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18 Attorneys for Defendant *Johnson Matthey Inc*

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF SAN DIEGO**

21 PHUONG TRAN *et al.*

22 Plaintiffs,

23 vs.

24 JOHNSON MATTHEY, INC. *et al.*

25 Defendants.

Case No. 37-2023-00029095-CU-OE-CTL

Hon. Richard S. Whitney
Dept. 68

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

Action Filed: July 11, 2023

1 This Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims
2 (“Stipulation of Settlement” or “Settlement” or “Settlement Agreement”) is made and entered into
3 by and between (a) Plaintiffs Phuong Tran and Loan Nguyen (hereinafter referred to as “Class
4 Representative” or “Plaintiffs”), and on behalf of the Class and Aggrieved Employees (as defined
5 below), and (b) Defendant Johnson Matthey Inc. (“Defendant”) (Plaintiffs and Defendant
6 hereinafter collectively referred to as the “Parties”).

7 THE PARTIES STIPULATE AND AGREE as follows:

8 **DEFINITIONS**

9 1. “**Action**” shall mean the action entitled *Phuong Tran and Loan Nguyen v. Johnson*
10 *Matthey, Inc.*, San Diego County Superior Court, Case no. 37-2023-00029095-CU-OE-CTL.

11 2. “**PAGA Letter**” shall mean the PAGA letters Plaintiff Phuong Tran and Plaintiff
12 Loan Nguyen each submitted separately to the State of California Labor and Workforce
13 Development Agency (“LWDA”) dated July 7, 2023 that includes all claims alleged in the Operative
14 Complaint, defined below, and that were attached to the Operative Complaint as separate exhibits.

15 3. “**Class Counsel**” shall mean Lauren Vega, Esq. and Nicholas Ferraro, Esq. of Ferraro
16 Vega Employment Lawyers, Inc.

17 4. “**Class Members**” All current and former nonexempt employees of Defendant,
18 employed in California at any time during the Settlement Class Period, defined in Paragraph 5 below
19 (“Settlement Class Members”).

20 5. “**Class Period**” shall mean from January 22, 2021, through the date of Preliminary
21 Approval of the Class Settlement is granted, or a sooner date per the procedure set forth in Paragraph
22 71 below, at Defendant’s option.

23 6. “**Class Released Claims**” shall have the meaning ascribed to it in Paragraph 62(a)-
24 (c) below.

25 7. “**Class Representatives**” or “**Plaintiffs**” shall mean Plaintiffs Phuong Tran and Loan
26 Nguyen .

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1 8. **“Court”** shall mean the Superior Court of the State of California for the County of
2 San Diego.

3 9. **“Court’s Final Order and Judgment”** means the Final Order Approving Class
4 Action and PAGA Settlement and Judgment in a form to be agreed upon by the Parties and approved
5 by the Court.

6 10. **“Defendant’s Counsel”** shall mean Luis E. Lorenzana and Sarah Boxer of Littler
7 Mendelson, P.C.

8 11. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 38, below.

9 12. **“Final Approval Hearing”** shall mean the hearing where the Court shall consider,
10 without limitations, any timely objections to the Settlement from Settlement Class Members,
11 testimony from the Parties or their counsel, declarations regarding the claims process from the
12 Settlement Administrator, and otherwise make a final determination regarding the fairness of the
13 Settlement as set forth herein.

14 13. **“Gross Settlement Amount”** shall refer to Six-Hundred and Eighty-Five Thousand
15 Dollars and Zero Cents (\$685,000.00), which is the maximum amount that Defendant will pay
16 pursuant to this Settlement subject to the Escalation Clause, excluding Defendant’s share of payroll
17 taxes, which shall be paid by Defendant separately and in addition to the Gross Settlement Amount.

18 14. **“Incentive Award”** shall mean the payment made to Plaintiffs in their capacity as a
19 Class Representatives, which sum is over and above their Individual Settlement Payment, and which
20 is further provided in connection with their general release of all claims against Defendant and the
21 Released Parties as stated in Paragraph 64 below.

22 15. **“Individual Settlement Payment”** will be the portion of the Net Settlement Amount
23 payable to a Settlement Class Member.

24 16. **“Net Settlement Amount”** shall have the meaning ascribed to it in Paragraph 42,
25 below.

26 17. **“Notice of Proposed Settlement”** or **“Notice”** means the Notice of Pendency of
27 Class Action in substantially the form attached hereto as Exhibit A, and as approved by the Court.

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1 18. “**Operative Complaint**” shall mean the First Amended Class Complaint and PAGA
2 Complaint filed in the Action for (1) failure to pay minimum wages (Violations of Labor Code §§
3 1182, 1194, 1194.2, 1197, 1197.1, and 1198); (2) failure to pay overtime wages (Violations of Labor
4 Code §§ 204, 510, 558, 1194 and 1198); (3) failure to provide meal periods or pay premiums in lieu
5 thereof at the regular rate (Violation of Labor Code §§ 226.7, 512, 558 and 1198, and the applicable
6 Wage Order); (4) failure to provide rest periods or pay premiums in lieu thereof at the regular rate
7 (Violation of Labor Code §§ 226.7, 516, 558 and 1198, and the applicable Wage Order); (5) failure
8 to provide paid sick leave or supplemental paid sick leave (Violation of Labor Code §§ 200, 218,
9 246, 248.1, 248.2, and 248.6); (6) failure to pay vacation wages (Violations of Labor Code §§ 201,
10 202, 203, 227.3, 1194, and 1198); (7) failure to timely pay wages during employment (Violation of
11 Labor Code §§ 204, 204b, 210, and 218); (8) failure to furnish timely and accurate wage statements,
12 and keep payroll records (Violation of Labor Code §§ 204, 226, 1174 and 1174.5); (9) failure to
13 timely pay wages upon termination of employment (Violation of Labor Code §§ 201, 202, 203, 218,
14 218.5 and 218.6); (10) violation of California’s Unfair Competition Law based upon the alleged
15 Labor Code violations (Violation of Business & Professions Code § 17200 *et seq.*); and (11)
16 Violation of the California Private Attorneys General Act of 2004 (Labor Code §§ 558 and 2698, *et*
17 *seq.*) predicated on the same or similar facts and/or claims alleged in the Lawsuit and/or any PAGA
18 letter sent to the LWDA by Plaintiffs in or prior to the Lawsuit, as well as any other claims that
19 could have been pled under the California Labor Code and California Industrial Welfare
20 Commission Wage Orders.

