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 16 CORPORATION

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

19 ELOY MONDRAGON on behalf of himself  
 20 and all others similarly situated,

21 Plaintiff,

22 vs.

23 SAINT-GOBAIN PERFORMANCE  
 PLASTICS CORPORATION, a California  
 24 corporation; and DOES 1 through 50, inclusive,

25 Defendants.

Case No. 22STCV31131

**SECOND JOINT STIPULATION RE:  
 CLASS ACTION SETTLEMENT**

[Assigned for all purposes to  
 The Honorable William F. Highberger, Dept.  
 10]

Action Filed: September 22, 2022  
 FAC Filed: November 29, 2022  
 Trial Date: None

1 **TO THE COURT AND TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF**  
2 **RECORD:**

3 This Joint Stipulation Re: Class Action Settlement (hereinafter, “Stipulation” or  
4 “Settlement”) is made and entered into by and between plaintiff Eloy Mondragon (“Plaintiff”), on  
5 behalf of himself and all others similarly situated; and defendant Saint-Gobain Performance Plastics,  
6 Corp. (“Defendant”). Plaintiff and Defendant are hereinafter collectively referred to as the “Parties.”  
7 Subject to the approval of the Court, the Action is hereby being compromised and settled pursuant  
8 to the terms and conditions set forth in this Stipulation. This Stipulation shall be binding on Plaintiff,  
9 the class he purports to represent, Defendant, and on their respective counsel, subject to the terms  
10 and conditions hereof and the approval of the Court.

11 **THE PARTIES STIPULATE AND AGREE** as follows:

12 **I. DEFINITIONS**

- 13 1. The following terms, as used throughout this Stipulation are defined as follows:
- 14 a) Action. The term “Action” shall mean and refer to the legal action pending in the  
15 Superior Court of California for the County of Los Angeles, entitled *Eloy Mondragon v. Saint-*  
16 *Gobain Performance Plastics, Corp.*, Case No. 22STCV31131.
- 17 b) Check Cashing Deadline. The term “Check Cashing Deadline” shall mean one  
18 hundred eighty (180) days after an Individual Settlement Award is issued to a Class Member by  
19 check.
- 20 c) Settlement Administrator. The term “Settlement Administrator” shall refer to Apex,  
21 or any other third-party class action settlement administrator agreed to by the Parties and approved  
22 by the Court for the purposes of administering this Settlement, other than Simpluris. If a Settlement  
23 Administrator is not agreed upon by the Parties, Class Counsel shall select a Settlement  
24 Administrator on the bases of cost and competence, with the best interest of the Class in mind, subject  
25 to approval by the Court for purposes of administering this Settlement.
- 26 d) Class. The term “Class” shall mean and refer, collectively, to all Class Members.

1 e) Class Counsel. The term “Class Counsel” shall mean and refer to James Hawkins,  
2 Isandra Fernandez and Anthony Draper of James Hawkins APLC.

3 f) Class Members. The term “Class Members” shall mean: (1) Plaintiff; and (2) all  
4 current and former non-exempt employees employed by Defendant in California at any time during  
5 the Class Period (or if any such person is incompetent, deceased, or unavailable due to military  
6 service, that person’s legal representative or successor in interest evidenced by reasonable  
7 verification).

8 g) Class Period. The term “Class Period” shall mean the time period from April 8, 2021  
9 through the earlier date of the order approving Plaintiff’s Motion for Preliminary Approval of Class  
10 Action Settlement, or April 16, 2024.

11 h) Class Representative. The term “Class Representative” shall mean and refer to  
12 plaintiff Eloy Mondragon. The term “Class Representative” shall be synonymous with the term  
13 “Plaintiff”.

14 i) Court. The term “Court” shall refer to the Honorable William F. Highberger of the  
15 Superior Court of California for the County of Los Angeles, before whom the Action is pending.

16 j) Defendant. The term “Defendant” shall mean and refer to Saint-Gobain Performance  
17 Plastics Corporation.

18 k) Defendant’s Counsel. The term “Defendant’s Counsel” shall refer to Ogletree,  
19 Deakins, Nash, Smoak & Stewart, P.C., and its attorneys.

20 l) Document Receipt Deadline. The term “Document Receipt Deadline” shall mean  
21 forty-five (45) days after the Notices are mailed to Class Members by the Settlement Administrator.

22 m) Effective Date. The term “Effective Date” shall mean the date on which the Court’s  
23 Judgment becomes final, as further detailed in Paragraph 8, herein.

24 n) Final Settlement Approval Hearing. The term “Final Settlement Approval Hearing”  
25 shall mean and refer to a hearing before the Court to finally approve the Settlement as fair,  
26 reasonable, and adequate, as further detailed in Paragraph 32, herein.

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1 o) Final Settlement Papers. The term “Final Settlement Papers” shall refer to and include  
2 a Motion for Final Approval of Settlement, Motion for Attorneys’ Fees and Costs, and [Proposed]  
3 Final Approval Order and Judgment.

4 p) Individual Settlement Amount. The term “Individual Settlement Amount” shall mean  
5 a Class Member’s share of the Net Settlement Amount, as further detailed in Paragraph 21,  
6 subparagraph (f), herein.

7 q) Net Settlement Amount. The term “Net Settlement Amount” shall mean and refer to  
8 the balance of the Total Class Action Settlement Amount, after all Court-approved deductions for  
9 attorneys’ fees and actual costs to Class Counsel, the Settlement Administrator’s cost and fees, the  
10 Class Representative’s enhancement award, and the PAGA Allocation. The Net Settlement Amount  
11 is the maximum amount that will be available for distribution to Class Members, except for Plaintiff  
12 who may also receive an enhancement award subject to court approval.

13 r) Notice. The term “Notice” shall mean the Notice of Class Action Settlement, attached  
14 hereto as Exhibit 1.

15 s) PAGA Group Members. The term “PAGA Group Members” shall mean: (1) Plaintiff  
16 and (2) all current and former non-exempt employees employed in California at any time during the  
17 PAGA Period.

18 t) PAGA Period. The term “PAGA Period” shall mean the time period between  
19 September 22, 2021 through the earlier of the date of the order approving Plaintiff’s Motion for  
20 Preliminary Approval of Class Action Settlement, or April 16, 2024.

21 u) Parties. The term “Parties” shall mean and refer collectively to Plaintiff on behalf of  
22 the Class and Defendant.

23 v) Plaintiff. The term “Plaintiff” shall mean and refer to plaintiff Eloy Mondragon. The  
24 term “Plaintiff” shall be synonymous with the term “Class Representative”.

25 w) Preliminary Approval Date. The term “Preliminary Approval Date” shall mean the  
26 date that the Court enters the Preliminary Approval Order.

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1           x)     Released Parties. The term “Released Parties” shall mean and refer to Defendant and  
2 all of Defendant’s current or former parent companies, subsidiary companies, and/or related  
3 companies, partnerships, joint ventures, affiliates, divisions, and/or staffing agencies and, with  
4 respect to each of them, all of their and/or such related entities’ predecessors and successors, and,  
5 with respect to each such entity, all of its past, present, and/or future, direct and/or indirect,  
6 employees, officers, partners, principals, directors, members, stockholders, managers, owners,  
7 representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees,  
8 administrators, fiduciaries, and insurers of such programs), investors, and any other persons acting  
9 by, through, under, or in concert with any of the persons or entities listed in this subsection, and their  
10 successors.

11           y)     Stipulation. The term “Stipulation” shall refer to this document, entitled “Joint  
12 Stipulation Re: Class Action Settlement”, including all exhibits attached hereto.

13           z)     Total Class Action Settlement Amount. The term “Total Class Action Settlement  
14 Amount” shall mean One Million Two Hundred Fifty Thousand Dollars and Zero Cents  
15 (\$1,250,000.00). This is the maximum possible amount that may be paid by Defendant to resolve the  
16 Action, with the limited exceptions of: (1) Defendant’s responsibility for the employer’s share of  
17 taxes associated with the Class Members’ Individual Settlement Amounts; and (2) the additional  
18 amount to be paid, if any, due to a possible increase of the Total Class Action Settlement amount as  
19 described in Paragraph 14. The Total Class Action Settlement Amount is a non-reversionary amount  
20 that is intended to be a qualified settlement fund pursuant to 26 U.S.C. § 468B.

21           2.     Date Of This Stipulation: This Stipulation is made as of the date set forth below by  
22 and between Plaintiff, on behalf of himself and the Class, on the one hand, and Defendant, on the  
23 other hand, subject to approval of the Court.

24     **II. BACKGROUND OF THE LEGAL ACTION**

25           3.     Brief Procedural History. The Parties briefly summarize the procedural history in the  
26 Action.

