undone and the Parties restored to their pre-
22 settlement status as if no settlement had been reached and no decisions were made pursuant to it. In
23 that event, nothing in this Agreement or other papers or proceedings related to the Settlement shall
24 be used as evidence or argument by any party, including any Class Members who opt out,
25 concerning whether or not the claims advanced in the Complaint may properly be maintained as a
26 class action, whether the purported class is ascertainable, or whether Class Counsel or the
27 Representative Plaintiff can adequately represent the members of the class under applicable law.

1 **III. PROCEDURAL BACKGROUND**

2 The original Complaint in this Action was filed on August 2, 2018, in the Superior Court of
3 the State of California, County of Los Angeles wherein it was subsequently amended alleging the
4 following causes of action: (1) Failure to pay wages for all time worked at the minimum wages, in
5 violation of Labor Code Sections 1194 and 1197; (2) Failure to pay wages for all overtime hours
6 worked, in violation of Labor Code Sections 510, 1194 and 1198; (3) Failure to provide meal
7 periods or pay meal period premiums in violation of California Labor Code sections 512 and 226.7;
8 (4) Failure to pay accrued vacation wages in violation of Labor Code Section 227.3; (5) Failure to
9 adequately indemnify employees for employment related losses/expenditures in violation of Labor
10 Code section 2802; (6) Failure to provide accurate wage statements in violation of California Labor
11 Code section 226; (7) Failure to timely pay final wages in violation of Labor Code sections 201,
12 202, and 203; and (8) Unfair business acts and practices in violation of California Business and
13 Professions Code sections 17200, *et seq.* and (9) Civil Penalties pursuant to California Labor Code
14 sections 2698, *et seq.*

15 On or about October 17, 2018, Defendant answered the First Amended Complaint, in which
16 it denied the allegations contained therein and alleged a number of affirmative defenses to those
17 claims.

18 Thereafter, the Parties decided to engage in formal mediation. On June 5, 2019, Plaintiff
19 and Defendant mediated for a full day before Hon. Judge Carl West (Retired), an experienced and
20 well-regarded wage and hour class action mediator. The Parties were not able to reach a settlement
21 at said time, but continued to mediate the matter through the mediator during the subsequent two (2)
22 months. Thus, this Agreement is a culmination of the continued efforts of the Parties and the
23 mediator.

24 Both before and after the mediation on June 5, 2019, the Parties conducted a significant
25 amount of informal discovery, including Defendant's production of redacted timecards, punch and
26 payroll data for the entire class and for the Representative Plaintiff, the number of workweeks, and
27 the number of current and former employees.

28 Further, in the context of mediation, the Parties have conducted an extensive investigation

1 into the facts and law relevant to this case. The Parties had an opportunity during the mediation to
2 engage each other on the merits of the claims, defenses, potential exposure and Defendant's
3 financial condition. Considering all of these and other factors, Defendant has concluded that the
4 future costs and expenses involved in continuing litigation are substantial. Defendant, therefore,
5 choose to eliminate any further expenses, attorneys' fees, and risks associated with the continuation
6 of the Action via this Settlement.

7 Plaintiff considered the facts of the case, probability of prevailing on the claims, class
8 certification, potential appeals and delays. Plaintiff also considered Defendant's defenses, and
9 Defendant's representations with respect to its financial condition. Plaintiff, therefore, also chooses
10 to eliminate any further expenses, attorneys' fees and costs, and risks associated with the
11 continuation of the Action via this Settlement.

12 This Settlement Agreement contemplates, among other things, (i) entry of an Order
13 preliminarily approving the Settlement and approving certification of a provisional settlement class,
14 contingent upon final approval of the Settlement; (ii) the mailing of a Notice of Settlement to all
15 Class Members; (iii) the processing of any timely Requests for Exclusion, Objections, and/or
16 Allocation Forms by the Settlement Administrator, as well as payment to the Authorized Claimants
17 after final approval of this Agreement by the Court; and (iv) entry of Final Judgment granting final
18 approval of the Settlement and dismissal of the entire Action with prejudice.

19 **IV. DEFINITIONS**

20 As used in this Joint Stipulation Settlement Agreement and Release (hereinafter the
21 "Agreement"), the following terms shall have the meanings specified below:

22 4.1 "Action" means this lawsuit, the Complaint, and the First Amended Complaint in the
23 matter entitled *Alvarez vs. Space-Lok, Inc.*, Los Angeles County Superior Court, Case No.:
24 BC716019.

25 4.2 "Agreement" means this Joint Stipulation Settlement Agreement and Release, including
26 any attached exhibits.

27 4.3 "Authorized Claimants" refers to Class Members who do not opt out of the Settlement.

28 4.4 Notice of Class Action Settlement" means the document, substantially in the form

1 attached as Exhibit A, that will be mailed to Class Members' last known addresses and which will
2 provide Class Members with information regarding the Action and information regarding the
3 settlement of the Action.

4 4.5 "Allocation Form" means the Court-approved Allocation Form, substantially in the
5 form of the Allocation Form attached as Exhibit B and incorporated by reference herein, which will
6 be mailed in English and Spanish, to all Class Members which advises them of their settlement
7 share. The Class Members do not have to submit anything to receive their Settlement Share.

8 4.6 "Notice Packet" means the Notice of Class Action Settlement substantially in the form
9 attached as Exhibit A, the Allocation Form, substantially in the form attached as Exhibit B, and the
10 Mailing Envelope.

11 4.7 "Class" or "Class Member" or "Class Members" means any current or former hourly
12 non-exempt employee employed by Space Lok, Inc. in California during the Class Period (as
13 defined herein). If such person is incompetent or deceased, "Class" or "Class Member" or "Class
14 Members" means the person's legal guardian, executor, heir, or successor in interest.

15 4.8 "Class Counsel Costs" means the amounts to be paid, after court approval, to Class
16 Counsel for reasonable costs incurred by Class Counsel in this Action.

17 4.9 "Class Counsel Fees" means the amount to be paid, after court approval, to Class
18 Counsel for reasonable attorneys' fees.

19 4.10 "Class Period" means from August 2, 2014, up to and including August 16, 2019.

20 4.11 "Class Notice" or "Notice of Settlement" means the form of direct-mail notice to the
21 Class to be prepared by the Parties and sent to the Class Members in English and Spanish (after the
22 Court preliminarily approves the terms contained in the Agreement), informing them of the material
23 terms of the Agreement, why they are receiving the notice and what their options are to receive their
24 portion of the Settlement, make an objection, or be excluded from the Settlement. This mailing
25 shall also include the Allocation Form as defined above. The Allocation Form will be substantially
26 similar to the form attached hereto as Exhibit B, as may be modified by the Court.

27 4.12 "Class Counsel" means Joseph Lavi, Esq. of LAVI & EBRAHIMIAN, LLP, 8889 W.
28 Olympic Blvd., Suite 200, Beverly Hills, California 90211; (310) 432-0000.

1 4.13 “Complaint” refers collectively to the Complaint filed in the Los Angeles County
2 Superior Court on August 2, 2018, as well as the First Amended Complaint for: (1) Failure to pay
3 wages for all time worked at the minimum wages, in violation of Labor Code Sections 1194 and
4 1197; (2) Failure to pay wages for all overtime hours worked, in violation of Labor Code Sections
5 510, 1194 and 1198; (3) Failure to provide meal periods or pay meal period premiums in violation
6 of California Labor Code sections 512 and 226.7; (4) Failure to pay accrued vacation wages in
7 violation of Labor Code Section 227.3; (5) Failure to adequately indemnify employees for
8 employment related losses/expenditures in violation of Labor Code section 2802; (6) Failure to
9 provide accurate wage statements in violation of California Labor Code section 226; (7) Failure to
10 timely pay final wages in violation of Labor Code sections 201, 202, and 203; and (8) Unfair
11 business acts and practices in violation of California Business and Professions Code sections 17200,
12 *et seq.* and (9) Civil Penalties pursuant to California Labor Code sections 2698, *et seq.*

13 4.14 “Counsel for Defendant” or “Defense Counsel” means Michele Ballard Miller, Esq.
14 and John R. Carrigan, Jr., Esq. of COZEN O’CONNOR, 1299 Ocean Avenue, Suite 900, Santa
15 Monica, California 90401; (310) 432-0000.

16 4.15 “Court” means the Los Angeles County Superior Court, Spring Street Courthouse in
17 which the action is currently pending before the Honorable Kenneth Freeman and located at 312
18 North Spring Street, Los Angeles, California 90012. “Court” shall also mean any other Court that
19 acquires proper jurisdiction of this Action.

20 4.16 “Net Fund Value” means the amount that is distributable to the Authorized Claimants,
21 and equals the Gross Settlement Amount less Class Counsel Fees, Class Counsel Costs, the
22 Enhancement Payment, the LWDA Payment, and Settlement Administration Costs.