21 19. “**PAGA**” shall mean the California Labor Code Private Attorneys General Act,
22 Labor Code §§ 2698 *et seq.*

23 20. “**PAGA Employee**” or “Aggrieved Employee” shall mean all persons who are Class
24 Members who were employed at any time during the PAGA Period, defined in Paragraph 23 below,
25 and who are represented by the Plaintiffs and the LWDA.

26 21. “**PAGA Payment**” shall mean the payment to the LWDA and the PAGA Employees
27 in settlement of all claims for PAGA penalties.

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1 22. "PAGA Employee Payments" shall mean the payment issued to each PAGA
2 Employee for his/her/their share of the PAGA Payment.

3 23. "PAGA Period" shall mean from September 11, 2022 through the date of
4 Preliminary Approval of the Class Settlement, or a sooner date per the procedure set forth in
5 Paragraph 71 below, at Defendant's option.

6 24. "Parties" shall refer to the Plaintiffs and Defendant, each of whom is a "Party."

7 25. "Released Parties" collectively shall include Defendant and any of its past, present
8 and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, including
9 but not limited to Johnson Matthey Medical Device Components LLC, as well as each of its past,
10 present and future officers, directors, employees, partners, members, shareholders, agents, attorneys,
11 insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant .

12 26. "Settlement Administrator" shall mean CPT Group.

13 27. "Settlement Class Members" shall mean the individual Class Members who did not
14 opt out of the Settlement by submitting a valid request for exclusion as described in Paragraph 55.

15 RECITALS

16 28. In the Action, Plaintiffs alleged causes of action for: (1) failure to pay minimum
17 wages (Violations of Labor Code §§ 1182, 1194, 1194.2, 1197, 1197.1, and 1198); (2) failure to pay
18 overtime wages (Violations of Labor Code §§ 204, 510, 558, 1194 and 1198); (3) failure to provide
19 meal periods or pay premiums in lieu thereof at the regular rate (Violation of Labor Code §§ 226.7,
20 512, 558 and 1198, and the applicable Wage Order); (4) failure to provide rest periods or pay
21 premiums in lieu thereof at the regular rate (Violation of Labor Code §§ 226.7, 516, 558 and 1198,
22 and the applicable Wage Order); (5) failure to provide paid sick leave or supplemental paid sick
23 leave (Violation of Labor Code §§ 200, 218, 246, 248.1, 248.2, and 248.6); (6) failure to pay
24 vacation wages (Violations of Labor Code §§ 201, 202, 203, 227.3, 1194, and 1198); (7) failure to
25 timely pay wages during employment (Violation of Labor Code §§ 204, 204b, 210, and 218); (8)
26 failure to furnish timely and accurate wage statements, and keep payroll records (Violation of Labor
27 Code §§ 204, 226, 1174 and 1174.5); (9) failure to timely pay wages upon termination of
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1 employment (Violation of Labor Code §§ 201, 202, 203, 218, 218.5 and 218.6); (10) violation of
2 California’s Unfair Competition Law based upon the alleged Labor Code violations (Violation of
3 Business & Professions Code § 17200 *et seq.*); and (11) Violation of the California Private Attorneys
4 General Act of 2004 (Labor Code §§ 558 and 2698, *et seq.*) predicated on the same or similar facts
5 and/or claims alleged in the Lawsuit and/or any PAGA letter sent to the LWDA by Plaintiffs in or
6 prior to the Lawsuit, as well as any claims that could have been pled under the California Labor
7 Code and California Industrial Welfare Commission Wage Orders.

8 29. Following exchange and extensive review of relevant documents and class data, on
9 March 5, 2024, the Parties engaged in a full-day mediation with experienced wage and hour class
10 action mediator Francis J. (“Tripper”) Ortman III, Esq., which resulted in a settlement.

11 30. Defendant denies any liability or wrongdoing of any kind whatsoever associated with
12 the claims in the Action, and further denies that, for any purpose other than settling this Action, this
13 Action is appropriate for class action or representative treatment.

14 31. It is the Parties’ desire to fully, finally and forever settle, compromise and discharge
15 all disputes and claims arising from or related to the allegations of this Action, as to each other.

16 32. It is the Parties’ intention that this Stipulation of Settlement shall constitute a full and
17 complete settlement and release of all Class Released Claims and all PAGA Claims (as defined in
18 Paragraphs 62 and 63 below) against all Released Parties.

19 33. It is the Parties’ intention that this Settlement shall not become effective until the
20 Effective Date, as defined in Paragraph 38, below.

21 34. Class Counsel have conducted a thorough investigation into the facts of this Action,
22 including an extensive review of relevant documents and data, and have diligently pursued an
23 investigation of the Class Members’ claims against Defendant. Based on their own independent
24 investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
25 fair, reasonable and adequate and is in the best interest of the Class Members in light of all known
26 facts and circumstances, including the risks of the class not being certified and the defenses asserted
27 by Defendant. Defendant and Defendant’s Counsel also agree that the Settlement is in the best
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1 interests of the Class Members. Counsel for the Parties further agree that the Settlement is fair,
2 reasonable and adequate with respect to the civil penalties sought pursuant to PAGA.

3 35. The Parties agree to cooperate and take all steps necessary and appropriate to
4 consummate this settlement in accordance with the terms of this Stipulation of Settlement.

5 **TERMS OF SETTLEMENT**

6 36. In consideration of the mutual covenants, promises and agreements set forth herein,
7 the Parties agree, subject to the Court’s approval, to the terms herein.

8 37. It is agreed by and between Plaintiffs and Defendant to settle and resolve the Action,
9 the Class Released Claims, the PAGA Claim and the Claims by Class Representatives (as set forth
10 in Paragraphs 62-64 below), subject to the terms and conditions set forth in this Stipulation of
11 Settlement and the Court’s approval.