1 a) Plaintiff Eloy Mondragon filed the lawsuit entitled *Eloy Mondragon v. Saint-Gobain*  
2 *Performance Plastics, Corp.*, Case No. 22STCV31131 on September 22, 2022 in the Superior Court  
3 for the County of Los Angeles. The complaint alleged the following causes of action against  
4 Defendant: (1) failure to pay lawful wages including overtime; (2) failure to provide meal periods;  
5 (3) failure to provide rest breaks; (4) failure to reimburse necessary business expenses; (5) failure to  
6 timely pay wages during employment; (6) failure to timely pay wages at termination; (7) failure to  
7 provide accurate wage statements; and (8) unfair competition.

8 b) Also on September 22, 2022, Plaintiff provided notice to the California Labor and  
9 Workforce Development Agency and Defendant concerning the following purported violations of  
10 the California, including: (1) failure to pay lawful wages including overtime; (2) failure to provide  
11 meal periods; (3) failure to provide rest breaks; (4) failure to reimburse necessary business expenses;  
12 (5) failure to timely pay wages during employment; (6) failure to timely pay wages at termination;  
13 (7) failure to provide accurate wage statements; and (8) the failure to provide suitable seats to  
14 allegedly aggrieved employees in violation of Labor Code section 1198 and Wage Order 7-2001.

15 c) On November 29, 2022, Plaintiff filed his First Amended Complaint. The First  
16 Amended Complaint alleged the following causes of action against Defendant: (1) failure to pay  
17 lawful wages including overtime; (2) failure to provide meal periods; (3) failure to provide rest  
18 breaks; (4) failure to reimburse necessary business expenses; (5) failure to timely pay wages during  
19 employment; (6) failure to timely pay wages at termination; (7) failure to provide accurate wage  
20 statements; (8) unfair competition and (9) a request for civil penalties pursuant to the PAGA.

21 4. Mediation And Settlement Agreement Reached By The Parties. On January 16, 2024,  
22 the Parties, by and through their counsel, participated in a private mediation before Louis Marlin,  
23 Esq. Those further efforts were successful with the Parties agreeing to resolve the Action in principle  
24 and on a class-wide basis. This Stipulation formalizes the settlement agreement reached by the  
25 Parties.

26 5. Investigation. The Parties have conducted a detailed and comprehensive investigation  
27 of the claims asserted against Defendant and of the applicable law. The Parties exchanged informal  
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1 discovery, which included: (a) analysis by the Parties of certain records, a complete set of payroll  
2 and time data for Defendant's non-exempt employees during the relevant timeframe, and policies  
3 pertaining to Plaintiff, Class Members, and the claims asserted in the Action; (b) research of the law  
4 applicable to Plaintiff's claims and Defendant's affirmative defenses, as well as the damages alleged  
5 by Plaintiff; (c) examination and analysis of information and documents; and (d) consideration of  
6 information disclosed at and in connection with mediation.

7       6.     Benefits of Settlement. Plaintiff and Class Counsel recognize the uncertainty and risk  
8 of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff  
9 and Class Counsel also are aware of the burdens of proof necessary to establish liability for the claims  
10 asserted in the Action, the defenses thereto, and the difficulties inherent in the Action. Based on the  
11 foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this  
12 Stipulation is a fair, adequate, and reasonable settlement, and that it is in the best interest of the Class  
13 Members. Based on their discovery and investigation, Class Counsel has determined that the  
14 settlement is well within the range of reasonableness. The settlement embodied and documented in  
15 this Stipulation is the product of extensive, arms-length negotiations, and is not the product of  
16 collusion. Likewise, Defendant has concluded that any further defense of the Action would be  
17 protracted and expensive. Substantial amounts of time, energy, and resources have been, and will  
18 continue to be, devoted to the defense of the Action unless this settlement is made. Therefore,  
19 Defendant has agreed to settle, in the manner and upon the terms set forth in this Stipulation, in order  
20 to fully and finally resolve the claims asserted in the Action.

21       7.     Denial of Wrongdoing. Defendant has denied and continues to deny each of the  
22 claims asserted by Plaintiff in the Action, as identified and referenced in Paragraph 3, above.  
23 Defendant also denies that it employed Plaintiff at any time relevant to this action. Defendant  
24 contends, among other things, that it complied at all times with the California Labor Code and  
25 applicable California Wage Orders, that it paid all wages owed to Plaintiff and Class Members, and  
26 that any claim for wage payments or penalties owed is not actionable and/or does not give rise to any  
27 liability under the California Labor Code. Defendant further contends that it complied at all times  
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1 with the provisions of the California Business & Professions Code § 17200 *et seq.* Defendant further  
2 contends that Plaintiff's individual claims are subject to arbitration. Neither this Stipulation nor any  
3 action taken to carry out the Stipulation may be construed as an admission by Defendant of any fault,  
4 wrongdoing, or liability whatsoever.

5 **III. DATE OF SETTLEMENT**

6 8. Effective Date. The Court's Judgment shall become final when all of the following  
7 events have occurred:

8 a) The Stipulation has been executed by all Parties, Class Counsel, and Defendant's  
9 Counsel;

10 b) The Court has given preliminary approval to the settlement;

11 c) Plaintiff has filed a Second Amended Complaint and supplemental PAGA letter as  
12 detailed in Paragraph 27;

13 d) The Court has held a Final Settlement Approval Hearing and has entered a Final  
14 Approval Order and Judgment, approving the Stipulation; and

15 e) In the event that objections are presented at the Final Settlement Approval Hearing  
16 either in writing or through personal attendance that are not withdrawn, upon the later of:

17 i. The date of final affirmance on an appeal of the Judgment; the expiration of the  
18 time for a petition to review the Judgment; and, if review is granted, the date of final  
19 affirmance of the Judgment following review; or

20 ii. The date of final dismissal of any appeal from the Judgment or the final dismissal  
21 of any proceeding to review the Judgment; or

22 iii. If no appeal is filed, the expiration date for filing any appeal from the Judgment.

23 f) In the event that no objections are presented at or before the Final Settlement  
24 Approval Hearing, or that any filed written objections are withdrawn prior to the Final Settlement  
25 Approval Hearing, the Court's Judgment shall become final when the conditions set forth in  
26 subparagraphs (a) through (d) of this Paragraph 8, hereinabove, have been fulfilled.

27 **IV. CLASS MEMBERS INCLUDED IN THE SETTLEMENT**

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1           9.       Scope Of The Class. The Class is defined as follows: (1) Plaintiff; and (2) All current  
2 and former non-exempt employees employed in California at any time during the Class Period.

3           10.       Class Members' Objection To This Settlement. Any Class Member may object to the  
4 Settlement by mailing a written objection to the Settlement Administrator at the address detailed in  
5 the Notice by no later than the Document Receipt Deadline, which is forty-five (45) calendar days  
6 after the date that the Settlement Administrator originally mails Notices to Class Members. Even if  
7 a Class Member fails to timely submit a written objection to the Settlement Administrator, he or she  
8 may appear at the Final Fairness Hearing to object to the Settlement. Any Class Member who does  
9 not object to the Settlement through a written objection and/or by appearing at the Final Fairness  
10 Hearing, however, may not appeal the Final Judgment. In the event that the Court approves this  
11 Settlement notwithstanding the objections of any Class Members, Class Members who object to the  
12 Settlement will nonetheless be bound by the Settlement. Class Members who have opted out of the  
13 Settlement as detailed in Paragraph 23, subparagraph (e), herein do not have standing to object to the  
14 Settlement or to file an appeal for purposes of Paragraph 8.

15           11.       Class Members' Exclusion ("Opt-Out") From This Settlement. Any Class Member  
16 may request to be excluded ("opt-out") from this Settlement by mailing a written Request for  
17 Exclusion to the Settlement Administrator by the Document Receipt Deadline as prescribed in  
18 Paragraph 23, subparagraph (e), herein. Each Class Member who submits a valid Request for  
19 Exclusion shall not be a Class Member and shall not be bound by the Settlement, except that if he or  
20 she is a PAGA Group Member, he or she will still be bound by the PAGA Release and will receive  
21 his or her proportionate share of the portion of the PAGA Payment that is allocated to PAGA Group  
22 Members. Each Class Member who has not validly and timely opted-out as prescribed in Paragraph  
23 23, subparagraph (d), herein, will be subject to the Release in full.