23 4.17 “Effective Date” refers to the date of the Final Approval Order if no objections are
24 filed to the Settlement. If objections are filed and overruled, and no appeal is taken of the Final
25 Approval Order, then the Effective Date will be sixty-five (65) days after the trial court enters the
26 Final Approval Order. If an appeal is taken from the Court’s overruling of objections to the
27 settlement, then the Effective Date will be ten (10) business days after the appeal is withdrawn or
28 after an appellate decision affirming the Final Approval Order becomes final. For purposes of

1 determining the Effective Date, the Parties agree that only California Courts have jurisdiction over
2 any such appeals, except for any appellate procedure over which the United States Supreme Court
3 may exercise jurisdiction.

4 4.18 “Enhancement Payment” means the payment to the Representative Plaintiff Marvin
5 Alvarez for his service to the Class, which is in addition to whatever payment he is otherwise
6 entitled to as an Authorized Claimant.

7 4.19 “Final Approval Hearing” or “Fairness Hearing” refers to the hearing at which the
8 Court will make a final determination whether the terms of the Agreement are fair, reasonable, and
9 adequate for the Class and meet all applicable requirements for approval, and, if the Settlement is so
10 approved, whether a judgment should be entered thereon, whether the Representative Plaintiff’s
11 application for an Enhancement Payment should be granted, and whether an application by Class
12 Counsel for an award of reasonable attorneys’ fees and reimbursement of their reasonable costs and
13 expenses should be granted.

14 4.20 “Final Approval Order” refers to the final order by the Court approving the Settlement
15 following the Fairness Hearing.

16 4.21 “Gross Settlement Amount” means the total amount of Nine Hundred Forty Thousand
17 Dollars and No Cents (\$940,000.00) to be paid by Defendant pursuant to the terms of this
18 Agreement. Due to Defendant’s financial condition, the Gross Settlement Amount shall be paid in
19 two separate installments based on the following payment plan: Defendant shall pay Four Hundred
20 Seventy Thousand Dollars and No cents (\$470,000.00) within ten (10) days after the court grants
21 Final Approval. Thereafter, Defendant shall make another payment of Four Hundred Seventy
22 Thousand Dollars and No Cents (\$470,000.00) six (6) months after Final Approval. This settlement
23 amount covers up to 32,000 workweeks, and 400 class members during the Class Period. In the
24 event the number of workweeks (32,000) or the number of class members (400) during the Class
25 Period exceeds said numbers, the settlement amount shall also increase based on the pro rata
26 increase.

27 4.22 “Final Judgment” means the final judgment by the Court approving the Settlement,
28 which finally and fully gives effect to the terms contained in this Agreement. Notice of the Final

1 Judgment in this case will be posted on the Settlement Administrator’s website.

2 4.23 “LWDA Payment” means the Twenty Thousand Dollars and No Cents (\$20,000.00) of
3 the Gross Settlement Amount which the Settling Parties have agreed to pay in satisfaction of any
4 claim for penalties that may be owed to the Labor Workforce Development Agency under the
5 Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code section 2699, *et seq.* 75% of
6 this amount shall be paid to the LWDA and 25% of this amount is to be distributed to the
7 Authorized Claimants.

8 4.24 “Notice Returns” means envelopes containing the Class Notice and Allocation Form
9 that were mailed by the Settlement Administrator to Class Members but were undelivered and
10 returned to the Settlement Administrator by the United States Postal Service.

11 4.25 “Objection to Class Settlement” means any written objection to this Settlement that is
12 filed, personally or through an attorney, as specified in the Class Notice and containing all the
13 information required pursuant to the Class Notice by Class Members who do not choose to be
14 excluded from the Class.

15 4.26 “Parties” or “Settling Parties” refers collectively to Plaintiff Marvin Alvarez (on behalf
16 of himself and each of the Class Members) and Defendant Space Lok, Inc.

17 4.27 “Preliminary Approval Motion” refers to the motion to be prepared by Plaintiff and
18 submitted by Class Counsel to the Court to obtain preliminary approval of the Settlement.

19 4.28 “Preliminary Approval Order” is the Court Order preliminarily approving the
20 settlement terms contained in this Agreement.

21 4.29 “Preliminary Approval Order Date” refers to the date on which the Court enters the
22 Preliminary Approval Order.

23 4.30 “Qualifying Workweeks” means the total Workweeks each Class Member worked as
24 an hourly nonexempt employee during the Class Period as reflected on Defendant’s records for each
25 Class Member.

26 4.31 “Redirected Notice” means a Class Notice mailed by the Settlement Administrator to a
27 new or different address to a Class Member that was obtained by the Settlement Administrator as a
28 result of a Notice Return.

1 4.32 “Released Claims” are those claims defined in this Agreement.

2 4.33 “Released Persons” are those persons or entities defined in this Agreement.

3 4.34 “Representative Plaintiff” means Marvin Alvarez and his respective representative(s),
4 heir(s), assign(s).

5 4.35 “Request for Exclusion” or “Opt-Out” means a written request by a Class Member to
6 be excluded from the Class and the Settlement generally containing the information detailed below.

7 4.36 “Response Deadline” means the last day for a Class Member to timely submit a
8 Request for Exclusion or Objection to Settlement.

9 4.37 “Settlement” refers to the Parties’ agreement to fully resolve the claims of the Parties
10 in the Action pursuant to the provisions in the Agreement.

11 4.38 “Settlement Administration Costs” means the fees and costs incurred or charged by the
12 Settlement Administrator in connection with the execution of its duties under this Agreement. The
13 Settlement Administrator’s duties are defined more fully within this Agreement.

14 4.39 “Settlement Administrator” refers to CPT, Inc., which will be engaged by Class
15 Counsel, with the approval of Defendant, to perform the notice, claims administration, and
16 distribution functions further described in this Agreement.

17 4.40 “Settlement Class” refers to all members of the Class who do not submit a timely
18 Request for Exclusion from the Class.

19 4.41 “Settlement Payment” or “Settlement Share” means the total, gross amount due to an
20 individual Authorized Claimant which shall be calculated as described in this Agreement.

21 **V. COOPERATION**

22 The Parties agree to cooperate fully with each other to accomplish the terms and
23 requirements of this Agreement, including but not limited to, the execution of any necessary
24 documents and any other action as may reasonably be necessary to implement the terms of this
25 Agreement.

26 Except as otherwise provided herein, neither party, nor any of their attorneys or agents, shall
27 initiate any communication with any Class Members for the purpose of encouraging or discouraging
28 them to Opt-Out of the Class, to participate in the Settlement, or to object to the Settlement

1 contained herein, unless agreed upon by the other party in writing, or if authorized by the Court.
2 This provision in no way limits Class Counsel from communicating with the Representative
3 Plaintiff, nor does the provision limit Class Counsel from responding to any inquiry initiated by any
4 Class Members.

5 The Parties shall submit this Agreement for preliminary approval and determination by the
6 Court as to its fairness, adequacy, and reasonableness as soon as is practicable. Promptly upon
7 execution of this Agreement, the Parties shall apply to the Court for the entry of a Preliminary
8 Approval Order scheduling a Fairness Hearing to determine whether the proposed Class Settlement
9 should be approved as fair, reasonable, and adequate as to the Class Members, and approved as to
10 the form and content of the proposed Class Notice.

11 **VI. NOTICE PROCEDURE AND SETTLEMENT ADMINISTRATION**

12 6.1 The Settlement Administrator. Parties have designated CPT, Inc., an experienced
13 Settlement Administrator, to process this Settlement. The Settlement Administrator will administer
14 the Settlement including, but not limited to, establishing the necessary bank accounts and obtaining
15 the necessary tax identification number to administer the Settlement, distributing the Class Notice
16 of Settlement and Allocation Form to Class Members, calculating and directing the disbursements
17 for Settlement Payments and related payroll taxes, processing the Settlement Payments to the Class
18 under the terms of this Agreement and handling inquiries about the calculation of individual
19 Settlement Payments to the Class pursuant to the terms contained in this Agreement. The
20 Settlement Administrator shall also establish a Settlement Payment central address, hotline
21 telephone number, to receive and timely process Class Members' inquiries about the Notice of
22 Settlement, Allocation Form, Requests for Exclusion, and Objections.

23 The Settlement Administrator shall not disburse the settlement funds except as provided
24 herein, as ordered by the Court, or as agreed upon, in writing, by Defense Counsel and Class
25 Counsel. Subject to further orders and/or directions as may be made by the Court, the Settlement
26 Administrator is authorized to execute such transactions on behalf of the Class Members as are
27 consistent with the terms of this Agreement.