12 38. Effective Date: The Settlement embodied in this Stipulation of Settlement shall
13 become effective when all of the following events have occurred (“Effective Date”): (i) this
14 Stipulation of Settlement has been executed by Plaintiffs and Defendant; (ii) the Court has given
15 preliminary approval to the Settlement; (iii) the Notice has been sent to the Class Members,
16 providing them the opportunity to object to the Settlement, and the opportunity to opt out of the
17 Settlement; (iv) the Notice has been sent to the LWDA; (v) the Court has held a final fairness hearing
18 and entered the Court’s Final Order and Judgment; and (vi) the later of the following events: (A) if
19 there are no objections, the date the Court grants Final Approval; (B) if one or more class members
20 objects to the settlement, five (5) calendar days after the period for filing any appeal, writ or other
21 appellate proceeding opposing the Final Approval has elapsed without any appeal, writ or other
22 appellate proceeding having been filed (*i.e.*, sixty-five (65) days from the date the court grants final
23 approval); or (C) if any appeal, writ, or other appellate proceeding opposing Final Approval has
24 been filed, five (5) business days after any appeal, writ or other appellate proceeding opposing the
25 Settlement has been dismissed finally and conclusively with no right to pursue further remedies or
26 relief. If the Court declines to approve the Settlement, the entire Stipulation of Settlement is deemed
27 void and unenforceable as if no settlement of any claim was ever reached. All negotiations,
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1 statements, proceedings and data relating thereto shall be protected by California Evidence Code
2 §1152 and shall be without prejudice to the rights of any of the Parties.

3 39. Gross Settlement Amount: To implement the terms of this Settlement, Defendant
4 agrees to pay a maximum total payment of Six-Hundred and Eighty-Five Thousand Dollars and
5 Zero Cents (\$685,000.00) (the “Gross Settlement Amount”), which includes payments to Settlement
6 Class Members (excluding any appropriate and lawfully required employer-side payroll taxes owed
7 by Defendant on such payments which Defendant shall be separately responsible for apart from the
8 Gross Settlement Amount), the Incentive Award to the Class Representatives, the PAGA Payment,
9 the Settlement Administrator’s fees and costs, approved attorneys’ fees and litigation costs, and any
10 other payments provided by this Settlement. Except as otherwise specified herein, Defendant shall
11 not be required to pay any additional monies beyond the amount of the Gross Settlement Amount
12 plus the employer-side payroll taxes. Further, no portion of the Gross Settlement Amount shall
13 revert to Defendant, and any amount of the Gross Settlement Amount not required to pay the above-
14 referenced amounts shall be paid to the Settlement Class Members on a pro rata basis according to
15 the formula contained herein.

16 40. Tax Treatment of the Gross Settlement Amount: The Parties agree that the Gross
17 Settlement Amount will qualify as a settlement fund pursuant to the requirements of section
18 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section 1.468B-1. *et seq.* of the
19 income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the
20 “Administrator” of the qualified settlement funds for purposes of section 1.46B-2(k) of the income
21 tax regulations. As such, all taxes imposed on the gross income of the Gross Settlement Amount
22 and any tax-related expenses arising from any income tax return or other reporting document that
23 may be required by the Internal Revenue Service or any state or local taxing body will be paid from
24 the Gross Settlement Amount, except the Defendant’s share of the employer payroll taxes.

25 41. Funding of Settlement Amount: Within twenty-one (21) calendar days after the
26 Effective Date, Defendant shall transfer to the Settlement Administrator an amount equal to the
27 Gross Settlement Amount plus the employer’s share of payroll taxes. The delivery of the Gross
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1 Settlement Amount and the employer's share of payroll taxes to the Settlement Administrator shall
2 constitute full and complete discharge of the entire obligation of Defendant under this Settlement.
3 Once Defendant has made such payments, Defendant will be deemed to have satisfied all terms and
4 conditions under this Settlement, Defendant and the Released Parties shall be entitled to all
5 protections afforded to Defendant and the Released Parties under this Settlement, and Defendant
6 and the Released Parties shall have no further obligations under the terms of the Settlement
7 regardless of what occurs with respect to those sums.

8 42. Allocation of the Gross Settlement Amount: After the deduction of the amounts
9 approved for the Incentive Award to the Class Representatives, the PAGA Payment, the Settlement
10 Administrator's costs, and Class Counsel's fees and expenses from the Gross Settlement Amount,
11 the remainder shall be referred to as the "Net Settlement Amount". Subject to Court approval and
12 the conditions specified in this Agreement, and in consideration of the mutual covenants and
13 promises set forth herein, the Parties agree that the Gross Settlement Amount shall encompass the
14 following: (1) Class Counsel's fees and expenses; (2) the Plaintiffs' Incentive Award; (3) the
15 Settlement Administrator's costs; (4) the PAGA Payment (including both the PAGA payment to the
16 LWDA and the PAGA Settlement Checks to PAGA Employees); and (5) the Net Settlement
17 Amount.

18 Settlement Class Members will receive a share of the Net Settlement Amount. The Parties
19 agree that twenty-five percent (25%) of the Net Settlement Amount distributed to each Settlement
20 Class Member will be considered wages, and will be reported as such to each Settlement Class
21 Member on an IRS Form W-2. The Parties agree that seventy-five percent (75%) of the Net
22 Settlement Amount distributed to each Settlement Class Member will be considered penalties and
23 interest, and will be reported as such to each Settlement Class Member on an IRS Form 1099 misc.,
24 if applicable. The foregoing tax allocation shall not apply to the Incentive Award paid to Plaintiffs
25 as the Plaintiffs will receive a 1099 for the total sum of the Incentive Award. The Parties further
26 agree that the PAGA payment distributed to each PAGA Member will be treated entirely as civil
27 penalties, and will be reported as such to each PAGA Member on an IRS Form 1099 misc., if
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1 applicable.