24           12.       Class Members and PAGA Group Members' Disputes Regarding The Number Of  
25 Qualifying Workweeks or Qualifying Pay Periods attributable to them. If a Class Member or PAGA  
26 Group Member wishes to dispute the number of Qualifying Workweeks or Qualifying Pay Periods  
27 attributed to them and listed on the Class Notice, the Class Member or PAGA Group Member must  
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1 notify the Settlement Administrator and should produce any available supporting evidence to the  
2 Settlement Administrator of the dates the Class Member or PAGA Group Member contends he or  
3 she worked during the Class Period or PAGA Period by no later than the Document Receipt  
4 Deadline. Defendant will review its records and provide information to the Settlement Administrator  
5 in response to any such disputed claim. Defendant's records will be presumed to be determinative,  
6 but the Settlement Administrator will evaluate the evidence submitted by the Class Member or  
7 PAGA Group Member and make the decision as to which dates should be applied. The determination  
8 by the Settlement Administrator will be final and binding, subject to oversight by the Court. If a  
9 person believes that he or she was wrongly excluded from being a member of the Class or PAGA  
10 Group, that person must notify the Settlement Administrator by the Document Receipt Deadline.  
11 The Parties will endeavor to resolve the issue informally. If they are unable to do so, the Parties will  
12 refer the matter to the Court for a final determination on whether relief should be provided to that  
13 individual.

14 13. Termination Provision. Defendant reserves the right to revoke this Stipulation and  
15 the settlement provided for herein prior to the Final Settlement Approval Hearing in the event that  
16 five percent (5%) or more Class Members opt out of the Settlement by submitting timely and valid  
17 Requests for Exclusion in the manner set forth in Paragraph 23, subparagraph (e), below, in which  
18 case this Stipulation will not have any force and/or effect. Defendant shall make its election within  
19 seven (7) calendar days of receipt from the Settlement Administrator of the total percentage of opt-  
20 outs. If the Settlement is voided, no payment will be made by Defendant to Plaintiff, any Class  
21 Member, or Class Counsel; and all Parties and third parties referenced in this Stipulation will bear  
22 their own costs, fees, and expenses associated with the Litigation. However, Defendant will be  
23 responsible for the costs incurred by the Settlement Administrator.

24 14. Pro Rata Increase. It is estimated that between April 8, 2021 and December 4, 2023  
25 ("the Data Period"), there were approximately 43,816 workweeks worked by the Class Members for  
26 Defendant during the Data Period according to the timekeeping data. In the event that the total  
27 number of workweeks worked by the Class Members between April 8 2021 to December 4, 2023  
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1 exceeds 43,816 by more than ten percent (10%) (*i.e.*, 48,198, or more workweeks), then the  
2 percentage above 10% shall be the Overage Factor. For example, if the actual weeks worked during  
3 the Data Period is determined to be 49,074 (*i.e.*, 12% above the 43,816 estimate), then the Overage  
4 Factor is 2%. In the event that the settlement administrator determines that there is an Overage Factor,  
5 then Defendant shall have the sole and exclusive decision to either: (a) adjust the end date of the  
6 Class Period so that the total number of workweeks during the Class Period is reduced by the Overage  
7 Factor; or (b) pay a pro rata share of the Total Class Action Settlement Amount for all workweeks  
8 worked by Class Members for Defendant that are in excess of 10% above the 43,816 workweeks  
9 worked during the Data Period. The Settlement Administrator will be responsible for determining  
10 whether a pro rata increase is necessary using the data provided by Defendant.

11 15. Finality Of Settlement. As of the Effective Date, the settlement contained herein,  
12 including the Release outlined below, shall be final and binding upon all Class Members who do not  
13 exclude themselves from the settlement, referred to as “Participating Class Member” or  
14 “Participating Class Members.”

15 **V. RELEASES**

16 16. Release By Plaintiff And Participating Class Members. As of the date that Defendant  
17 fully funds the Total Class Action Settlement Amount and employer’s share of taxes, Plaintiff and  
18 Participating Class Members release the Released Parties from the following, collectively referred  
19 to as the “Released Class Claims” during the Class Period:

20 All causes of action and factual or legal theories that were alleged in the operative complaint  
21 or reasonably could have been alleged based on the facts and legal theories contained in the  
22 operative complaint, including claims contained in the Second Amended Complaint (as  
23 described in Paragraph 27 below). including all of the following claims for relief: (a) failure  
24 to provide proper meal periods, and to properly provide premium pay in lieu thereof; (b)  
25 failure to provide proper rest periods, and to properly provide premium pay in lieu thereof;  
26 (c) failure to pay wages due, including but not limited to minimum wages, straight-time  
27 wages, overtime wages, vacation pay, sick pay, meal period premiums, rest period premiums,  
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1 reporting time wages, split differentials, and bonuses; (d) failure to reimburse for all  
2 necessary expenditures or losses; (e) failure to pay all wages timely at the time of termination  
3 and/or during employment; (f) failure to provide suitable seats; (g) failure to provide  
4 complete, accurate or properly formatted wage statements; (h) failure to provide sick pay and  
5 failure to provide information pertaining to sick pay balances, amount of sick pay available  
6 for use, and/or payments on wage statements; (i) unfair business practices that could have  
7 been premised on the claims, causes of action or legal theories of relief described above or  
8 any of the claims, causes of action or legal theories of relief pleaded in the operative  
9 complaint; (j) any other claims or penalties under the wage and hour laws pleaded in the  
10 Action; and k) all damages, penalties, interest and other amounts recoverable under said  
11 claims, causes of action or legal theories of relief, other than for all claims for civil penalties  
12 under the California Labor Code Private Attorneys General Act of 2004 (collectively, the  
13 “Released Claims”). The period of the Release shall extend to the limits of the Class  
14 Period. The res judicata effect of the Judgment will be the same as that of the Release.

15 Plaintiff and the Class Members may hereafter discover facts or legal arguments in addition  
16 to or different from those they now know or currently believe to be true with respect to the claims,  
17 causes of action and legal theories of recovery in this Action, which are the subject matter of the  
18 Released Class Claims. Regardless, the discovery of new facts or legal arguments shall in no way  
19 limit the scope or definition of the Released Class Claims, and by virtue of this Stipulation, Plaintiff  
20 and Participating Class Members shall be deemed to have, and by operation of the final judgment  
21 approved by the Court, shall have, fully, finally, and forever settled and released all of the Released  
22 Class Claims as defined in this Stipulation.

23 17. PAGA Release. As of the date Defendant fully funds the Total Class Action  
24 Settlement Amount and employer’s share of taxes, Plaintiff, the PAGA Group Members, and the  
25 State of California will release the Released Parties from the following claims for civil penalties  
26 during the PAGA Period, collectively referred to as the “Released PAGA Claims,” whether known  
27 or unknown, and irrespective of the factual or legal basis for such claims, including penalties for  
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1 those facts and legal theories contained in the Second Amended Complaint (as described in  
2 Paragraph 27 below). This release extends to Plaintiff, the PAGA Group Members, and the State of  
3 California without regard to whether any Class Member requests to be excluded from the settlement.  
4 To be clear, the scope of the PAGA release is limited to the following claims for civil penalties  
5 pursuant to the PAGA (Cal. Labor Code § 2698 *et seq.*):

6 All causes of action and factual or legal theories that were alleged in the operative complaint  
7 or reasonably could have been alleged based on the facts and legal theories contained in the  
8 operative complaint that request, seek, pursue or relate to requests for civil penalties pursuant  
9 to the PAGA (Cal. Labor Code § 2698 *et seq.*), including all of the following claims for relief:  
10 (a) failure to provide proper meal periods, and to properly provide premium pay in lieu  
11 thereof; (b) failure to provide proper rest periods, and to properly provide premium pay in  
12 lieu thereof; (c) failure to pay wages due, including but not limited to minimum wages,  
13 straight-time wages, overtime wages, vacation pay, sick pay, meal period premiums, rest  
14 period premiums, reporting time wages, split differentials, and bonuses; (d) failure to  
15 reimburse for all necessary expenditures or losses; (e) failure to pay all wages timely at the  
16 time of termination and/or during employment; (f) failure to provide suitable seats; (g) failure  
17 to provide complete, accurate or properly formatted wage statements; (h) failure to provide  
18 sick pay and failure to provide information pertaining to sick pay balances, amount of sick  
19 pay available for use, and/or payments on wage statements; (j) any other claims for civil  
20 penalties under the wage and hour laws pleaded in the Action or that are based on the same  
21 predicate facts or primary rights associated with such laws; and (j) all civil penalties and other  
22 amounts recoverable under said causes of action under California law, to the extent  
23 permissible, including but not limited to the California Labor Code and the applicable Wage  
24 Orders (collectively, the “PAGA Released Claims”). The period of the Release shall extend  
25 to the limits of the PAGA Period. The res judicata effect of the Judgment will be the same as  
26 that of the Release.