28 In addition to regular reports of total mailings and returns, upon request by Class Counsel,

1 the Settlement Administrator may provide a list of payment amounts, objections, or opt-outs made
2 by each employee, who shall be identified solely by partial employee ID number and first two
3 letters of surname, except providing the full name of the opt-out class members in order to be
4 provided to the Court. The Settlement Administrator shall carbon copy Defense Counsel on any
5 information which it provides to Class Counsel pertaining to Class Members unless those
6 communications contain attorney-client privileged information. Neither Defendant nor the
7 Settlement Administrator shall provide the name or related financial information of Class Members
8 to the Representative Plaintiff, Class Counsel, any other member of the Class, or to any other person
9 or entity.

10 6.2 Class Member Data; Identification of Class Members. Defendant has completed a
11 review of their reasonably accessible and electronically-searchable computerized records to identify
12 the Class Members. Defendant will provide as soon as practicable, but no later than fifteen (15)
13 business days after the Court grants preliminary approval of the Settlement, to the Settlement
14 Administrator a list containing the Class Members' names, last known addresses, whether the Class
15 Member is a current or former employee as of the preliminary approval date, total Qualifying
16 Workweeks during the Class Period, and social security number, which will be used to send the
17 Notice of Settlement and Allocation Form to Class Members.

18 If any party or the Settlement Administrator determines, based upon further review of
19 available data, that a person previously identified as being a member of the Class should not be so
20 included or identifies a person who should have been included as a member of the Class but was not
21 so included, the Settlement Administrator shall promptly delete or add such person as appropriate
22 and immediately notify Class Counsel and Defendant prior to such deletions or additions (and the
23 reasons therefore).

24 Other than the obligations set forth in this Agreement, Defendant shall have no additional
25 obligation to identify or locate any members of the Class or have any liability in connection with the
26 provision of information to the Settlement Administrator or otherwise.

27 6.3 Notice Of Settlement By Mail. Using this list, the Settlement Administrator shall,
28 within fifteen (15) business days of receipt from Defendant of the Class Members' names, last

1 known addresses, total Qualifying Workweeks worked during the Class Period, and social security
2 numbers, mail the Notice of Settlement and Allocation Form via bulk First-Class mail using the
3 United States Postal Service to the most recent address known for each Class Member. Before
4 mailing the Notice of Settlement, the Settlement Administrator shall review the National Change of
5 Address Database for all Class Members and/or skip trace to determine the most up-to-date
6 addresses of all Class Members. If a Notice of Settlement is returned to the Settlement
7 Administrator with a forwarding address, the Settlement Administrator shall promptly re-mail the
8 Notice of Settlement and Allocation Form to the forwarding address provided by the Post Office. If
9 no forwarding address is provided, the Claims Administrator shall make reasonable efforts,
10 including utilizing a “skip trace,” to obtain an updated mailing address within seven (7) calendar
11 days of receiving the returned Notice of Settlement and Allocation Form. If an updated mailing
12 address is identified, the Settlement Administrator shall resend the Notice of Settlement and
13 Allocation Form to the Class Member immediately, and in any event within seven (7) calendar days
14 of obtaining the updated address. The address identified by the Settlement Administrator as the
15 current mailing address shall be presumed to be the best mailing address for each Class Member.
16 Class Members to whom Notices of Settlement are re-mailed after having been returned as
17 undeliverable to the Claims Administrator shall have an additional fourteen (14) calendar days after
18 the Response Deadline to Opt-Out and/or Object to opt-out, object or submit a dispute. Notices of
19 Settlement and Allocation Forms that are re-mailed shall inform the recipient of this adjusted
20 deadline.

21
22 6.4 Opt-Outs/Requests for Exclusion from the Settlement. Any Class Member who wishes
23 to be excluded from the Settlement must submit a Request for Exclusion from the Settlement to the
24 Settlement Administrator, no later than forty-five (45) calendar days after the original date of the
25 Settlement Administrator's mailing of the Class Notice of Settlement (i.e., by the Response
26 Deadline). Any Class Member who submits a timely request to be excluded from the Settlement
27 shall no longer be a member of the Class, shall be barred from participating in this Settlement, shall
28 be barred from objecting to this Settlement, and shall receive no benefit whatsoever from this

1 Settlement.

2 Although not specifically required; generally, the written Request for Exclusion should: (1)
3 explicitly and unambiguously state the following statement or similar statement: “I wish to exclude
4 myself from the settlement reached in the matter of *Alvarez vs. Space Lok, Inc.* I understand that by
5 excluding myself, I will not receive any money from the settlement reached in this matter.”;
6 (2) contain the name, address, and the last four digits of the Social Security number of the person
7 requesting exclusion; and (3) be signed by the Class Member. The Request for Exclusion must be
8 postmarked by the Response Deadline and returned to the Settlement Administrator at the specified
9 address. The Request for Exclusion will not be valid if it is not timely submitted. The date of the
10 postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means
11 used to determine whether the Request for Exclusion was timely submitted. Any Class Member
12 who requests to be excluded from the Settlement Class will not be entitled to any Settlement
13 Payment and will not be bound by the terms of the Settlement or have any right to object, appeal, or
14 comment thereon. Class Members who fail to submit a timely written Request for Exclusion on or
15 before the Response Deadline shall be bound by all terms of the Settlement and any final judgment
16 entered in this Action if the Settlement is approved by the Court.

17 Class Members who opt out of this Settlement by filing a timely, Request for Exclusion
18 will still receive a portion of the LWDA Payment for the PAGA Settlement and be bound by the
19 release for Civil Penalties pursuant to California Labor Code sections 2698, et seq. for claims or
20 causes of action that were asserted based on the facts alleged in the First Amended Complaint.

21 No later than twenty-five (25) calendar days after the Response Deadline, the Settlement
22 Administrator shall provide Class Counsel and Defense Counsel with a final list of Class Members
23 who have timely submitted written Requests for Exclusion.

24 **Allocation Form**

25 The Settlement Administrator shall mail along with the Notice of Settlement, the Allocation
26 Form as described above, to the Class Members in English and Spanish which will provide them
27 with an estimate of their recovery, and their number of workweeks during the class period.

28 6.5 Objections to Class Settlement. Any Class Member wishing to object to the approval of

1 this Settlement shall inform the Settlement Administrator in writing of his or her intent to object by
2 following the procedure set forth in the Notice of Settlement within forty-five (45) calendar days
3 after the original date of the Settlement Administrator's mailing of the Class Notice of Settlement
4 and Allocation Form (i.e., by the Response Deadline). The Objection to Class Settlement will not
5 be valid if it is not timely submitted, and/or if it does not meet all five of the requirements listed
6 below. The date of the postmark on the return mailing envelope on the Objection to Settlement
7 shall be the exclusive means used to determine whether the Objection to Class Settlement was
8 timely submitted.

9 The Objection to Class Settlement must be signed by the Class Member and state: (1) the
10 full name of the Class Member; (2) the dates of employment of the Class Member; (3) the last four
11 digits of the Class Member's Social Security number and/or the Employee ID number; (4) the basis
12 for the objection; and (5) if the Class Member intends to appear at the Final Approval Hearing.

13 Class Members who fail to make objections in the manner specified above shall be deemed to have
14 waived any objections and shall be foreclosed from making any objections (whether by appeal or
15 otherwise) to the Settlement. At no time shall any of the Parties or their counsel seek to solicit or
16 otherwise encourage Class Members to file or serve written objections to the Settlement or appeal
17 from the Order and Final Judgment. Class Counsel shall not represent any Class Members with
18 respect to any such objections.

19 6.6 Resolution of Disputes Relating to a Class Member's Number of Qualifying
20 Workweeks. If a Class Member timely disputes the records of Defendant (on an Allocation Form)
21 within forty-five (45) calendar days after the original date of the Settlement Administrator's mailing
22 of the Allocation Form (i.e., by the Response Deadline) as to the number of Qualifying Workweeks,
23 the Parties' counsel will make a good faith effort to resolve the dispute informally. The Class
24 Member must provide any supporting information and/or documentation to establish the accuracy
25 of the Class Member's contention, and provide all information requested on the Allocation Form
26 (Exhibit B). If counsel for the Parties cannot agree, the Defendant shall also provide its records to
27 the Settlement Administrator. Disputes shall be resolved by the Settlement Administrator, based on
28 a review of the records of Defendant and the Class Member's records submitted with the Allocation

1 Form. The Settlement Administrator shall either verify the initial calculation on the Allocation
2 Form or provide a corrected calculation. The decision of the Settlement Administrator with regard
3 to the amount of the Settlement Payment, if any, that the Class Member is entitled to receive shall
4 be final, non-appealable, and binding on the Class Member and Defendant. Defendant's records
5 shall control unless Defendant expressly agrees otherwise in an individual case. In any event, the
6 Settlement Administrator will make every effort to resolve any such disputes prior to final approval
7 of this Agreement.

8 6.7 Declaration of Compliance. As soon as practicable, but no later than twenty-five (25)
9 calendar days following the Response Deadline, the Settlement Administrator shall provide Class
10 Counsel and Defense Counsel with a declaration attesting to completion of the notice process set
11 forth in this Agreement, including an explanation of efforts to resend undeliverable notices returned
12 with forwarding addresses, a summary of disputed claims and opt outs including the names of any
13 Class Members opting out. The declaration shall be filed with the Court by Class Counsel along
14 with their Motion for Final Approval Order.