- 2 a. The Net Settlement Amount shall be divided among the Settlement Class Members
3 on a pro-rata basis, based upon the following:
- 4 1. Each Settlement Class Member's workweeks worked count, which
5 shall be the sum of the total number of workweeks the Settlement
6 Class Member worked during the Class Period;
 - 7 2. Divided by the combined sum of all Settlement Class Members'
8 workweek count; and,
 - 9 3. Multiplied by the value of the Net Settlement Amount.
- 10 b. The Parties agree that if any Settlement Class Member disputes the basis for
11 determining their share of the Settlement, Defendant's records shall presumptively
12 control unless the Settlement Class Member can produce documentary evidence of
13 other workweeks worked during the relevant time period. The Parties further agree
14 that any dispute that cannot be resolved by Class Counsel and Defendant's counsel
15 may be brought before the Court before final approval of the Class Settlement.
- 16 c. To the extent that amounts in Paragraphs 46 and 47 below are not approved by the
17 Court, such amounts will be reallocated to the Net Settlement Amount unless
18 allocated otherwise by agreement of the Parties, with approval of the Court.
- 19 d. Within fourteen (14) calendar days of the transfer of the Gross Settlement Amount
20 to the Settlement Administrator, and only upon the Effective Date being met, the
21 Settlement Administrator shall issue to each Settlement Class Member his/her/their
22 Individual Settlement Payment.
- 23 e. A Class Member must cash his or her Individual Settlement Payment check within
24 180 calendar days after it is mailed to him or her. If a check is returned to the
25 Settlement Administrator, the Settlement Administrator will make all reasonable
26 efforts to re-mail it to the Class Member at his or her correct address. If any Class
27 Member's Individual Settlement Payment check is not cashed within 120 days of its
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1 initial issuance to the Class Member, the Settlement Administrator will send the
2 Class Member a letter, dated 120 days from the initial mailing, informing him or her
3 that, unless the check is cashed within 60 days of the date of this letter, it will expire
4 and become non-negotiable, and offer to replace the check if it was lost or misplaced
5 but not cashed. If the check remains uncashed at the expiration of the 60-day period
6 after this interim notice, the Settlement Administrator will keep an accounting of
7 such funds, including the identification of the Class Member. The Settlement
8 Administrator will then disburse said funds to the State of California State
9 Controller's Office, in the Class Member's name, to be held as unclaimed property
10 for the Class Member. In such event, the Class Member will nevertheless remain
11 bound by the Settlement and the releases contained herein.

12 43. PAGA Payment: Subject to the Court's Approval, up to a maximum of Forty
13 Thousand Dollars and Zero Cents (\$40,000.00) shall be allocated as the PAGA Payment. Thirty
14 Thousand Dollars and Zero Cents (\$30,000.00), representing 75% of the PAGA Payment, shall be
15 paid to the LWDA. Ten Thousand Dollars and Zero Cents (\$10,000.00), representing 25% of the
16 penalties paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA Employee
17 Payments. The PAGA Employees shall release their PAGA claims in their entirety and may not opt
18 out of or object to the PAGA release. To arrive at the PAGA Employee Payments, the portion of
19 the PAGA Payment allocated to the PAGA Employees shall be divided among the PAGA
20 Employees on a pro-rata basis, based upon the following:

- 21 a. Each PAGA Employee's pay period count, which shall be the total number of pay
22 periods the PAGA Employee worked during the PAGA Period;
- 23 b. Divided by the combined sum of all PAGA Employees' pay period counts; and
- 24 c. Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA
25 Employees.

26 44. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual
27 Settlement Payments, PAGA Employee Payments, and the Incentive Award shall not be utilized to
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1 calculate or accrue any additional benefits under any benefit plans to which any Plaintiff, Settlement
2 Class Members and/or PAGA Employee may be eligible including, but not limited to: retirement
3 plans, profit-sharing plans, bonus or incentive plans, 401(k) plans, stock purchase plans, vacation
4 plans, paid time off or PTO plans, sick leave plans, pension plans, or any other benefit plan
5 whatsoever. It is the Parties' intention that this Agreement will not affect any rights, contributions,
6 or amounts to which Plaintiffs, Settlement Class Members and/or PAGA Employees may be entitled
7 under any benefit plans.

8 45. Settlement Administrator: The Settlement Administrator shall be CPT Group (the
9 "Settlement Administrator"). The Settlement Administrator will maintain acceptable electronic and
10 physical security protocols to adequately protect and safeguard the private employee information it
11 will have access to as a result of the claims process. The fees and expenses of the Settlement
12 Administrator, which is currently estimated not to exceed approximately Fifteen-Thousand Dollars
13 and Zero Cents (\$15,000.00), shall be paid through the Gross Settlement Amount.

14 46. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Class Counsel
15 shall seek attorneys' fees which shall not exceed 33.33% of the Gross Settlement Amount not to
16 exceed Two-Hundred Twenty-Eight Thousand Three-Hundred and Ten Dollars and Fifty Cents
17 (\$228,310.50), and reimbursement of actual costs and expenses associated with Class Counsel's
18 litigation and settlement of the Action, in an amount not to exceed Thirty-Five Thousand Dollars
19 and Zero Cents (\$35,000.00), subject to approval by the Court. Defendant will not object to Class
20 Counsel's application for attorneys' fees and costs in these amounts. The amount set forth above
21 will cover all work performed and all fees and costs incurred to date, and all work to be performed
22 and all fees and costs to be incurred in the future in connection with the approval by the Court of
23 this Stipulation of Settlement, and the administration of the Settlement. Should Class Counsel
24 collectively request a lesser amount, or should the Court approve a lesser amount of attorneys' fees
25 and/or attorneys' costs, the difference between the lesser amount and the maximum amount set forth
26 above shall be added to the Net Settlement Amount. No Class Counsel shall be entitled to further
27 fees or costs from Defendant if it or they elect to appeal any reduction in the requested fee or cost

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1 award. Any reduction by the Court of Class Counsel's claimed attorneys' fees and/or reasonable
2 costs/expenses shall not be sufficient grounds to void the Settlement. Plaintiffs and Defendant shall
3 bear their own attorney's fees and costs, except as provided herein.

4 47. Class Representatives' Incentive Award: Subject to the Court's approval, the Class
5 Representatives will each be paid an Incentive Award in an amount up to a maximum of Ten
6 Thousand Dollars and Zero Cents (\$10,000.00) in recognition for Plaintiffs service as Class
7 Representatives, which shall be paid from the Gross Settlement Amount. Defendant will not object
8 to Class Counsel's application for Court approval of an Incentive Award to the Class
9 Representatives in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00). It is
10 understood that the Incentive Award is in addition to any claimed Individual Settlement Payment or
11 PAGA Employee Payment to which Plaintiffs are entitled. The Incentive Award shall not be
12 deemed wages and will be reported on an IRS Form 1099-MISC, if applicable.