1           18.    General Release By Plaintiff. In addition to the releases set forth in the above  
2 Paragraphs 16 and 17, Plaintiff makes the additional general release of all of his individual claims as  
3 follows:

4           Plaintiff releases the Released Parties from any and all claims, actions, demands, causes of  
5 action, suits, debts, obligations, damages, rights, or liabilities of any nature and description  
6 whatsoever, known or unknown, that Plaintiff individually may possess against the Released Parties  
7 arising from Plaintiff's employment with Defendant. Plaintiff alleges that he was an employee of  
8 Defendant, which Defendant disputes. Regardless of Plaintiff's employee status, Plaintiff's  
9 individual and general release covers any and all claims during the period in which he provided  
10 services to Defendant and constitutes a release of all claims relating to services he provided to  
11 Defendant during the Class Period, irrespective of which entitles purportedly employed and/or jointly  
12 employed Plaintiff. Plaintiff hereby acknowledges that, upon receiving the sums provided pursuant  
13 to this Stipulation, he or she will have received all potential wages, damages, and penalties owing to  
14 him or her by the Released Parties, and, further, that he or she is not owed any additional wages,  
15 penalties, or damages from the Released Parties.

16           Plaintiff also agrees to expressly waive the provisions of California Civil Code section 1542,  
17 which provides as follows:

18           **A general release does not extend to claims that the creditor or releasing party does not**  
19           **know or suspect to exist in his or her favor at the time of executing the release and that,**  
20           **if known by him or her, would have materially affected his or her settlement with the**  
21           **debtor or released party.**

22 Plaintiff's general release shall cover the time period from April 8, 2021 up to the Preliminary  
23 Approval Date.

24           19. Representation Regarding Claims. Plaintiff and Class Counsel further represent that Plaintiff  
25 and Class Counsel are not currently aware of any: (a) unalleged claims in addition to, or different  
26 from, those which are finally and forever settled and released against the Released Parties by this  
27 Stipulation; and (b) unalleged facts or legal theories upon which any claims or causes of action could  
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1 be brought against Defendant, except such facts and theories specifically alleged in the operative  
2 complaint in this Action and/or the Second Amended Complaint that will be filed in this Action  
3 following Preliminary Approval of Settlement. Plaintiff and Class Counsel further represent that,  
4 other than the actions being resolved by this Stipulation, they have no current intention of asserting  
5 any other claims against Defendant in any judicial or administrative forum. Plaintiff and Class  
6 Counsel represent that they do not currently know of or represent any other persons who have  
7 expressed any interest in pursuing litigation or seeking any recovery against Defendant. The Parties  
8 acknowledge, understand and agree that the representations described in this paragraph are essential  
9 to the Stipulation and that this Agreement would not have been entered into were it not for this  
10 representation. Any misrepresentation regarding the above are deemed material breaches of this  
11 Stipulation and cause for nullification of the Stipulation pursuant to Paragraph 36.

12 **VI. AMOUNT AND DISTRIBUTION OF SETTLEMENT**

13 20. Settlement Amount. The Total Class Action Settlement Amount shall be One Million  
14 Two Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000.00). Defendant will pay the Total  
15 Class Action Settlement Amount within thirty (30) calendar days following the Effective Date by  
16 wiring that amount to the Settlement Administrator. Under no circumstances will Defendant be  
17 obligated to pay more than the amount of \$1,250,000.00 as a result of this Settlement except as  
18 provided by Paragraph 14 or as is required by Defendant paying the employer's share of taxes  
19 associated with the Settlement.

20 21. Deduction From Settlement Amount. Deductions from the Total Class Action  
21 Settlement Amount, all subject to Court approval, shall be made for:

22 a) Attorneys' Fees. Class Counsel may apply for an award of attorneys' fees, not to  
23 exceed Four Hundred Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$437,500.00).  
24 The attorneys' fees award shall be paid from the Total Class Action Settlement Amount. Defendant  
25 agrees not to oppose any such applications that are consistent with this paragraph. The amount of  
26 attorneys' fees shall include all past and future attorneys' fees incurred in the Action, including,  
27 without limitation, all time expended by Class Counsel in the Action or in defending the Stipulation  
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1 and securing final approval of the Stipulation (including any appeals thereof). Even in the event that  
2 the Court reduces or does not approve the award of attorneys' fees discussed in this paragraph, Class  
3 Representative and Class Counsel shall not have the right to revoke this Stipulation.

4           b) Attorneys' Costs. In addition to attorneys' fees, Class Counsel may apply for an  
5 award of costs, not to exceed the sum of Twenty Thousand Dollars and Zero Cents (\$20,000.00).  
6 The costs award shall be paid from the Total Class Action Settlement Amount. Defendant agrees not  
7 to oppose any such applications that are consistent with this paragraph. The amount of costs shall  
8 include all past and future costs associated with the Action, including, without limitation, all costs  
9 expended by Class Counsel in the Action on in defending the Stipulation and securing final approval  
10 of the Stipulation (including any appeals thereof). Even in the event that the Court reduces or does  
11 not approve the award of costs discussed in this paragraph, Class Representative and Class Counsel  
12 shall not have the right to revoke this Stipulation.

13           c) Class Representative's Enhancement Award. Class Counsel may apply for an  
14 enhancement award to the Class Representative in an amount not to exceed Ten Thousand Dollars  
15 and Zero Cents (\$10,000.00). The enhancement award shall be paid from the Total Class Action  
16 Settlement Amount. This enhancement award is in addition to the payment to which Plaintiff is  
17 entitled as a Participating Class Member. Defendant agrees not to oppose any such application that  
18 is consistent with this paragraph. Even in the event that the Court reduces or does not approve the  
19 enhancement awards discussed in this paragraph, Class Representative and Class Counsel shall not  
20 have the right to revoke this Stipulation.

21           d) Settlement Administration Costs and Fees. All actual costs for claims administration,  
22 including related accounting costs, in an amount not to exceed \$10,000, shall be paid from the Total  
23 Class Action Settlement Amount. The Parties contemplate that the Settlement Administrator shall be  
24 Apex, or any other third-party class action settlement administrator agreed to by the Parties and  
25 approved by the Court for the purposes of administering this Stipulation other than Simpluris. If a  
26 Settlement Administrator is not agreed upon by the Parties, Class Counsel shall select a Settlement  
27 Administrator on the bases of cost and competence, with the best interest of the Class in mind, subject  
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1 to approval by the Court for purposes of administering this Stipulation. To the extent actual costs for  
2 claims administration are less than \$10,000, those amounts will be credited to the Total Class Action  
3 Settlement Amount prior to distribution of the Net Settlement Amount to Participating Class  
4 Members. Defendant agrees not to oppose any such applications that are consistent with this  
5 paragraph. Even in the event that the Court reduces or does not approve the Settlement  
6 Administration Costs and Fees discussed in this paragraph, Class Representative and Class Counsel  
7 shall not have the right to revoke this Stipulation.

8 e) PAGA Allocation. The Parties agree to allocate Seventy Five Thousand Dollars and  
9 Zero Cents (\$75,000.00) of the Total Class Action Settlement Amount to resolve the PAGA Group  
10 Members' claims arising under PAGA (the "PAGA Allocation"). Pursuant to PAGA, seventy-five  
11 percent (75%) of the PAGA Allocation, or Fifty Six Thousand Two Hundred Fifty Dollars and Zero  
12 Cents (\$56,250.00), shall be paid to the State of California Labor and Workforce Development  
13 Agency (the "LWDA"), with the remaining twenty-five percent (25%), or Eighteen Thousand Seven  
14 Hundred Fifty Dollars and Zero Cents (\$18,750.00), paid pro rata to PAGA Group Members as set  
15 forth below.

16 f) Payment of Individual Settlement Awards To Participating Class Members. After the  
17 amounts described in Paragraph 21, subparagraphs (a) through (e), above, have been deducted from  
18 the Total Class Action Settlement Amount, the remainder – the Net Settlement Amount – shall be  
19 distributed to each Participating Class Member, in the following manner:

20 The Net Settlement Amount shall be divided by the number of aggregate Qualified  
21 Workweeks worked by all Participating Class Members during the Class Period to produce a  
22 "Weekly Settlement Value." A "Qualified Week" shall be a week where a Participating Class  
23 Member was employed by Defendant in California as a non-exempt employee at any time during the  
24 Class Period, which is from April 8, 2021 through the earlier date of the order approving Plaintiff's  
25 Motion for Preliminary Approval of Class Action Settlement, or April 16, 2024. Each Participating  
26 Class Member shall be eligible to receive a settlement payment in the amount of the total number of  
27 Qualified Weeks attributable to the Participating Class Member during the Class Period multiplied  
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1 by the Weekly Settlement Value, less applicable withholdings, provided that the Participating Class  
2 Member has not submitted a Request for Exclusion.

3 Defendant disputes that Plaintiff was employed by Defendant at any time relevant to this  
4 action. Notwithstanding this denial, for the purposes of calculating Plaintiff's individual settlement  
5 award pursuant to this Paragraph, the Parties agree that Plaintiff's qualified workweeks are: 21  
6 workweeks (May 1, 2021 to September 22, 2021).