15 6.8 Sufficient Notice. Compliance with the procedures described in this Section shall
16 constitute due and sufficient notice to Class Members of this Settlement and the Final Approval
17 Hearing. Compliance with these procedures shall also satisfy the requirements of due process, and
18 nothing else shall be required of the Representative Plaintiff, Class Counsel, Defendant, Counsel for
19 Defendant, or the Settlement Administrator to provide additional notice of the Settlement and the
20 Final Approval Hearing, unless expressly ordered by the Court.

21 **VII. SETTLEMENT CONSIDERATION**

22 This shall be an all-in Settlement without a reversion to Defendant. Class Members do not
23 need to submit anything to receive their settlement share.

24 7.1 Payment of the Gross Settlement Amount. Defendant will pay the Gross Settlement
25 Amount in full and final settlement of the Action. The Gross Settlement Amount will constitute
26 adequate consideration for this Settlement and will be made in full and final settlement of:

- 27 A. The Released Claims during the Class Period;
- 28 B. Class Counsel's claim for Attorneys' Fees and Costs; and

1 C. Any other obligation of the Parties under this Agreement.

2 7.2 Payment of Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment,
3 Settlement Administration Costs. Defendant shall be obligated to pay the Gross Settlement Amount
4 in the manner and under the terms described in this Agreement, in addition to its share of payroll
5 taxes. No funds will revert to Defendant from the Gross Settlement Amount.

6 7.2.1 Class Counsel Fees and Costs. From the Gross Settlement Amount, Class
7 Counsel will request, and Defendant will not oppose, Three Hundred Thirteen Thousand
8 Three Hundred Thirty Three Dollars and No Cents (\$313,333.00) as Class Counsel Fees,
9 and Fifteen Thousand Dollars and No Cents (\$15,000.00) as Class Counsel Costs – subject
10 to court approval. Should the Court approve an award of Class Counsel Fees and Costs in
11 an amount less than is set forth herein, the unapproved portion or portions shall revert to the
12 Net Fund Value. The Court's ruling on the request for Class Counsel Fees and Costs shall
13 not affect the enforceability of this Agreement or the terms contained herein. Should the
14 Court approve attorneys' fees less than that set forth herein, the unapproved portion or
15 portions shall revert to the NSA and be apportioned to Settlement Class Members as
16 described in this Settlement Agreement. The award of attorneys' fees in the amount sought
17 is not a material term of this Agreement and the award of an amount less than requested by
18 Plaintiff does not give rise to a basis to abrogate this Agreement and Plaintiff's counsel
19 retains the right to appeal the attorneys' fees and costs award.

20 7.2.2 Enhancement Payment. From the Gross Settlement Amount, Class Counsel
21 will request, and Defendant will not oppose, Seven Thousand Five Hundred Dollars and No
22 Cents (\$7,500.00) as an Enhancement Payment to Representative Plaintiff Marvin Alvarez,
23 subject to court approval. Should the Court approve an award of an Enhancement Payment
24 in an amount less than is set forth herein, the unapproved portion or portions shall revert to
25 the Net Fund Value. The Court's ruling on the request for an Enhancement Payment shall
26 not affect the enforceability of this Agreement or the terms contained herein. Should the
27 Court approve a Service Award in an amount less than that set forth herein, the unapproved
28 portion or portions shall revert to the NSA and be apportioned to Settlement Class Members

1 as described in this Settlement Agreement. The award of a Service Award in the amount
2 sought is not a material term of this Agreement and the award of an amount less than
3 requested by Plaintiff does not give rise to a basis to abrogate this Agreement and Plaintiff's
4 counsel retains the right to appeal any service award.

5 7.2.3 LWDA Payment. Further, the Parties have agreed that Twenty Thousand
6 Dollars and No Cents (\$20,000.00) of the Settlement Amount will be allocated for PAGA
7 penalties, with 75% of this amount, Fifteen Thousand Dollars and No Cents (\$15,000.00), to
8 be paid to the LWDA in satisfaction of any claim for penalties that may be owed to that
9 agency under PAGA (Cal. Labor Code 2699, *et seq.*), and 25% of said amount, Five
10 Thousand Dollars and No Cents (\$5,000.00), to be distributed to the Authorized Claimants.

11 7.2.4 Settlement Administration Costs. The Settlement Administration Costs,
12 currently estimated at \$16,000.00 will be subtracted from the Gross Settlement Amount.

13 7.3 Formula for Determining the Value of the Settlement Payment for Class Members Who
14 Do Not Opt Out of the Settlement. The amount payable to each Authorized Claimant will be
15 distributed as follows: To calculate the Settlement Payment, the Settlement Administrator will first
16 have to calculate the Qualifying Workweeks for each individual Authorized Claimant. To calculate
17 the number of Qualifying Workweeks, the Settlement Administrator shall subtract the first date that
18 the Class Member worked as an hourly nonexempt employee from the last date that the Class
19 Member worked as an hourly nonexempt employee, and divide the resulting number by seven.
20 Second, the Settlement Administrator will calculate the total Qualifying Workweeks during the
21 Class Period for all Class Members. Third, the Settlement Administrator must divide an individual
22 Class Member's Qualifying Workweeks by the total Qualifying Workweeks for all Class Members.
23 The resulting percentage is the value of the individual Class Member's Settlement Share.

24 The formula to calculate a Class Member's Settlement Share is:

25 **(Individual Class Member's Qualifying Workweeks during the Class**
26 **Period / Total Qualifying Workweeks for Class Members during the**
27 **Class Period) x (Net Fund Value) = Value of individual Settlement**
28 **Share.**

1 Payments from the Net Fund Value shall be made only to Authorized Claimants, pursuant to
2 the manner provided in this Agreement.

3 The Settlement Shares of Class Members who opt out shall be distributed pro rata to
4 Participating Class Members who do not opt out of the settlement.

5 Twenty percent (20%) of all Settlement Payments to each Class Member shall be considered
6 wages and shall be subject to the withholding of all applicable local, state and federal taxes. Each
7 Class Member will receive from the Settlement Administrator (as defined below) a W-2 for this
8 portion of the payment and taxes that will be withheld at the rate required by law. Forty percent
9 (40%) of each Settlement Payment shall be considered interest and the remaining forty percent
10 (40%) shall be considered penalties. Each Class Member will also receive from the Administrator
11 an IRS Form 1099 for these portions of the Settlement Payments and Class Members will be
12 responsible for correctly characterizing this compensation for tax purposes and to pay any taxes
13 owing. As to all Settlement Payments that shall be considered wages, all amounts required by law
14 to be paid by Defendant to any federal, state or local tax authority will be submitted by the
15 Settlement Administrator.

16 7.4 Payment Procedure and Timing.

17 7.4.1. Funding the Settlement. Due to Defendant's financial condition, the Gross
18 Settlement Amount shall be paid based on the following two-time payment plan: Defendant
19 shall pay Four Hundred Seventy Thousand Dollars and No cents (\$470,000.00) within ten
20 (10) days after the court grants Final Approval. Thereafter, Defendant shall make another
21 payment of Four Hundred Seventy Thousand Dollars and No Cents (\$470,000.00) six (6)
22 months after Final Approval. As such, the distribution shall be as follows:

23 7.4.2 Disbursement of the Settlement Funds. Twenty (20) days after the second
24 and final payment of Four Hundred Seventy Thousand Dollars (\$470,000.00), by Defendant,
25 the Settlement Administrator shall distribute to each Authorized Claimant the total of their
26 Settlement Payment, the Court-approved attorneys' fees and costs, the Court approved
27 Enhancement Payment, the Court-approved Settlement Administration costs, and the Court-
28 approved LWDA Payment.

1 7.4.3 Discharge of Obligations. Defendant shall fully discharge their obligations to
2 those Authorized Claimants to whom they pay a Settlement Payment through the Settlement
3 Administrator, regardless of whether such payments are actually received and/or negotiated
4 by Authorized Claimants.

5 7.5 Uncashed Settlement Payments. After one-hundred and eighty (180) calendar days
6 from the date of mailing, the checks shall become null and void, and any monies remaining in the
7 distribution account shall be distributed to the Controller of the State of California to be held
8 pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of
9 those Settlement Class members who did not cash their checks until such time that they claim their
10 property. The Settling Parties agree that this disposition results in no “unpaid residue” under
11 California Civil Procedure Code § 384, as the entire NSV will be paid out to Settlement Class
12 members, whether or not they all cash their Settlement Checks. Therefore, Defendant will not be
13 required to pay any interest on said amount.