13 48. Tax Forms: The Settlement Administrator shall be responsible for issuing the
14 payments and withholding all required state and federal taxes in accordance with this Stipulation of
15 Settlement. The Settlement Administrator will issue IRS Forms 1099 with respect to the amounts
16 paid as interest and penalties to the Settlement Class Members and PAGA Employees. The
17 Settlement Administrator will also issue IRS Forms 1099 to: (1) Plaintiffs for the Incentive Award;
18 and (2) Class Counsel for the amount paid for approved fees and costs. The Settlement
19 Administrator will be responsible for preparing these forms correctly. The Settlement Administrator
20 shall also be responsible for submitting Defendant's share of payroll taxes to the appropriate
21 government agencies on behalf of Defendant. Plaintiffs and Class Counsel will be responsible for
22 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
23 received.

24 49. Indemnification: Plaintiffs and Class Counsel acknowledge and agree that they are
25 and will be responsible for the payment of any and all Federal, State, and Local taxes or penalties
26 associated with their respective allocated portions of the payments described herein, and agree to
27 indemnify, defend, and hold Defendant and the Released Parties harmless from any and all claims
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1 by any Federal, State, or Local taxing authority that Plaintiffs or Class Counsel failed to pay or
2 underpaid their or her or his share of taxes associated with the payments set forth in this Settlement.
3 The Parties acknowledge and agree that Class Counsel is not responsible for the payment of any
4 Federal, State, and Local taxes or penalties associated with payments to Plaintiffs and Class
5 Members.

6 **NOTICE TO THE SETTLEMENT CLASSES**

7 50. Within twenty-one (21) calendar days of preliminary approval of this Settlement by
8 the Court, Defendant shall provide to the Settlement Administrator a database containing the
9 following information (“Class Member List”):

- 10 a. The full name, last known address, and full social security number of all Class
11 Members; and
12 b. The information necessary to determine the estimated settlement allocation to each
13 Class Member, including: (i) The total number of workweeks worked by each Class
14 Member within the Class Period; and (ii) The total number of pay periods worked by
15 each PAGA Employee within the PAGA Period.

16 51. The Settlement Administrator (along with any of its agents) shall represent and
17 warrant that it will: (1) provide reasonable and appropriate administrative, physical and technical
18 safeguards, including a reasonable security protocol, for any personally identifiable information
19 (“PII”), which it receives from Defendant’s Counsel and/or Class Counsel; (2) not disclose the PII
20 to third parties, including agents or subcontractors, without Defendant’s consent; (3) not disclose or
21 otherwise use the PII other than to carry out its duties as set forth herein; and (4) promptly provide
22 Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or
23 destruction. The Settlement Administrator may provide notice to both Parties if the PII is subject
24 to unauthorized access, use, disclosure, modification or destruction; however, all additional
25 communications from the Settlement Administrator regarding the scope, circumstances, and
26 substance shall be communicated solely to Defendant.

27 52. The Settlement Administrator shall send a Notice to each Class Member by first class
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1 mail within fourteen (14) calendar days of receipt of the Class Member List. Prior to mailing the
2 Notice, the Settlement Administrator shall update the addresses of the Class Members by reference
3 to the National Change of Address Database maintained by the United States Postal Service. If a
4 Notice is returned as non-deliverable but with a forwarding address, the Settlement Administrator
5 shall resend the Notice to the forwarding address. If a Notice is returned as non-deliverable with no
6 forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate the
7 most current address of the person to whom the Notice was addressed, and shall resend the Notice
8 to any updated address within five (5) calendar days. The Settlement Class shall have an additional
9 fifteen (15) calendar days from the date of re-mailing to object, opt-out or dispute workweeks, or
10 pay periods. Upon completion of these steps, the Parties shall be deemed to have satisfied their
11 obligations to provide the Notice to the affected Class Members.

12 53. The Settlement Administrator shall provide to the Court, concurrently with
13 Plaintiffs' Motion for Final Approval, a declaration of due diligence and proof of mailing with
14 regard to the mailing of the Notices.

15 54. The Settlement Administrator shall also be responsible for:

- 16 a. Mailing the Notice as directed by the Court;
- 17 b. Consulting with counsel for the Parties concerning any relevant issue, including
18 (without limitation) the estimated amounts of approximate Individual Settlement
19 Payments, PAGA Employee Payments, and the acceptance of any late or deficient
20 disputes;
- 21 c. Keeping track of timely and proper requests for exclusion;
- 22 d. Calculation of the Individual Settlement Payments, PAGA Employee Payments, and
23 the PAGA Payment to the LWDA;
- 24 e. Providing weekly status reports to counsel for the Parties, including: (a) the number
25 of Notices mailed (including information regarding undeliverable and/or emailed
26 Notices); (b) the number of disputes received (and sending copies of said disputes);
27 (c) the number of objections received; and (d) the number of requests for exclusion
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1 received;

2 f. Notifying Counsel for Defendant of the wiring instructions to fund the Settlement
3 Amount as approved by the Court;

4 g. Distributing and paying the Incentive Award, Individual Settlement Payments,
5 PAGA Employee Payments, the PAGA Payment to the LWDA, and fees and costs
6 awarded to Class Counsel;

7 h. Issuing tax forms and addressing employer and employee-side payroll taxes; and

8 i. Such other tasks as the Parties mutually agree or the Court orders the Settlement
9 Administrator to perform, including responding to questions from Class Members.

10 **REQUESTS FOR EXCLUSION**

11 55. Each Class Member shall have forty-five (45) calendar days from the mailing of the
12 Notice within which to complete and postmark a written request for exclusion, for return to the
13 Settlement Administrator. The request need not be in any particular form and will be considered a
14 valid request for exclusion so long as it communicates a clear desire by the Settlement Class Member
15 not to be included in the Settlement and/or Settlement Class, and identifies his/her/their full name,
16 date of birth, and current address along with his/her/their signature. No requests for exclusion shall
17 be accepted if postmarked after the forty-five (45) calendar day period for the filing of exclusions.
18 Class Members are responsible to maintain a photocopy of their request for exclusion, reflecting
19 that it was submitted in a timely manner. Any disputes regarding the timeliness of a request for
20 exclusion or whether a written communication constitutes a valid request that cannot be resolved
21 between the Parties shall be determined by the Court, whose determination shall be final.

22 56. Any Class Member who validly excludes himself/herself/themself from this
23 Settlement shall not be bound by the Class Released Claims and shall not be entitled to any portion
24 of the Net Settlement Amount.