7 g) Payment of Portion of PAGA Allocation to PAGA Group Members. Twenty-five  
8 percent (25%), or Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00), of  
9 the PAGA Allocation to be paid to the PAGA Group Members shall be divided by the number of  
10 aggregate Qualified Pay Periods worked by all PAGA Group Members during the PAGA Period to  
11 produce a "Pay Period Settlement Value." A "Qualified Pay Period" shall be a pay period where a  
12 PAGA Group Member was employed by Defendant in California as a non-exempt employee at any  
13 time during the PAGA Period, which is from September 22, 2021 through the earlier date of the  
14 order approving Plaintiff's Motion for Preliminary Approval of Class Action Settlement, or April  
15 16, 2024. Each PAGA Group Member shall be eligible to receive a settlement payment in the amount  
16 of the total number of Qualified Pay Periods attributable to the PAGA Group Member during the  
17 PAGA Period multiplied by the Pay Period Settlement Value (the "PAGA Payment").

18 Defendant disputes that Plaintiff was employed by Defendant at any time relevant to this  
19 action. Notwithstanding this denial, for the purposes of calculating Plaintiff's individual settlement  
20 award pursuant to this Paragraph, the Parties agree that Plaintiff's qualified pay periods are: 21 pay  
21 periods (May 1, 2021 to September 22, 2021).

22 22. Non-Reversionary Settlement. There will be no reversion to Defendant. In the event  
23 that an Individual Settlement Award is paid to a Participating Class Member by check and the check  
24 is not cashed on or before the Check Cashing Deadline, the amount of the Individual Settlement  
25 Award shall be considered unclaimed. Each unclaimed Individual Settlement Award paid to a Class  
26 Member but not cashed on or before the Check Cashing Deadline shall be tendered to the State of

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1 California State Controller's Office, Unclaimed Property Fund in the Participating Class Member's  
2 name.

3 **VII. SETTLEMENT ADMINISTRATION**

4 23. Settlement Administrator's Duties. The Settlement Administrator shall be responsible  
5 for (a) processing the data provided by Defendant to be used in calculating Individual Settlement  
6 Awards; (b) preparing, printing, and mailing to Class Members the Notice (attached hereto as  
7 **Exhibit 1**), as well as following up with reasonable skip tracing; (c) notifying the Parties of the  
8 identity of Class Members who submit timely Requests for Exclusion; (d) calculating and mailing  
9 Individual Settlement Awards to Class Members; (e) filing any required federal and state tax forms  
10 and related agency reporting; (f) filing any required reports with the Court; and (g) any and all such  
11 other tasks as to which the Parties mutually agree, or which the Court orders the Settlement  
12 Administrator to perform. The claims process shall be anonymous to the extent possible.

13 Specifically, the Settlement Administrator shall perform the following duties:

14 a) Processing Of Data Provided By Defendant Regarding Class Members. Upon receipt  
15 of the data provided by Defendant pursuant to Paragraph 29 herein, the Settlement Administrator  
16 shall determine, for each Class Member and/or PAGA Group Member: (i) the Class Member and/or  
17 PAGA Group Member's name, (ii) the Class Member or PAGA Group Member's last known  
18 address, (iii) the last four digits of the Class Member and/or PAGA Group Member's social security  
19 number, (iv) the Class Member's number of Qualified Weeks; (v) the Weekly Settlement Value to  
20 be paid to the Class Member pursuant to Paragraph 21, subparagraph (f), above; (vi) the PAGA  
21 Group Member's number of Qualified Pay Periods; (vii) the Pay Period Settlement Value to be paid  
22 to the PAGA Group Members pursuant to Paragraph 21, subparagraph (g), above; and (viii) whether  
23 the escalator is triggered pursuant to Paragraph 14 above, and if so by how much.

24 b) Mailing Of Documents. Within thirty (30) calendar days of receipt of the database  
25 containing the information to be provided by Defendant pursuant to Paragraph 29 herein, the  
26 Settlement Administrator shall mail a copy of the Notice to all Class Members by first class regular  
27 U.S. Mail, using the most current mailing address information provided by Defendant and/or  
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1 obtained by the Settlement Administrator. Prior to mailing the Notice to Class Members, the  
2 Settlement Administrator shall run the addresses in the data provided by Defendant through the  
3 National Change of Address Database for any address updates and update the data as necessary. The  
4 Settlement Administrator will engage in address searches consistent with its normal practices in  
5 administering settlements of wage claims, including skip tracing. Such search efforts shall include,  
6 where necessary, using social security numbers to obtain better address information and attempting  
7 to call such Class Members.

8 c) Reminder Notice: The Settlement Administration shall mail a reminder postcard to  
9 Class Members 30 days after Class Notice is sent, which will contain information including but not  
10 limited to the following: the Document Receipt Deadline, how to object, and how to exclude oneself  
11 from a release of the class claims.

12 d) Re-Mailing Of Returned Notices. Notices returned to the Settlement Administrator  
13 as non-delivered shall be re-sent to the forwarding address, if any, on the returned envelope. If no  
14 forwarding address is provided, the Settlement Administrator will promptly attempt to determine the  
15 correct address using a skip-trace, or other search using the name, address and/or Social Security  
16 number of the Class Member involved, and will then perform a single re-mailing. The Settlement  
17 Administrator will skip trace and re-mail all returned undeliverable mail within 5 calendar days of  
18 receiving notice that the Notice was undeliverable. A returned Notice will be forwarded only once  
19 per Class Member by the Settlement Administrator. Those Class Members who receive a re-mailed  
20 Class Notice, whether by skip-trace or by request, will have either (a) an additional fourteen (14)  
21 calendar days or (b) until the Document Receipt Deadline, whichever is later, to submit a Request  
22 for Exclusion or an objection to the Settlement. Upon completion of these steps by the Settlement  
23 Administrator, the Parties shall be deemed to have satisfied their obligation to provide the Notice to  
24 the affected Class Member. The affected Class Member shall be a Participating Class Member and  
25 shall be bound by all the terms of this Stipulation and the Court's Final Order and Judgment.

26 e) Processing Requests For Exclusion ("Opt-Outs") From Settlement. In the event that  
27 a Class Member wishes to be excluded ("opts out") from the settlement provided herein, he or she  
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1 must mail a written Request for Exclusion to the Settlement Administrator by first class U.S. Mail,  
2 or equivalent, postage paid and postmarked, by no later than the Document Receipt Deadline, which  
3 is forty-five (45) calendar days after the date that the Settlement Administrator originally mails  
4 Notices to Class Members. As provided in Paragraph 23(d), if the Class Notice is re-mailed, the  
5 Class Member will have either (a) an additional fourteen (14) calendar days or (b) until the Document  
6 Receipt Deadline, whichever is later, to submit a Request for Exclusion or an objection to the  
7 Settlement. To be valid, the written Request for Exclusion must include (i) the Class Member's name,  
8 (ii) the Class Member's address, (iii) a request that the Class Member wishes to be excluded from  
9 the settlement, and (iv) the Class Member's signature. The Settlement Administrator shall notify  
10 Class Counsel and Defendant's Counsel of its receipt of all valid Requests for Exclusion within five  
11 (5) business days after having received each such Request for Exclusion.

12 f) Payment of Individual Settlement Awards. The Settlement Administrator shall be  
13 solely responsible for the disbursement of the Individual Settlement Award payments.

14 g) Declaration Of Due Diligence. No later than thirty (30) calendar days prior to the  
15 Final Settlement Approval Hearing, the Settlement Administrator shall provide both Parties with a  
16 declaration of due diligence to be filed with the Court.

17 h) Allocating Portions Of the Individual Settlement As Wages. The Settlement  
18 Administrator shall be responsible for calculating the portion of each Individual Settlement Award  
19 to be allocated as wages. Twenty Five Percent (25%) of each Individual Settlement Award shall be  
20 allocated as wages, and Seventy Five (75%) of each Individual Settlement Award shall be allocated  
21 as interest and penalties.

22 i) Taxation Of Individual Settlement Awards. The portion of each Individual  
23 Settlement Award allocated as wages shall be subject to payroll withholding. The Settlement  
24 Administrator shall be responsible for paying the employees' share of federal, state, and local payroll  
25 and income taxes. Appropriate withholding of the employee's share of income taxes shall be  
26 deducted from each Individual Settlement Award. The employer's share of payroll taxes shall be  
27 paid by Defendant outside of the Total Class Action Settlement Amount.

1           j) Taxation Of Payment Of Portion of PAGA Allocation. One Hundred Percent (100%)  
2 of the payment to PAGA Group Members as part of the PAGA Allocation will be treated as penalties  
3 and PAGA Group Members will be issued an IRS Form 1099 for that portion of the payment. The  
4 Settlement Administrator will be responsible for calculating and withholding any required state and  
5 federal taxes.