14 7.6 Taxes: Withholding and Reporting Requirements. The Settlement Administrator shall
15 be responsible for ensuring that all taxes associated with the Agreement are timely paid to the
16 appropriate tax authorities. The Settlement Administrator’s responsibilities include the following:
17 (i) filing all federal, state, and local tax deductions, (ii) timely and proper filing of all required
18 federal, state, and local forms (e.g., 1099s, W-2s, etc.) with the appropriate taxing authorities, and
19 (iii) completing any other steps necessary for compliance with any tax obligations of the Settlement
20 under federal, state, and/or local law, as applicable. To verify the Settlement Administrator’s
21 compliance with the foregoing withholding and reporting requirements, as soon as administratively
22 practicable, the Settlement Administrator shall furnish Class Counsel and Counsel for Defendant
23 with copies of all forms detailing the payment of taxes (including all 1099 forms and returns)
24 sufficient to prove that such payments were properly remitted. The Settlement Administrator shall
25 provide a final accounting declaration adequate to demonstrate full compliance with all duties set
26 forth in this Agreement, including but not limited to tax withholding, payment, and reporting
27 obligations. The Settlement Administrator shall inform Defendant as to the amount of the
28 employer’s share of payroll taxes on any portion of the Settlement where payroll taxes that

1 Defendant is required to pay which is in addition to the Gross Settlement Amount. The Settlement
2 Administrator shall also mail the class members who did not exclude themselves a “Notice of Final
3 Approval and Entry of Judgment” pursuant to California Rule of Court 3.771 at the time that it
4 mails the payments to the Class Members who did not opt out stating "This notice is being mailed to
5 all Class Members who did not opt out of the *Alvarez vs. Space Lok, Inc.*, class action settlement
6 (Los Angeles County Superior Court, Case No. BC716019), including you, pursuant to California
7 Rule of Court 3.771. This notice is to advise you that that the Court has approved the settlement of
8 this matter and entered judgment accordingly."

9 7.7 Tax Treatment of Representative Plaintiff’s Enhancement Payment. Plaintiff will
10 receive an IRS Form 1099 for his individual Enhancement Payment, and will be responsible for
11 correctly characterizing this additional compensation for tax purposes and for payment of any taxes
12 owing on said amount.

13 7.8 Taxes: Determination and Payment of Taxes. The Settlement Administrator shall
14 determine the amount of any withholding or taxes to be withheld from each Authorized Claimant’s
15 Settlement Payment. All such withholdings shall be remitted by the Settlement Administrator to the
16 proper governmental taxing authorities. Each Authorized Claimant shall be responsible for any tax
17 consequences of any funds paid out to each Class Member pursuant to this Agreement.

18 7.9 No Tax Advice. Defendant, Counsel for Defendant, Plaintiff and Class Counsel
19 make no representation as to the tax treatment or legal effect of the payments called for hereunder,
20 and Plaintiff and Participating Class Members are not relying on any statement, representation, or
21 calculation by Defendant, Defense counsel, Plaintiff, Class Counsel or by the Settlement
22 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
23 except for Defendant’s payment of the employer’s portion of any payroll taxes, they will be solely
24 responsible for the payment of any taxes and penalties assessed on the payments described herein.

25 7.10 Circular 230 Disclaimer; No Tax Advice. Each party to this Agreement (for purposes
26 of this section, the “Acknowledging Party”; and each party to this Agreement other than the
27 Acknowledging Party, an “Other Party”) acknowledges and agrees that (1) no provision of this
28 Agreement, and no written communication or disclosure between or among the Parties or their

1 attorneys and other advisers, is or was intended to be, nor shall any such communication or
2 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
3 States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging
4 Party (a) has relied exclusively upon his, her, or its own, independent legal and tax advisers for
5 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
6 Agreement based upon the recommendation of any other party or any attorney or advisor to any
7 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
8 adviser to any other party to avoid any tax penalty that may be imposed on the Acknowledging
9 Party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the
10 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
11 limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or
12 tax structure of any transaction, including any transaction contemplated by this Agreement.

13 7.11 No Impact on Employee Benefit Plan, Policy or Bonus Program. Defendant contends
14 that the amounts paid under this Agreement will not affect any previously credited hours of service
15 under any employee benefit plan, policy or bonus program sponsored by Defendant. To the extent
16 permitted by the terms of any such plans as such exist at the time of the payment, the amounts paid
17 under this Agreement will not form the basis for additional contributions to, benefits under, or any
18 other monetary entitlement under, Defendant-sponsored (self insured or not) employee benefit
19 plans, policies or bonus programs. Any payments made under the terms of this Settlement
20 Agreement shall not be applied retroactively, currently or on a going forward basis as salary,
21 earnings, wages, or any other form of compensation for the purposes of any of Defendant's
22 employee benefit plans, policies or bonus programs. Defendant retains the right to modify the
23 language of its employee benefit plans, policies and bonus programs to effect this intent and to
24 make clear that any amounts paid pursuant to this Agreement are not for "hours worked," "hours
25 paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and
26 bonus programs for the purpose of eligibility, vesting, benefit accrual or any other purpose, and that
27 additional contributions or benefits are not required by this Settlement Agreement. Neither
28 Defendant nor Plaintiff are opining on the terms of any such plan, each of which speaks for itself.

1 **VIII. RELEASE AND WAIVER OF CLAIMS**

2 In exchange for the consideration set forth in this Agreement, the Representative Plaintiff
3 and the Class Members agree to release all claims as set forth herein.

4 8.1 Release Provided To Defendant. Upon Defendant’s payment to the Gross Settlement
5 Amount as well as its share of payroll taxes to the Settlement Administrator, Representative
6 Plaintiff on his own behalf and as the Representative Plaintiff, all Class Members who did not opt
7 out of this Settlement by filing a timely Request for Exclusion, and all persons purporting to act on
8 their behalf or purporting to assert a claim under or through them, including, but not limited to, their
9 dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators,
10 trustees, conservators, guardians, personal representatives, and successors-in-interest, whether
11 individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other
12 capacity (collectively, the “Releasing Parties”) hereby forever completely and irrevocably release
13 and discharge Defendant Space-Lok, Inc. and any of its past, present, and future parents, affiliates,
14 subsidiaries, divisions, predecessors, successors, and assigns, and each of their officers, directors,
15 board members, trustees, shareholders, employees, agents, attorneys, auditors, accountants, experts,
16 contractors, stockholders, representatives, partners, insurers, reinsurers, and other persons acting on
17 their behalf (collectively, the “Released Parties”), from the following claims during the Class
18 Period: any and all causes of action, claims, rights, damages, punitive or statutory damages,
19 penalties, liabilities, expenses, and losses that were or could have been asserted based on the facts
20 alleged in the First Amended Complaint, including any claims for (1) Failure to pay wages for all
21 time worked at the minimum wages, in violation of Labor Code Sections 1194, 1194.2 and 1197;
22 (2) Failure to pay wages for all overtime hours worked, in violation of Labor Code Sections 510 and
23 1194; (3) Failure to provide meal periods or pay meal period premiums in violation of California
24 Labor Code sections 512 and 226.7; (4) Failure to provide rest periods or pay rest period premiums
25 in violation of California Labor Code section 226.7 (5) Failure to pay accrued vacation wages in
26 violation of Labor Code Section 227.3; (6) Failure to adequately indemnify employees for
27 employment related losses/expenditures in violation of Labor Code section 2802; (7) Failure to
28 provide accurate wage statements in violation of California Labor Code section 226; (8) Failure to

1 timely pay final wages in violation of Labor Code sections 201, 202, and 203; and (9) Unfair
2 business acts and practices in violation of California Business and Professions Code sections 17200,
3 *et seq.* and (10) Civil Penalties pursuant to California Labor Code sections 2698, *et seq.* provided
4 such claims are based on the facts alleged in the First Amended Complaint. The matters released as
5 provided above in this paragraph are referred to in this Agreement as the “Released Claims.” Class
6 Members who opt out of this Settlement by filing a timely Request for Exclusion will still receive a
7 portion of the LWDA Payment for the PAGA Settlement and be bound by the release for Civil
8 Penalties pursuant to California Labor Code sections 2698, *et seq.* for claims or causes of action that
9 were asserted based on the facts alleged in the First Amended Complaint.

10 8.2 No Other Liability. The Agreement shall be in full settlement, compromise, release and
11 discharge of the Released Claims and each of them, and the Released Parties shall have no further
12 or other liability or obligation to any member of the Settlement Class or any other Releasing Party
13 with respect to the Released Claims except as expressly provided herein.

14 8.3 Prohibition on Subsequent Assertion of Released Claims. The Representative Plaintiff,
15 and to the fullest extent allowed by law, all Releasing Parties, are prohibited from ever asserting a
16 Released Claim and from commencing, joining in, voluntarily assisting in a lawsuit or adversary
17 proceeding against the Released Parties, or any of them, based on Released Claims. Excluded from
18 this prohibition are any instances where any individual is legally compelled to testify through
19 service of a subpoena or other process.