25 57. If ten percent (10%) or more of the Class Members opt out of the Settlement by
26 submitting valid and timely requests for exclusion, Defendant shall have the sole and absolute
27 discretion to rescind/void the Settlement Agreement within fifteen (15) calendar days after receiving
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1 from the Settlement Administrator the final list of requests for exclusion. Defendant agrees to meet
2 and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement.
3 In the event that Defendant elects to rescind/void the Settlement Agreement, Defendant shall
4 provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect
5 as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the
6 Settlement Agreement shall become null and void and have no further force or effect. The Parties
7 specifically agree not to solicit opt-outs, directly or indirectly, through any means.

8 **OBJECTIONS TO THE SETTLEMENT**

9 58. Each Class Member shall have forty-five (45) calendar days from the mailing of the
10 Notice, or such number of days as the Court shall specify, within which to postmark an objection,
11 for return to the Settlement Administrator. Any Class Member who does not affirmatively opt out
12 of the Settlement by submitting a valid and timely request for exclusion may object to the approval
13 of the class action settlement (“Objecting Class Member”). Any Class Member who makes a timely
14 request for exclusion has waived their right to object. The Objecting Class Member shall: (1) submit
15 a written objection with the Settlement Administrator containing (a) the full name and current
16 address of the Objecting Class Member and (b) the specific reason(s) for the objection; and (2) also
17 provide any and all evidence and supporting papers (including, without limitation, all briefs, written
18 evidence, and declarations) to be considered by the Court. The Settlement Administrator shall
19 provide copies of any and all written objections from Objecting Class Members to the Parties, who
20 in turn will submit the same to the Court. Any Objecting Class Member who wishes to appear at the
21 Final Approval Hearing to be heard orally in support of, or in opposition to the class action
22 settlement, must so state in the objection. Class Members shall have no right to object to the PAGA
23 release or PAGA Payment.

24 59. Any Class Member who fails to timely submit an objection shall be foreclosed from
25 making any objection to this Settlement or from filing an appeal of the Court’s Final Order and
26 Judgment unless otherwise ordered by the Court.

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1 60. Counsel for the Parties shall file any response to the objections submitted by
2 Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final
3 Approval Hearing.

4 61. At no time shall any of the Parties or their counsel seek to solicit or otherwise
5 encourage Class Members to submit written objections to the Settlement or to appeal from the
6 Court's Final Order and Judgment. Class Counsel shall not represent any Class Members with
7 respect to any such objections to this Settlement.

8 **RELEASE OF CLAIMS BY CLASS REPRESENTATIVES, SETTLEMENT CLASS**
9 **MEMBERS, AND PAGA EMPLOYEES**

10 62. The "Class Released Claims". Upon Final Approval by the Court and the funding of
11 the Gross Settlement Amount in accordance with Paragraph 41, Plaintiffs and the Class Members
12 hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised,
13 relinquished and discharged all claims pled in the Operative Complaint and all claims and which
14 could have been alleged under state or federal law based upon the same or similar facts, allegations
15 and/or claims pled in the Action or in any letter by Plaintiffs to the LWDA, against Defendant and
16 the Released Parties (as defined above), for work performed during the Class Period, including the
17 following:

- 18 a. The Claims set forth in the Operative Complaint, specifically: (1) failure to pay
19 minimum wages (Violations of Labor Code §§ 1182, 1194, 1194.2, 1197, 1197.1,
20 and 1198); (2) failure to pay overtime wages (Violations of Labor Code §§ 204, 510,
21 558, 1194 and 1198); (3) failure to provide meal periods or pay premiums in lieu
22 thereof at the regular rate (Violation of Labor Code §§ 226.7, 512, 558 and 1198, and
23 the applicable Wage Order); (4) failure to provide rest periods or pay premiums in
24 lieu thereof at the regular rate (Violation of Labor Code §§ 226.7, 516, 558 and 1198,
25 and the applicable Wage Order); (5) failure to provide paid sick leave or
26 supplemental paid sick leave (Violation of Labor Code §§ 200, 218, 246, 248.1,
27 248.2, and 248.6); (6) failure to pay vacation wages (Violations of Labor Code §§

1 201, 202, 203, 227.3, 1194, and 1198); (7) failure to timely pay wages during
2 employment (Violation of Labor Code §§ 204, 204b, 210, and 218); (8) failure to
3 furnish timely and accurate wage statements, and keep payroll records (Violation of
4 Labor Code §§ 204, 226, 1174 and 1174.5); (9) failure to timely pay wages upon
5 termination of employment (Violation of Labor Code §§ 201, 202, 203, 218, 218.5
6 and 218.6); (10) violation of California’s Unfair Competition Law based upon the
7 alleged Labor Code violations (Violation of Business & Professions Code § 17200
8 *et seq.*); and (11) Violation of the California Private Attorneys General Act of 2004
9 (Labor Code §§ 558 and 2698, *et seq.*) predicated on the same or similar facts and/or
10 claims alleged in the Lawsuit and/or any PAGA letter sent to the LWDA by Plaintiffs
11 in or prior to the Lawsuit, as well as any claims that could have been pled under the
12 California Labor Code and California Industrial Welfare Commission Wage Orders.

13 b. Any claims for damages, penalties, injunctive relief, declaratory relief, or restitution
14 which were alleged or which could have been alleged under the facts, allegations
15 and/or claims pleaded in the complaints filed as part of the Action;

16 c. Any and all other claims under California common law, federal law, or the California
17 Business and Professions Code that were alleged or that could have been alleged
18 under the same or similar facts, allegations and/or claims pleaded in the Operative
19 Complaint and based on the alleged Labor Code violations.

20 d. The claims set forth in subparagraphs (a)-(c) hereinabove shall be collectively
21 referred to as the “Released Claims.”