6           k) Federal Tax Reporting. The Settlement Administrator shall issue an IRS Form W-2  
7 to each Class Member for the portion of the Individual Settlement Award that is designated as wages.  
8 The Settlement Administrator shall issue an IRS Form 1099 to each Class Member for the portion of  
9 the Individual Settlement Awards or payment of the PAGA Allocation that is not designated as  
10 wages. The Settlement Administrator shall issue an IRS Form 1099 to the Class Representative for  
11 any enhancement award paid pursuant to Paragraph 21, subparagraph (c), above, in connection with  
12 his or her role as the Class Representative.

13           l) State Tax Reporting. The Settlement Administrator shall file, with the California  
14 Employment Development Department (“EDD”), the required reports of Personal Income Tax  
15 (“PIT”) wages withheld from the Individual Settlement Awards, as well as the amounts to be paid as  
16 Unemployment Insurance (“UI”), Employment Training Tax (“ETT”), and State Disability  
17 Insurance (“SDI”). For purposes of this reporting, prior to disbursement of the Individual Settlement  
18 Awards, the Settlement Administrator shall provide Defendant with a list of all Class Members, and  
19 Defendant shall provide to the Settlement Administrator with its Form DE 2088, Notice of  
20 Contribution Rates and Statement of UI Account, for the current calendar year (if unavailable,  
21 Defendant may provide instead their California State Employer’s Identification Number and  
22 applicable UI and ETT Rates).

23           m) Responsibility For Tax Obligations. All Class Members and the Class Representative  
24 will be responsible for correctly characterizing the compensation they receive for tax purposes and  
25 for paying any taxes on the amounts received, except for the employer contributions, which will be  
26 handled as provided by this Stipulation. Defendant is not liable for any amounts assessed by a tax  
27 authority on account of the Class Members’ or the Class Representative’s failures to pay all taxes  
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1 due on amounts they receive hereunder, except if the failure results from Defendant's failure to pay  
2 its own portion of taxes due. The liability of each Class Member and the Class Representative is  
3 limited to the liability caused by that individual's own failure.

4 n) Mailing Of Individual Settlement Awards and Portion of PAGA Allocation to PAGA  
5 Group Members. Within fourteen (14) calendar days after Defendant's transfer of funds to the  
6 Settlement Administrator, the Settlement Administrator shall mail all Participating Class Members  
7 and PAGA Group Members their Individual Settlement Awards and/or portion of the PAGA  
8 Allocation (PAGA Payment). Each check issued to a Class Member and/or PAGA Group Member  
9 shall remain valid and negotiable for one hundred eighty (180) days from the date of issuance. Those  
10 Individual Settlement Awards and/or portion of PAGA Allocation payment not cashed by the Check  
11 Cashing Deadline shall be canceled automatically, in which event the Participating Class Member  
12 and/or PAGA Group Member's check will be deemed void and the unclaimed funds shall be sent to  
13 the California State Controller's Office Unclaimed Property Fund in the name of the Participating  
14 Class Member and/or PAGA Group Member to whom the funds were distributed.

15 o) Payments To Class Counsel. Within fourteen (14) calendar days after Defendant's  
16 transfer of funds to the Settlement Administrator, the Settlement Administrator shall pay the  
17 attorneys' fees and costs, as detailed in Paragraph 21, subparagraphs (a) and (b), above.

18 p) Payment Of PAGA Allocation. Within fourteen (14) calendar days after Defendant's  
19 transfer of funds to the Settlement Administrator, the Settlement Administrator shall pay seventy-  
20 five percent (75%) of the PAGA Allocation to the LWDA as civil penalties, as detailed in Paragraph  
21 21, subparagraph (e), above.

22 24. Disputes Regarding The Settlement Administrator's Performance of Duties. All  
23 disputes relating to the Settlement Administrator's performance of its duties shall be referred to the  
24 Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this  
25 Stipulation until all payments and obligations contemplated by this Stipulation have been fully  
26 carried out.

27 **VIII. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY COURT APPROVAL**

28

1           25.   Submission Of Stipulation To Court. The Parties shall promptly submit this  
2 Stipulation to the Court in support of Plaintiff’s motion for preliminary approval and determination  
3 by the Court as to the fairness, adequacy, and reasonableness of this Stipulation, and shall apply to  
4 the Court for the entry of an order substantially in the following form:

5           a) Scheduling a fairness hearing on the question of whether the proposed Settlement –  
6 including payment of attorneys’ fees, attorneys’ costs, appointment of the Class Representative and  
7 the amount of their enhancement awards, and the method of determining Individual Settlement  
8 Awards to be paid to Class Members – should be finally approved as fair, reasonable, and adequate  
9 as to the Class;

10           b) Approving as to form and content the proposed Notice (attached as **Exhibit 1**);

11           c) Directing the mailing to Class Members of the Notice, by first class U.S. Mail,  
12 pursuant to the terms specified herein; and

13           d) Preliminarily approving the Settlement, subject only to the objections of Class  
14 Members and final review by the Court.

15           e) Plaintiff’s counsel shall submit a proposed motion for preliminary approval of class  
16 action settlement to Defendant’s counsel for review and comment no less than five business days  
17 prior to filing the motion for preliminary approval.

18           26.   Amendment Of This Stipulation To Conform To The Court’s Order. To the extent  
19 the Court does not approve this Stipulation, or any term contained herein, and instead allows the  
20 Parties to amend this Stipulation, the Parties agree to cooperate in good faith to amend the Stipulation  
21 in accordance with the Court’s direction, and to retain all other terms of the Stipulation that the Court  
22 approves.

23 **IX. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL**

24           27.   Second Amended Compliant and Supplemental PAGA Notice: The Parties  
25 agree, that as a precondition to the enforceability of this Stipulation, (i) counsel for all Parties  
26 must agree on the terms, substance, and language of a proposed amended pleading and  
27 supplemental PAGA Notice in the Action, which ensures that the Action covers all of the  
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1 Released Claims and PAGA Released Claims to the full extent of the Class Period and PAGA  
 2 Period alleged in the Action; (ii) a verbatim copy of the mutually-agreed Second Amended  
 3 Complaint and Supplemental PAGA Notice will be attached as an exhibit to Plaintiff's  
 4 Motion for Preliminary Approval of the Settlement; and (iii) Plaintiff's Motion for  
 5 Preliminary Approval of the Settlement will explain that the Second Amended Complaint  
 6 and Supplemental PAGA Notice will be filed fourteen (14) days after the date the Motion for  
 7 Preliminary Approval is granted in order to effectuate the Stipulation. The Parties agree that  
 8 as a precondition to the enforceability of this Stipulation, that the Second Amended  
 9 Complaint will become the operative complaint in the Action. The Parties further agree that  
 10 Defendant shall not be obligated to file a response to the Second Amended Complaint, and  
 11 will retain its right to challenge the Second Amended Complaint through a responsive  
 12 pleading if the settlement is not ultimately approved by the Court.

13 28. Timely Approval Of Documents To Be Mailed By The Settlement Administrator.  
 14 Counsel for the Parties shall respond to requests by the Settlement Administrator to approve all  
 15 settlement administration documents, including the Notice to be mailed to the Class, within four (4)  
 16 business days of the Settlement Administrator's request for approval.

17 29. Defendant's Provision Of Class Member Data To Settlement Administrator. No later  
 18 than thirty (30) calendar days following preliminary approval of this Settlement by the Court,  
 19 Defendant shall provide the Settlement Administrator with data that is within Defendant's possession  
 20 containing, for each Class Member and/or PAGA Group Member: (a) the Class Member/PAGA  
 21 Group Member's name; (b) the Class Member/PAGA Group Member's last known address; (c) the  
 22 Class Member/PAGA Group Member's social security number; (d) the Class Member/PAGA Group  
 23 Member's dates of employment with Defendant during the Class Period; (e) the number of  
 24 workweeks and pay periods in which the Class Member/PAGA Group Member performed work for  
 25 Defendant during the Data Period according to the timekeeping data. This Class Member and/or  
 26 PAGA Group Member information is confidential and not to be disclosed to anyone other than the  
 27 Settlement Administrator. In the event that a dispute arises about the number of Qualifying  
 28

1 Workweeks or Qualifying Pay Periods for a Class Member and/or PAGA Group Member, Class  
2 Counsel may be provided with information identifying each Class Member and/or PAGA Group  
3 Member by number (with all other identifying information removed), and reflecting the number of  
4 Qualifying Workweeks or Qualifying Pay Periods during the Class Period and PAGA Period. This  
5 information shall be based on Defendant’s payroll and other business records, and shall be in a format  
6 readily accessible to Defendant. In the event that approval of the documents pursuant to Paragraph  
7 25 takes more than four (4) business days, the Claims Administrator shall mail the Notice to the  
8 Class Members within five (5) business days of receiving approval of the documents pursuant to  
9 Paragraph 25.