20 8.4 Covenant Not to Sue. The Representative Plaintiff, and to the fullest extent allowed by
21 law, all Releasing Parties, covenant and agree not to ever assert a Released Claim or to commence,
22 join in a lawsuit or adversary proceeding against the Released Parties, or any of them, arising out of
23 or regarding the Released Claims.

24 8.5 No Assignment of Rights. The Representative Plaintiff warrants and represents that he
25 has not assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate to
26 any person or entity any of the Released Claims or any rights, claims, or causes of action arising
27 therefrom. This warranty and representation of non-assignment shall survive the execution of this
28 Agreement and the dismissal of this Action.

1 **IX. MOTION FOR PRELIMINARY APPROVAL ORDER**

2 As soon as practicable, Class Counsel will also submit this Agreement as an attachment to a
3 Preliminary Approval Motion to request the Court's preliminary approval of the Settlement. Such
4 submission will include such pleadings and evidence as may be required for the Court to determine
5 that this Agreement is fair, adequate, and reasonable. Such submission will also include a draft
6 Notice of Class Settlement and Allocation Form along with any necessary pleadings. In addition, in
7 the event that the Court requires, Defendant will consent to an in camera review of financial
8 materials relating to its financial condition, and/or provide a factual declaration regarding its
9 financial status as of the first scheduled date of the hearing on the Preliminary Approval Motion,
10 should the Court so order. Furthermore, Defendant will also provide a declaration as to the class
11 size, including but not limited to the number of current employees, former employees, number of
12 work weeks and average rate of pay during the class period.

13 In connection with the Motion, the Parties shall apply for a Preliminary Approval Order that
14 contains the following provisions:

- 15 (1) preliminarily approving the Agreement under the legal standards relating to the
16 preliminary approval of class action settlements;
- 17 (2) preliminarily certifying the Class as provided in this Agreement;
- 18 (3) appointing Class Counsel;
- 19 (4) appointing Marvin Alvarez as the representative of the Class;
- 20 (5) preliminarily approving the Settlement;
- 21 (6) approving the form of the Class Notice and Allocation Form, and finding that the
22 proposed method of disseminating the Class Notice meets the requirements of California
23 Rule of Court, Rule 3.766 and of due process and is the best notice practicable under the
24 circumstances;
- 25 (7) establishing the procedures and the deadline by which Class Members may assert
26 objections to the certification of the Class and/or to the Settlement;
- 27 (8) establishing a deadline for the Parties to submit papers/briefing in response to any
28 objections and in support of Final Approval of the Agreement.

1 (9) establishing procedures and the deadline by which individuals may exclude
2 themselves from the Action;
3 (10) setting a date for the Fairness Hearing; and
4 (11) providing that, pending Defendant's payment to the Settlement Administrator of the
5 second and final \$470,000 installment, and in aid of the Court's jurisdiction and to prevent a
6 multiplicity of lawsuits, the Representative Plaintiff and all members of the Class, and
7 anyone acting on their behalf (including, but not limited to, attorneys, representatives, and
8 agents of any Class Member), are barred from instituting, commencing, or continuing to
9 prosecute, directly or indirectly, as an individual or collectively, representatively,
10 derivatively, or on behalf of himself or herself, or in any other capacity of any kind
11 whatsoever, any action in this Court, any other state court, or any arbitration or mediation
12 proceeding or any other similar proceeding, against any Released Party that asserts any
13 claims that are Released Claims that would be released and discharged upon Defendant's
14 payment to the Settlement Administrator of the second and final \$470,000 installment,
15 except as the Court may further order upon application of a Class Member and notice to all
16 Parties.

17 **X. FINAL APPROVAL HEARING, FINAL APPROVAL ORDER, AND FINAL**
18 **JUDGMENT**

19 10.1 Final Approval Hearing. At the Final Approval Hearing, the Representative Plaintiff,
20 Class Counsel, and Counsel for Defendant shall ask the Court to grant final approval of this
21 Agreement and the Settlement contained herein. At this hearing, the Court will consider and rule
22 upon any Objections to Settlement submitted by any Class Member, whether timely or not.

23 10.2 Final Approval Order and Judgment. If the Settlement (including any modification
24 made thereto with the consent of the Parties as provided herein) shall be finally approved by the
25 Court following the Fairness Hearing, the Parties hereto shall jointly request that the Court enter a
26 Final Approval Order and Judgment as follows:

27 10.2.1 The Final Approval Order shall include the following provisions:

28 (1) confirming certification of the Class for settlement purposes and finding that

1 the requirements for class treatment have been met for purposes of the Class
2 settlement;

3 (2) finding that the dissemination of the Class Notice and Allocation Form in the
4 form and manner ordered by the Court was accomplished as directed, met the
5 requirements of due process, was the best notice practicable under the circumstances,
6 and constituted due and sufficient notice to all persons entitled thereto;

7 (3) finding that the Representative Plaintiff and Class Counsel herein have fairly
8 and adequately represented and protected the interests of the Class at all times in the
9 Action;

10 (4) finally approving the Settlement Agreement and the Settlement as fair,
11 reasonable and adequate and directing consummation of the Settlement in
12 accordance with its terms and provisions;

13 10.2.2 The Final Judgment shall include the following provisions:

14 (1) directing the Parties to implement the terms of the Settlement Agreement,
15 including without limitation the provisions regarding the payment of the Settlement
16 Payments to each Class Member as set forth in this Agreement, the payment of
17 attorneys' fees and costs, enhancement to the Representative Plaintiff and the costs
18 of settlement administration;

19 (2) defining the Class;

20 (3) releasing and discharging the Released Parties from any and all liability with
21 respect to the Released Claims, as hereinabove provided, after Defendant has made
22 all required payments to the Settlement Administrator;

23 (4) providing that, pending Defendant's payment to the Settlement
24 Administrator of the second and final \$470,000 installment, and in aid of the Court's
25 jurisdiction and to prevent a multiplicity of lawsuits, the Representative Plaintiff and
26 all members of the Class, and anyone acting on their behalf (including, but not
27 limited to, attorneys, representatives, and agents of any Class Member), are barred
28 from instituting, commencing, or continuing to prosecute, directly or indirectly, as an

1 individual or collectively, representatively, derivatively, or on behalf of himself or
2 herself, or in any other capacity of any kind whatsoever, any action in this Court, any
3 other state court, or any arbitration or mediation proceeding or any other similar
4 proceeding, against any Released Party that asserts any claims that are Released
5 Claims that would be released and discharged upon Defendant's payment to the
6 Settlement Administrator of the second and final \$470,000 installment, except as the
7 Court may further order upon application of a Class Member and notice to all
8 Parties.

9 (5) providing that in order to protect the continuing jurisdiction of the Court,
10 prevent a multiplicity of lawsuits, and protect and effectuate the Court's judgment in
11 this Action, the Representative Plaintiff and all Class Members, and anyone acting
12 on their behalf (including, but not limited to, attorneys, representatives, and agents of
13 the Representative Plaintiff or any Class Member), are permanently and forever
14 barred from instituting, commencing, or continuing to prosecute, directly or
15 indirectly, as an individual or collectively, representatively, derivatively, or on behalf
16 of himself or herself, or in any other capacity of any kind whatsoever, any action in
17 this Court, any other state court, or any arbitration or mediation proceeding or any
18 other similar proceeding, against any Released Party that asserts any claims that are
19 Released Claims under the terms of the Settlement;

20 (6) awarding reasonable attorneys' fees and costs to Class Counsel as set forth in
21 this Agreement or reserving jurisdiction with respect thereto;

22 (7) awarding an enhancement to the Representative Plaintiff as set forth in this
23 Agreement, or reserving jurisdiction with respect thereto; and

24 (8) reserving continuing and exclusive jurisdiction over all matters related to the
25 administration and consummation of the terms of this Settlement, over the
26 enforcement, construction and interpretation of this Agreement, over the
27 enforcement, construction, and interpretation of the Final Judgment, including, but
28 not limited to, the provisions therein enjoining any further litigation of Released

1 Claims, and over the Representative Plaintiff and all Class Members (and their
2 attorneys and law firms) in connection therewith.

3 **XI. LIMITATIONS ON USE OF THIS SETTLEMENT**

4 11.1 No Admission of Liability. Neither the acceptance nor the performance by Defendant
5 of the terms contained in this Agreement nor any of the related negotiations or proceedings is or
6 shall be claimed to be, construed as, or deemed a precedent or an admission by Defendant of the
7 truth of any allegations in any version of the Complaint. Defendant denies vigorously, and
8 continues to deny vigorously, each and every allegation of liability and wrongdoing that was
9 asserted or could have been asserted by the Representative Plaintiff, and assert that it has substantial
10 factual and legal defenses to all claims alleged by the Representative Plaintiff and that the
11 Representative Plaintiff's claims on behalf of himself and the Class are without merit.
12 Nevertheless, without admitting any wrongdoing or liability whatsoever, Defendant is willing to
13 agree to the terms of the proposed Settlement provided that all of the Released Claims (as defined
14 above) are settled and compromised, in order to fully resolve all issues relating to the subject matter
15 of the Action. Defendant also concurs that the proposed Settlement is fair, reasonable, and
16 adequate.