22 63. Release of PAGA Claims. Upon Final Approval by the Court and the funding of the
23 Gross Settlement Amount in accordance with Paragraph 41, the State of California, Plaintiffs and
24 the PAGA Employees hereby do and shall be deemed to have fully, finally, and forever released,
25 settled, compromised, relinquished and discharged any and all of the Released Parties of and from
26 any and all claims for violation of the California Private Attorneys General Act of 2004 (Labor Code
27 § 2698, *et seq.*) (“PAGA claims”) predicated on the facts and/or claims alleged in the Action and/or
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1 in any PAGA Letter sent to the LWDA by Plaintiffs, as well as any claims that could have been pled
2 under the California Labor Code or the California Industrial Welfare Commission Wage Orders. To
3 the extent the LWDA has released the PAGA claims in connection with this Agreement, no PAGA
4 Employee may pursue the same PAGA claims released here in another action. The PAGA
5 Employees are collaterally estopped from pursuing the PAGA claims released and compromised by
6 the LWDA. The PAGA Employees will be issued a check for their share of the PAGA Payment
7 and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the
8 PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of the
9 PAGA Claims regardless of whether they cash or deposit their PAGA Employee Payment or opt out
10 of being a Settlement Class Member in accordance with Paragraph 55.

11 64. Release of Claims by Class Representatives. Upon Final Approval by the Court and
12 the funding of Gross Settlement Amount in accordance with Paragraph 41, and as a condition of
13 receiving any portion of their Incentive Award, the Class Representatives, for themselves only,
14 agree to the additional following General Release: In consideration of Defendant's promises and
15 agreements as set forth herein, the Class Representatives hereby fully release the Released Parties
16 from any and all Class Released Claims and also generally release and discharge the Released
17 Parties from any and all any claims for wages, bonuses, severance pay, vacation pay, penalties,
18 employment benefits, stock options, violation of any personnel policy, and any and all claims arising
19 from their employment or as a result of the termination of their employment including claims based
20 on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any
21 kind whatsoever, whether arising out of any common law torts, any contracts (express or implied),
22 any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of
23 negligence, any theory of retaliation, any legal restriction on Defendant's right to terminate the
24 employment relationship, any federal, state, or other governmental statute, executive order,
25 regulation or ordinance, or any common law principle, or any other basis whatsoever, to the fullest
26 extent provided by law. Class Representatives shall be deemed to have, and by operation of the Final
27 Order and Judgment shall have, expressly waived and relinquished to the fullest extent permitted by
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1 law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other
2 similar provision under federal or state law that purports to limit the scope of a general release. Class
3 Representatives, for themselves, have read Section 1542 of the Civil Code of the State of California,
4 which provides as follows:

5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
6 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
7 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
8 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR**
9 **HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
10 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

11 The Class Representatives understand that Section 1542 gives them the right not to release existing
12 claims of which they are not now aware, unless the Class Representatives voluntarily choose to
13 waive this right. Having been so apprised, the Class Representatives nevertheless voluntarily waive
14 the rights described in Section 1542, and elect to assume all risks for claims that now exist in their
15 favor, known or unknown. The release of the claims of the Class Representatives as set forth in this
16 Paragraph is a condition precedent to enforcement of this Stipulation of Settlement.

17 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS**

18 **CERTIFICATION**

19 65. For settlement purposes only, the Parties agree that the Class Members as defined in
20 Paragraph 4 herein, and which will run through the date of preliminary approval, or a sooner date
21 per the procedure set forth in Paragraph 71 below, at Defendant's option, may be certified as a class
22 in the Action. The Parties are not certifying any PAGA claims. In support of this Agreement,
23 Plaintiffs will request that the Court certify for settlement purposes only the Class as to all non-
24 PAGA claims that have been asserted, which Defendant shall not oppose or object to.

25 66. For settlement purposes only, the Parties agree that the PAGA Period shall run from
26 the period defined in Paragraph 23 herein and set forth in Paragraph 71 below.

27 67. Class Counsel shall promptly submit this Stipulation of Settlement to the Court in
28 support of Plaintiffs' Motion for Preliminary Approval and for determination by the Court as to
whether the proposed Settlement is within the range of possible judicial approval. Promptly upon

1 execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the entry of
2 an order substantially in the following form:

- 3 a. Scheduling the Final Approval Hearing on the question of whether the proposed
4 Settlement, including payment of attorneys' fees and costs and the Incentive Award,
5 should be finally approved as fair, reasonable and adequate as to the Settlement Class
6 Members and for approval of the PAGA Settlement;
- 7 b. Certifying the Settlement Class;
- 8 c. Approving the Class Notice attached hereto as **Exhibit A**;
- 9 d. Directing the mailing of the Notice by first class mail to the Class Members and
10 PAGA Employees; and
- 11 e. Preliminarily approving the Settlement subject only to the objections of the Class
12 Members and final review by the Court.

13 68. The Parties will work cooperatively to mutually agree upon the form and content of
14 the Notice, as well as the Proposed Order Granting Preliminary Approval. Class Counsel shall
15 provide Defendant's counsel with a draft of the Preliminary Approval papers for review at least
16 seven (7) days prior to filing.

17 69. The Class Representatives and Class Counsel will not make any public disclosure of
18 the Settlement until after the filing of the motion for preliminary approval of the Settlement. The
19 Class Representatives and each Class Counsel represent that they have not made any such
20 disclosure. The Class Representatives and Class Counsel shall not encourage any Class Members to
21 opt out. Class Counsel will take all steps necessary to ensure that the Class Representatives are
22 aware of, and will encourage Class Representatives to adhere to, the restriction against any public
23 disclosure of the Settlement until after the Settlement is preliminarily approved by the Court.
24 Thereafter, Class Counsel and the Class Representatives agree not to publicize the terms of this
25 Settlement with the media, including but not limited to, any newspaper, journal, magazine, website
26 and/or online publication or reporter, or publicize the fact or the terms of this Settlement on any
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1 website. This provision is not intended to prohibit Class Counsel or Plaintiffs' communications with
2 putative class members about their respective rights under the settlement.

3 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

4 70. Following final approval by the Court of the Settlement provided for in this
5 Stipulation of Settlement, Class Counsel shall submit a proposed Final Order and Judgment in
6 providing for the following with input from Defendant's Counsel: Approving the Settlement,
7 adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its
8 terms and provisions including the approval of Class Counsel's application for an award of
9 attorneys' fees and costs and the Incentive Award to the Class Representatives. The Parties will
10 work cooperatively to mutually agree upon the form and content of the Proposed Order Granting
11 Final Approval of the Class Settlement and Approval of the PAGA Settlement and Judgment.