10 30. Disputes Arising From Claims Administration. Any disputes arising during the  
11 claims administration process must be resolved informally by counsel for the Parties and, if the  
12 Parties cannot agree, by the Settlement Administrator, within ten (10) calendar days of the Document  
13 Receipt Deadline.

14 31. Motions By Class Counsel.

15 a) Motions Required For Final Approval Of The Settlement. Class Counsel shall timely  
16 prepare, subject to, Final Settlement Papers in conformance with the terms of this Settlement,  
17 including (1) a motion for final approval of the Settlement including attorneys’ fee and costs and  
18 Class Representative’s enhancement award; (3) the [Proposed] Final Settlement Order; and (4) any  
19 other documents, petitions, or motions required to effectuate this Stipulation– including, but not  
20 limited to, any additional proposed orders requested by the Court. Class Counsel will endeavor to  
21 submit the Final Settlement Papers to Defendant’s Counsel no later than five (5) court days prior to  
22 the deadline for filing the motion for final approval of the stipulation. In the event that Class Counsel  
23 and Defendant’s Counsel cannot resolve any dispute regarding the Final Settlement Papers arising  
24 from Defendant’s right to review and comment, Defendant’s Counsel shall submit its objections to  
25 the Final Settlement Papers to the Court before or during the Final Settlement Approval Hearing.

26 32. Fairness Hearing. Upon expiration of the Document Receipt Deadline, the Parties  
27 shall attend a Final Settlement Approval Hearing with the Court to finally approve the Stipulation as  
28

1 fair, reasonable, and adequate as to (a) Class Members; (b) attorneys' fees and costs to Class Counsel;  
2 (c) the enhancement awards to the Class Representative; (d) the costs and fees for claims  
3 administration; (e) the PAGA Allocation; and (f) the Individual Settlement Awards to be paid to the  
4 Class Members, including the methodology used to calculate such awards.

5 **X. DUTIES OF THE PARTIES FOLLOWING COURT APPROVAL**

6 33. Final Approval, And Entry Of Judgment. At or before the Final Settlement Approval  
7 Hearing, Class Counsel shall submit the [Proposed] Final Settlement Order and Judgment to the  
8 Court for the Court's approval and entry. After entry of the Final Approval Order and Judgment, the  
9 Court shall have continuing jurisdiction over the administration of the Stipulation.

10 34. Payment Of Settlement Amount. Defendant shall deposit the Total Class Action  
11 Settlement Amount and an amount sufficient to pay Defendant's share of payroll taxes into an  
12 account established by the Settlement Administrator. Defendant will pay the Total Class Action  
13 Settlement Amount within thirty (30) calendar days following the Effective Date by wiring that  
14 amount to the Settlement Administrator. The Settlement Administrator will retain authority over the  
15 deposited funds, which are to be used in accordance with this Stipulation and any orders of the Court.  
16 The Settlement Administrator shall make all payments and other disbursements required by this  
17 Stipulation from the Total Class Action Settlement Amount. Defendant shall have no further  
18 obligations over the distribution of the Total Class Action Settlement Amount.

19 35. Provision Of Final Approval Order And Judgment To Settlement Administrator.  
20 Within two (2) business days of the Court serving Class counsel with the Final Approval Order and  
21 Judgment and/or the Final Approval Order and Judgment becoming available on the Los Angeles  
22 Superior Court website, Class Counsel shall provide the Settlement Administrator with a copy of the  
23 Final Settlement Approval Order and Judgment.

24 **XI. ADDITIONAL TERMS**

25 36. Nullification Of Settlement. This Stipulation shall be null and void, and any order of  
26 judgment entered by the Court in furtherance of the Settlement shall be vitiated *nunc pro tunc*, if any  
27 of the following occurs:

1 a) The Court does not enter the Final Approval Order and Judgment as provided for  
2 herein or contemplated by this Stipulation;

3 b) The Court does not finally approve the Settlement as provided for herein;

4 c) The Court does not enter a Final Approval Order and Judgment that becomes final as  
5 a result of the occurrence of the Effective Date;

6 d) The Settlement does not become final for any other reason.; or

7 e) Plaintiff or Class Counsel misrepresented their awareness of any unalleged claims  
8 against the Released Parties or unalleged facts or legal theories upon which claims or causes of  
9 actions could be brought against Defendant, pursuant to Paragraph 19.

10 In such a case, the Parties shall be returned to their respective statuses prior to the settlement,  
11 and the Parties shall proceed in all respects as if this Stipulation had not been executed. If an appeal  
12 is filed from the Court's Final Approval Order and Judgment prior to the Effective Date,  
13 administration of the Stipulation shall be immediately stayed pending final resolution of the appeal  
14 process.

15 37. No Admissions. Nothing contained herein is to be construed or deemed to be an  
16 admission of liability or wrongdoing by Defendant. This Stipulation and the attached exhibits are  
17 settlement documents, and, pursuant to California Evidence Code section 1152, these documents  
18 shall be inadmissible in any proceeding except in an action or proceeding to approve, interpret, or  
19 enforce this Stipulation.

20 38. Amendment Or Modification. This Stipulation may be amended or modified only by  
21 a written instrument signed by counsel for all Parties.

22 39. Entire Agreement. This Stipulation and the accompanying exhibits constitute and  
23 comprise the entire agreement between the Parties. No oral or written representations, warranties,  
24 or inducements have been made to any of the Parties concerning this Stipulation other than the  
25 representations, warranties, and covenants contained and memorialized herein.

26 40. Settlement Administration: Defendant and Defendant's counsel shall not enter into  
27 any contractual relationship with the Settlement Administrator. Fees of the Settlement Administrator  
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1 shall be paid out of the Maximum Settlement Amount. Plaintiff, Plaintiff's counsel, Defendant, and  
2 Defendant's counsel shall not bear any responsibility for errors or omissions in the calculation or  
3 distribution of the settlement payments or development of the list of recipients of settlement  
4 payments.

5 41. Construction. The Parties agree that the terms of this Stipulation and the  
6 accompanying exhibits are the result of lengthy, arms-length negotiations, and that this Stipulation  
7 shall not be construed in favor of or against any of the Parties by reason of the extent to which any  
8 of the Parties or their respective counsel participated in the drafting of this Stipulation.

9 42. Parties' Authority. The signatories to this Stipulation represent that they are fully  
10 authorized to enter into this Stipulation and to bind the Parties hereto to the terms and conditions  
11 hereof.

12 43. Successors And Assigns. This Stipulation is binding upon, and inures to the benefit  
13 of, the Parties' successors and assigns. The Parties represent and warrant that they have not, directly  
14 or indirectly, assigned, transferred, or encumbered to any person or entity any portion of any claim,  
15 demand, action, cause of action, or rights herein released and discharged except as set forth herein.

16 44. Enforcement Of Actions. In the event that any of the Parties to this Stipulation  
17 institutes any legal action, arbitration, or other proceeding against any of the other Parties to enforce  
18 the provisions of this Stipulation or to declare rights or obligations under this Stipulation, the  
19 successful Party shall be entitled to recover from the unsuccessful Party or Parties, reasonable  
20 attorneys' fees and costs, including expert witness fees, incurred in connection with any such  
21 enforcement proceedings.

22 45. Governing Law. All terms of this Stipulation shall be governed by and interpreted  
23 according to the laws of the State of California.

24 46. Jurisdiction Of The Court. The Court shall retain jurisdiction with respect to the  
25 interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and  
26 judgments entered in connection therewith.

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1           47.    Counterparts. This Stipulation may be executed in one or more counterparts. All  
2 executed counterparts, and each of them, shall be deemed to be one and the same instrument.  
3 Signatures may be affixed either by original signatures, PDF, or facsimile.

4           48.    Notices. Unless otherwise specifically provided in this Stipulation, all notices,  
5 demands, and/or other communications will be in writing and will be deemed to have been duly  
6 given as of the third (3rd) business day after mailing by U.S. Mail, addressed as follows:

7           To The Class:  
8           JAMES HAWKINS APLC  
9           James R. Hawkins  
10          Isandra Fernandez  
11          Anthony L. Draper  
12          9880 Research Drive, Suite 200  
13          Irvine, CA 92618

14          To Defendant:  
15          OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
16          Evan R. Moses  
17          Melis Atalay  
18          Daniel N. Rojas  
19          400 South Hope Street, Suite 1200  
20          Los Angeles, CA 90071

21           49.    Enforceability. The Parties intend for this Agreement to be enforceable in the  
22 Superior Court of California for the County of Los Angeles, by and subject to the Court’s pending  
23 jurisdiction.