17 11.2 Non-Evidentiary Use. Neither this Agreement nor any of its terms, nor any statements,
18 documents, or conduct in the negotiation or drafting of it, shall be offered or used as evidence by
19 the Representative Plaintiff, any Class Member (including any individual who requested to be
20 excluded from the Class), Defendant, or their respective counsel, in the Action or any other
21 proceeding, except as is reasonably necessary to effectuate the Agreement's purpose and terms.
22 This Agreement may be used by Defendant and/or the Released Persons to prove or defend against
23 any claim released herein by any Class Member in any judicial, quasi-judicial, administrative, or
24 governmental proceeding. Nothing in this Agreement abridges a Class Member's right to file a
25 charge or participate in any manner in an investigation, hearing, or proceeding under the laws
26 enforced by Equal Employment Opportunity Commission.

27 **XII. BANKRUPTCY**

28 In addition, in the event that Defendant files for bankruptcy prior to the final disbursement

1 of the Gross Settlement Fund, Plaintiff shall be permitted to file the claims asserted in the Lawsuit
2 in the bankruptcy proceeding, and such claims are not limited by the amount of the Gross
3 Settlement Fund as set forth in this Settlement Agreement. If any settlement funds have been paid
4 as provided in this agreement as of the date Defendant files for bankruptcy, Defendant shall not be
5 entitled to a return of such funds from the recipients. However, Defendant will be entitled to claim
6 a credit for any previously paid amount in the bankruptcy proceeding.

7 **XIII. CONDITIONS OF THE SETTLEMENT**

8 This Agreement is subject to and conditioned upon:

9 (1) The preliminary approval of the Settlement memorialized in this Agreement.

10 (2) The final approval of the Settlement by the Court after Court-approved notice to the
11 Class, the Fairness Hearing, and Final Judgment having been entered and any appeals resolved; and

12 (3) The final resolution of any other action asserting Released Claims including the final
13 resolution of any and all appeals.

14 **XIV. FINALITY; EFFECT OF THE SETTLEMENT NOT BEING FINAL**

15 14.1 Finality. The approval of the Settlement shall be considered final on the Effective
16 Date. Except as expressly stated herein, none of the obligations of Defendant pursuant to the
17 Agreement shall become effective until after the Settlement becomes final, but Defendant may
18 waive this condition.

19 14.2 Effect of Settlement Not Being Final. In the event that the Settlement as provided for
20 in this Agreement does not become final, or does not become effective for any reason other than the
21 failure of any party to perform such party's obligations hereunder (except as to the Settlement not
22 becoming final because of any appeal, which circumstance can be waived by Defendant), then the
23 Settlement Agreement shall become null and void and of no further force and effect, and all
24 negotiations, proceedings, and statements relating thereto shall be without prejudice as to the rights
25 of any and all Parties hereto and their respective predecessors and successors, and all Parties and
26 their respective predecessors and successors shall be deemed to have reverted to their respective
27 positions in the Action as of the date and time immediately prior to the execution of this Settlement
28 Agreement, and except as otherwise expressly provided herein. In such a circumstance, Defendant

1 will not stipulate to class certification.

2 **XV. TOLERANCE OF OPT-OUTS**

3 Notwithstanding any other provision of this Agreement, Defendants shall retain the right, in
4 the exercise of their sole discretion, to nullify the Settlement within five (5) calendar days after
5 expiration of the Response Deadline, if more than fifteen percent (15%) of Class Members choose
6 to opt out of this Settlement. Class Counsel and Defendant shall not solicit opt-outs, directly or
7 indirectly, through any means. As a result of any such withdrawal, this Settlement Agreement and
8 the Settlement and any action taken or to be taken in connection therewith shall be terminated and
9 shall become void and have no further force and effect, except for the obligation of Defendant to
10 pay for expenses incurred by the Settlement Administrator in connection with the notice and
11 administration of the Settlement on or before the date on which Defendant withdraw from the
12 Settlement.

13 **XVI. SETTLEMENT TERMINATION**

14 In the event that (a) the Court declines to enter preliminary approval of the Agreement or to
15 enter the Final Judgment or any part thereof as provided for herein, or the Parties hereto fail to
16 consent to the entry of alternative forms of Judgment, in lieu thereof, or after such consent the Court
17 declines to enter such alternate form of Judgment; or (b) any conditions to the Settlement are not
18 satisfied or (c) the Court disapproves this Settlement, or any term contained in this Agreement,
19 including any amendments hereto, and such disapproval becomes final by reason of its affirmance
20 on appeal or lapse of time or otherwise; or (d) the Court approves this Settlement, including any
21 amendments hereto, but any such judgment and approval is finally reversed on appeal, then, in any
22 such event, this Settlement shall be void, and the Preliminary Approval Order and the Final
23 Approval Order and Final Judgment shall be vacated upon application to the Court. In such event,
24 (a) this Agreement and the Settlement shall be terminated and become void and of no effect, except
25 for the obligation of Defendant to pay for expenses incurred in connection with the notice and
26 administration of the Settlement on or before the date on which the Settlement is terminated; (b) any
27 action taken or to be taken in connection with this Agreement and the Settlement shall become null
28 and void and of no effect, (c) this Agreement and the Settlement and any hearings or proceedings

1 thereunder shall not be referred to or used as evidence for or against any party or Class Member in
2 these or any other action or proceeding, and (d) all pre-trial proceedings, including discovery, shall
3 resume thirty (30) calendar days thereafter as if this Settlement had not been proposed for approval
4 of the Court.

5 **XVII. AVOIDANCE OF UNDUE PUBLICITY**

6 Class Counsel shall not issue any press release or initiate communication with any print,
7 internet, air, or other media regarding the settlement. Should the Representative Plaintiff or
8 Defense Counsel be asked to comment on the case or the settlement, counsel shall respond with “no
9 comment” to such inquiries. The Parties agree that neither side shall make any press releases or
10 otherwise communicate to the press, media or public, the fact of the tentative settlement or the
11 amounts prior to preliminary approval of the settlement and the issuance to the Settlement Class of
12 a notice of class settlement.

13 Notwithstanding the above, (i) Defendant may inform its boards of directors, auditors,
14 executives and government agencies of this Settlement, and (ii) the Representative Plaintiff and
15 Class Counsel may discuss the terms of the settlement with the Class member and inform this
16 Court, their attorneys and tax advisors of this Settlement. Additionally, notwithstanding the
17 limitations to publicity identified herein, Class Counsel shall not be precluded from disclosing any
18 terms of this Settlement as required by a Court, a government entity or an arbitrator so long as, to
19 the extent practicable.

20 **XVIII. LIMITATION ON COSTS AND FEES**

21 Except as provided in this Agreement, Defendant shall not be required to pay any other
22 expenses, costs, damages or fees incurred by the Representative Plaintiff, by any Class Member, or
23 by any of their attorneys, experts, advisors, agents or representatives relating to this Action. Any
24 award of attorneys’ fees, costs, expenses and damages payable hereunder to Class Counsel shall be
25 in complete satisfaction of any and all claims for such attorneys’ fees, costs, expenses and damages,
26 under state or federal law, which the Representative Plaintiff, the Class, Class Counsel, or any other
27 counsel have or may have against Defendant arising out of or in connection with the Action and its
28 settlement, including, but not limited to, any claims for attorneys’ fees, costs and expenses involved

1 in litigating the Action and in negotiating and implementing this Settlement Agreement, including
2 attorneys' fees, costs and expenses incurred through and after the final disposition and termination
3 of the Action. Defendant shall not be responsible for distributing or apportioning any award of
4 attorneys' fees and expenses among Class Counsel, and Class Counsel shall defend, hold harmless,
5 and indemnify Defendant and its counsel, or any of them, from and against any claims, damages,
6 litigation, causes of action, and expenses, including reasonable attorneys' fees, resulting from any
7 action, proceeding, or claim initiated by Class Counsel, involving the apportionment of the award of
8 attorneys' fees, costs, or expenses among the Representative Plaintiff, the Class, and Class Counsel.

9 **XIX. MISCELLANEOUS PROVISIONS**

10 19.1 Amendments. The terms and provisions of this Agreement may be amended only by a
11 written agreement, which is both (1) signed by the Representative Plaintiff, Class Counsel,
12 Defendant, and Counsel for Defendant and (2) approved by the Court.

13 19.2 No Inducements. Representative Plaintiff and Defendant acknowledge that they are
14 entering into this Agreement as a free and voluntary act without duress or undue pressure or
15 influence of any kind or nature whatsoever and that neither the Representative Plaintiff nor
16 Defendant have relied on any promises, representations, or warranties regarding the subject matter
17 hereof other than as set forth in this Agreement.