12 **ESCALATOR CLAUSE**

13 71. Defendant estimates that the calculated number of workweeks through March 5,
14 2024 is approximately 42,290 workweeks. If the number of workweeks during the time frame from
15 March 5, 2024 through the date of Preliminary Approval exceeds the workweek count by more than
16 10% (i.e., exceeds 46,519 workweeks), then at the option of Defendant, Defendant shall either
17 increase the Gross Settlement Amount or elect to move the end date for the Settlement Class Period
18 to the latest date before the Preliminary Approval that does not exceed 46,519. In the event
19 Defendant elects to extend the Class Period to a date whereby the total workweeks is more than
20 46,519 the Gross Settlement Amount will be increased by determining the workweek value
21 calculated based on 46,519 workweeks divided by the Gross Settlement Amount multiplied by the
22 additional number of workweeks. For example, if the total number of workweeks by the end of the
23 Class Period is 46,719 and the workweek value is \$10 per workweek, Defendant would have to
24 increase the Gross Settlement Amount by \$2,000 ($46,719 - 46,519 = 200 \times \10).

25 **VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED**

26 72. Subject to the obligations of mutual full cooperation set forth herein, either Plaintiffs
27 or Defendant may terminate this Settlement if after submitting the settlement for approval to the
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1 Court, the Court declines to enter the final approval order or judgment in substantially the form
2 submitted by the Parties, or if the Stipulation of Settlement as agreed does not become final because
3 of appellate court action. The terminating Party shall give to the other Party (through counsel)
4 written notice of its decision to terminate no later than fourteen (14) calendar days after receiving
5 notice that one of the enumerated events has occurred. Termination shall have the following effects:

- 6 (a) The Stipulation of Settlement shall be terminated and shall have no force or effect,
7 and no Party shall be bound by any of its terms.
- 8 (b) In the event the Settlement Agreement is terminated, Defendant shall have no
9 obligation to make any payments to any party, Settlement Class Member, PAGA
10 Employee or Class Counsel.
- 11 (c) The preliminary approval order, final approval order and judgment shall be vacated.
- 12 (d) The Stipulation of Settlement and all negotiations, statements and proceedings
13 relating thereto shall be without prejudice to the rights of any of the Parties, all of
14 whom shall be restored to their respective positions prior to the Settlement.
- 15 (e) Except as otherwise discoverable, neither this Stipulation of Settlement nor any
16 ancillary documents, actions, statements or filings in furtherance of settlement
17 (including all matters associated with the mediation) shall be admissible or offered
18 into evidence in the Action or any other action for any purpose whatsoever.

19 **PARTIES' AUTHORITY**

20 73. The signatories hereto hereby represent that they are fully authorized to enter into
21 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

22 **MUTUAL FULL COOPERATION**

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

4 75. The Parties and their respective counsel agree that they will not attempt to encourage
5 or discourage Class Members from filing requests for exclusion.

6 **NO PRIOR ASSIGNMENTS**

7 76. The Parties and their respective counsel represent, covenant and warrant that they
8 have not, directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
9 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
10 or right herein released and discharged except as set forth herein.

11 **NO ADMISSION**

12 77. Nothing contained herein, nor the consummation of this Stipulation of Settlement,
13 shall be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the
14 part of Defendant or any of the Released Parties. Each of the Parties hereto has entered into this
15 Stipulation of Settlement solely with the intention of avoiding further disputes and litigation with
16 the attendant inconvenience and expenses.

17 **BREACH AND ENFORCEMENT ACTIONS**

18 78. The Parties will jointly request that the Court retain jurisdiction pursuant to
19 California Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In
20 the event of a breach of this Settlement, the non-breaching Party shall provide notice to the breaching
21 party and request that the breaching party cure any alleged breach. If the breach is not cured within
22 thirty (30) days of said notice, the non-breaching party may pursue legal action or other proceeding
23 against any other breaching party or parties to enforce the provisions of this Stipulation of Settlement
24 or to declare rights or obligations under this Stipulation of Settlement. In the event of such
25 enforcement actions, the successful party or parties shall be entitled to recover from the unsuccessful
26 party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in
27 connection with any enforcement actions. All such disputes shall be resolved by the Court.

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1 **NOTICES**

2 79. Unless otherwise specifically provided herein, all notices, demands or other
3 communications given hereunder shall be in writing and shall be deemed to have been duly given
4 as of the third business day after mailing both electronically and by United States registered or
5 certified mail, return receipt requested, which shall be addressed as follows:

6 **To Plaintiffs, the Settlement Class and Class Counsel:**

7 Lauren N. Vega
8 Nicholas J. Ferraro
9 Ferraro Vega Employment Lawyers, Inc.
10 3333 Camino del Rio South, Suite 300
11 San Diego, California 92108
12 T: (619) 693-7727 / F: (619) 350-6855
13 lauren@ferrarovega.com
14 nick@ferrarovega.com

15 **To Defendant and Defendant’s Counsel:**

16 Luis E. Lorenzana
17 Sarah Boxer
18 LITTLER MENDELSON, P.C.
19 501 W. Broadway, Suite 900
20 San Diego, CA 92101
21 T: (619) 232-0441 / F: (619) 232-4302
22 llorenzana@littler.com
23 sboxer@littler.com

24 **CONSTRUCTION**

25 80. The Parties hereto agree that the terms and conditions of this Stipulation of
26 Settlement are the result of lengthy, extensive arms-length negotiations between the Parties, and this
27 Stipulation of Settlement shall not be construed in favor of or against any party by reason of that
28 Party’s or their counsel’s participation in the drafting of this Stipulation of Settlement. This
Stipulation of Settlement has been approved as to form and content by counsel for the Parties.

CAPTIONS AND INTERPRETATIONS

81. 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 Stipulation of
Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not
merely a recital.

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MODIFICATION

82. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto. Material changes, alterations, or modifications must be approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

83. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein by reference, contain 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.

BINDING ON ASSIGNS

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

COUNTERPARTS

85. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiffs and Defendant as of the date(s) set forth below:

Dated: Apr 4, 2024, 2024

Phuong Tran

Phuong Tran
Plaintiff and Class Representative

Dated: Apr 4, 2024, 2024

Loan Nguyen

Loan Nguyen
Plaintiff and Class Representative

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Dated: April 4, 2024

DocuSigned by:
Amy Donohue-Babiak
B438B25FF848465...
Amy Donohue-Babiak, on behalf of
Defendant Johnson Matthey Inc.