18 19.3 Entire Agreement. This Agreement (and all exhibits attached hereto), constitutes the
19 entire agreement between the Parties concerning the subject matter hereof, and supersedes and
20 replaces all prior negotiations or understandings. No extrinsic oral or written representations or
21 terms shall modify, vary or contradict the terms of the Agreement unless made in writing and signed
22 by duly authorized representatives of all Parties and approved in writing by a final order of the
23 Court. No waiver of any term, provision or condition of this Agreement, whether by conduct or
24 otherwise, in any one or more instance shall be deemed to be or construed as a further or continuing
25 waiver of any such term, provision or condition.

26 19.4 Severability. The Parties agree that the provisions of the Agreement regarding the
27 application for Class Counsel Fees and Costs, the Representative Plaintiff's Enhancement Payment,
28 Settlement Administration Costs, and the LWDA Payment are severable from the remainder of the

1 Agreement. Any denial or reduction in amount by the Court of the application for Class Counsel
2 Fees and Costs, the Enhancement Payment, Settlement Administration Costs, or the LWDA
3 Payment shall in no way affect the validity and effect of the remainder of this Agreement.

4 19.5 Counterparts. This Agreement, and any amendments hereto, may be executed in any
5 number of counterparts, each of which when executed and delivered shall be deemed to be an
6 original and all of which taken together shall constitute but one and the same instrument. This
7 Agreement will become effective on the Effective Date.

8 19.6 Advice of Counsel. All of the Parties have been represented by counsel throughout all
9 negotiations that preceded the execution of this Agreement, and this Agreement is made with the
10 consent and advice of counsel.

11 19.7 Governing Law. This Agreement shall be subject to, governed by, construed,
12 enforced, and administered in accordance with the laws of the State of California, without giving
13 effect to the principles of conflict of laws, both in its procedural and substantive aspects, and shall
14 be subject to the continuing jurisdiction of the Court.

15 19.8 Construction. The Parties hereto agree that the terms and conditions of this Agreement
16 are the result of lengthy, intensive arms-length negotiations between the Parties. This Agreement
17 shall be construed as a whole according to its fair meaning and intent, and not strictly for or against
18 any party, regardless of who drafted (or was principally responsible for drafting) this Agreement or
19 any specific term or condition thereof. In the event any ambiguity is found to exist in the
20 interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly
21 reject the application of any legal or equitable rule of interpretation which would lead to a
22 construction either “for” or “against” a particular party based upon their status as the drafter of a
23 specific term, language, or provision giving rise to such ambiguity.

24 19.9 Binding on Assigns. The Settlement shall be binding upon and inure to the benefit of
25 the Parties’ respective successors, assigns, heirs, spouses, marital communities, executors,
26 administrators and legal representatives. The Settlement is not designed to and does not create any
27 third-party beneficiaries either express or implied.

28 19.10 Continuing Jurisdiction. The Parties agree that the Court shall retain jurisdiction with

1 respect to the implementation and enforcement of the terms of the Settlement, and the Parties hereto
2 submit to the jurisdiction of the Court for purposes of implementing and enforcing the terms of the
3 Settlement.

4 19.11 Parties' Authority. Each individual signing this Agreement warrants that he and/or
5 she has the authority and is expressly authorized to enter into this Agreement on behalf of the Party
6 for which that individual signs.

7 19.12 Headings. All headings, paragraph titles and/or captions contained herein are
8 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
9 describe the scope of this Settlement. Each term of this Agreement is contractual.

10 19.13 Extensions of Time. Without further order of the Court, the Parties hereto may agree
11 in writing to reasonable extensions of time to carry out any of the provisions of the Agreement.

12 19.14 Force Majeure. The failure of any party to perform any of its obligations hereunder
13 shall not subject such party to any liability or remedy for damages, or otherwise, where such failure
14 is occasioned in whole or in part by acts of God, fires, earthquakes, other natural disasters,
15 explosions, floods, wars, sabotage, or terrorist acts beyond the reasonable control of such party.

16 19.15 Deadlines Falling on Weekends or Holidays. To the extent that any deadline set forth
17 in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued
18 until the following business day.

19 19.16 Successors. This Agreement shall be binding upon and inure to the benefit of the
20 Settling Parties hereto (including Class Members) and their respective heirs, executors,
21 administrators, successors and assigns, and upon any corporation, partnership or other entity into or
22 with which any Settling Party hereto may merge, combine or consolidate. As used in the preceding
23 sentence and elsewhere throughout this Agreement, "including" shall mean including without
24 limitation.

25 19.17 Waivers. The waiver by any party of any breach of this Agreement shall not be
26 deemed or construed as a waiver of any other breach, whether prior, subsequent, or
27 contemporaneous, of this Agreement.

28 19.18 Parties' Authority. Each individual signing this Agreement warrants that he and/or

1 she has the authority and is expressly authorized to enter into this Agreement on behalf of the Party
2 for which that individual signs.

3 19.19 Disputes. All disputes arising out of or related to this Agreement shall be resolved by
4 the Court.

5 19.20 No Rescission On Grounds Of Mistake. The Parties acknowledge that they have
6 made their own investigations of the matters covered by this Agreement to the extent they have
7 deemed it necessary to do so. Therefore, the Parties agree that they shall not seek to set aside any
8 part of the Agreement on the grounds of mistake. Moreover, the Parties understand, agree, and
9 expressly assume the risk that any fact not recited, contained, or embodied in the Agreement may
10 turn out hereinafter to be other than, different from, or contrary to the facts now known to them or
11 believed by them to be true, and further agree that the Agreement shall be effective in all respects
12 notwithstanding and shall not be subject to termination, modification, or rescission by reason of any
13 such difference in facts.

14 19.21 Regulation. In the event that any provision in this Agreement shall be affected by
15 any rule, regulation, ordinance, order, directive, or statute by any unit of government, whether state,
16 federal, or local, such rule, regulation, ordinance, order, directive, or statute shall supersede and take
17 precedence over any such provision of this Agreement to the contrary and in no event shall
18 Defendant be in violation of this Agreement nor shall this Settlement Agreement be in any way
19 affected should Defendant take any action or change any of its business practices to comply with
20 such state, federal, or local rules, regulations, ordinances, or statutes currently in force or enacted in
21 the future.

22 **XX. NOTICES**


23 Any notices, requests, demands, or other communications required or permitted to be given
24 pursuant to this Agreement, other than notice to the Class or Class Members, shall be in writing
25 and, except as provided elsewhere in this Agreement or in any communication to the Class, shall be
26 delivered personally, via overnight delivery or via postage pre-paid first class mail, as follows: (1)
27 to Class Representatives, the Class, and Class Counsel to the attention of Joseph Lavi, Esq., Lavi &
28 Ebrahimian LLP, 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211; and (2) to

1 Defendant and Counsel for Defendant to the attention of Michele Ballard Miller, Esq. and John R.
2 Carrigan, Jr., COZEN O'CONNOR, 1299 Ocean Avenue, Suite 900, Santa Monica, California
3 90401; (310) 432-0000. By written notice given in accordance herewith, each party may modify or
4 change the addressee and/or address of any person identified above or pursuant hereto as the person
5 or persons to whom all future notices shall be sent.

6 IN WITNESS WHEREOF, the Parties hereto execute this Agreement and have caused this
7 Agreement to be executed by their duly authorized representatives.

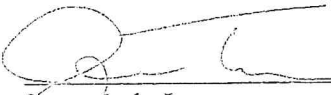
8 REPRESENTATIVE PLAINTIFF

9
10 Date: 12-04-2020

11 
12 _____
13 Marvin Alvarez
14 Personally and as Representative Plaintiff

15 DEFENDANT

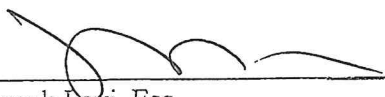
16
17 Date: 12/3/2020

18 
19 _____
20 Space-Lok, Inc.
21 By: Justin Tucker, CFO

22 APPROVED AS TO FORM

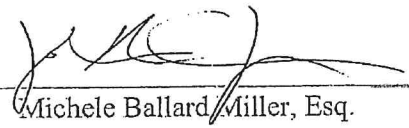
23
24 Dated: 12/4/2020

25 LAVI & EBRAHIMIAN, LLP

26
27 By: 
28 _____
29 Joseph Lavi, Esq.
30 Tielle Shu, Esq.
31 Attorneys for PLAINTIFF
32 MARVIN ALVAREZ and Other Class Members

33 Dated: 12-3-20

34 COZEN O'CONNOR

35
36 By: 
37 _____
38 Michele Ballard Miller, Esq.

MAA

John R. Carrigan, Jr., Esq.
Attorneys for Defendant
SPACE-LOK, 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

MAA