24           50.    Interpretation. This Stipulation shall be construed as a whole according to its fair  
25 meaning. It shall not be construed strictly for or against any Party. Unless the context indicates  
26 otherwise, the term “or” shall be deemed to include the term “and,” and the singular or plural number  
27 shall be deemed to include the other. Captions and headings are intended solely for convenience of  
28 reference and shall not be used in the interpretation of this Stipulation.

          51.    Confidentiality.

          a)    General. Plaintiff and Class Counsel shall agree not to disclose or publicize this  
Stipulation, its terms or contents, and the negotiations underlying the Stipulation, in any manner or  
form, directly or indirectly, to any person or entity, except potential Class Members and as shall be  
contractually required to effectuate the terms of the Stipulation. For avoidance of doubt, this section

1 means Plaintiff and Class Counsel agree not to issue press releases, communicate with or respond to  
2 any media or publication entities, publish information in manner or form, whether printed or  
3 electronic, on any medium or otherwise communicate, whether by print, video, recording or another  
4 medium, with any person or entity concerning the Stipulation, including the face of the Stipulation,  
5 its terms or contents and the negotiations underlying the Stipulation, except as shall be contractually  
6 required to effectuate the terms of the Stipulation.

7           b) Media Comment. The Parties and their respective counsel agree that the terms of this  
8 Stipulation (including, but not limited to, any settlement amounts), the negotiations leading to this  
9 Stipulation, and all documents related to the Stipulation, shall not be discussed with, publicized, or  
10 promoted to the media, except as necessary in order to enforce its terms. Class Counsel and/or  
11 Plaintiff will not list or refer to the Action in any website, mailing, publicity or similar materials –  
12 including, but not limited to, any radio or television stations, newspapers, or magazines. In response  
13 to any inquiries, including those from media outlets, concerning the settlement, the Parties and their  
14 respective counsel agree that they shall simply respond by stating, “the matter has resolved.”

15           c) Class Counsel Marketing And Adequacy Declarations. Class Counsel agrees not to  
16 use Defendant’s name in marketing materials. Class Counsel and the Class Representatives will not  
17 make any posting on any website, instant message site, blog, or social networking site that uses  
18 Defendant’s name, and will not list or refer to the Action in any website, mailings, publicity, or other  
19 similar fora or materials. However, for the limited purpose of allowing Class Counsel to prove  
20 adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in  
21 this action and the venue/case number of this action (but not any other settlement details) for such  
22 purposes.

23           52. Exhibits Incorporated By Reference. The terms of this Stipulation include the terms  
24 set forth in any attached Exhibit, which are incorporated by this reference as though fully set forth  
25 herein. Any Exhibit to this Stipulation is an integral part of the Stipulation.

26           53. Interim Stay Of Proceedings. The Parties agree to refrain from further litigation in  
27 the Action, except such proceedings necessary to implement and obtain an Order granting Final  
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1 Approval of the terms of the Stipulation. The Parties further agree that the mutual, voluntary  
2 cessation of litigation shall terminate either as of the Effective Date or the date upon which this  
3 Stipulation has been denied by the Court and all subsequent attempts to cure deficiencies pursuant  
4 to Paragraph 26 have ended.

5 54. Invalidity Of Any Provision. Before declaring any provision of this Stipulation  
6 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible  
7 consistent with applicable precedents so as to define all provisions of this Stipulation valid and  
8 enforceable.

9 55. Class Certification For Settlement Purposes Only. The Parties agree to stipulate to  
10 class certification only for purposes of the Stipulation. If, for any reason, the Stipulation is not  
11 approved, the stipulation to certification will be void. The Parties further agree that certification for  
12 purposes of the settlement is not an admission that class certification is proper under the standard  
13 applied to contested certification motions and that this Stipulation will not be admissible in this or  
14 any other proceeding as evidence that (i) a class should or should not be certified or (ii) Defendant  
15 is or is not liable to the Class Representatives or the putative Class Members.

16 56. All Terms Subject To Final Court Approval. All amounts and procedures described  
17 in this Stipulation shall be subject to final Court approval.

18 57. Execution Of Necessary Documents. All Parties shall execute all documents  
19 reasonably necessary to effectuate the terms of this settlement.

20 58. Binding Agreement. The Parties intend that this settlement shall be fully enforceable  
21 and binding on all Parties, and that it shall be admissible and subject to disclosure in any proceeding  
22 to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might  
23 apply under federal or state law.

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25 [SIGNATURES ON FOLLOWING PAGE]

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DATED: \_\_\_\_\_, 2024

CLASS REPRESENTATIVE

By: \_\_\_\_\_  
Eloy Mondragon  
Plaintiff and Class Representative

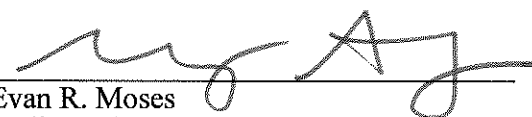
DATED: November 11, 2024

DEFENDANT

By:  \_\_\_\_\_  
Sung Yu, President for Defendant Saint-Gobain Performance Plastics, Corp.

DATED: NOV 12, 2024

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By:  \_\_\_\_\_  
Evan R. Moses  
Melis Atalay  
Daniel N. Rojas

Attorneys for Defendant  
SAINT-GOBAIN PERFORMANCE PLASTICS CORPORATION

DATED: \_\_\_\_\_, 2024

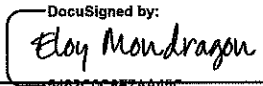
JAMES HAWKINS APLC

By: \_\_\_\_\_  
James Hawkins  
Isandra Fernandez  
Anthony L. Draper  
Attorneys for Plaintiff  
Eloy Mondragon

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DATED: 11/5/2024, 2024

CLASS REPRESENTATIVE

By:   
Eloy Mondragon  
Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2024

DEFENDANT

By: \_\_\_\_\_  
for Defendant Saint-Gobain Performance Plastics, Corp.

DATED: \_\_\_\_\_, 2024


OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: \_\_\_\_\_  
Evan R. Moses  
Melis Atalay  
Daniel N. Rojas

Attorneys for Defendant  
SAINT-GOBAIN PERFORMANCE PLASTICS CORPORATION

DATED: \_\_\_\_\_, 2024


JAMES HAWKINS APLC

By:   
James Hawkins  
Isandra Fernandez  
Anthony L. Draper  
Attorneys for Plaintiff  
Eloy Mondragon

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DATED: 11/5/2024, 2024

CLASS REPRESENTATIVE

By:   
Eloy Mondragon  
Plaintiff and Class Representative

DATED: \_\_\_\_\_, 2024

DEFENDANT

By: \_\_\_\_\_  
for Defendant Saint-Gobain Performance Plastics, Corp.

DATED: \_\_\_\_\_, 2024

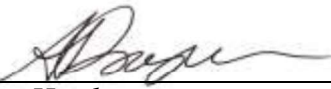
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: \_\_\_\_\_  
Evan R. Moses  
Melis Atalay  
Daniel N. Rojas

Attorneys for Defendant  
SAINT-GOBAIN PERFORMANCE PLASTICS CORPORATION

DATED: 11/15, 2024

JAMES HAWKINS APLC

By:   
James Hawkins  
Isandra Fernandez  
Anthony L. Draper  
Attorneys for Plaintiff  
Eloy Mondragon

1 **PROOF OF SERVICE**

2 I am a resident of the State of California, County of Orange. I am over the age of eighteen  
3 years and not a party to the within action. My business address is 9880 Research Drive., Suite  
200, Irvine, California 92618.

4 On November 15, 2024, I served on the interested parties in this action the following  
5 document(s) entitled:

6 - SECOND JOINT STIPULATION RE: CLASS ACTION SETTLEMENT

7 **[XX] BY ELECTRONIC SERVICE:** Based on a court Order or an agreement by the parties to  
8 accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the  
9 email address citlalli@jameshawkinsapl.com to the persons at the e-mail addresses listed in the  
10 Service List below. I did not receive, within a reasonable time after the transmission, any electronic  
11 message or other indication that the transmission was unsuccessful.

11 **SERVICE LIST**

12 EVAN R. MOSES, CA Bar No. 198099

13 [evan.moses@ogletree.com](mailto:evan.moses@ogletree.com)

14 MELIS ATALAY, CA Bar No. 301373

15 [melis.atalay@ogletree.com](mailto:melis.atalay@ogletree.com)

16 DANIEL N. ROJAS, CA Bar No. 326115

17 [daniel.rojas@ogletree.com](mailto:daniel.rojas@ogletree.com)

18 OGLETREE, DEAKINS, NASH, SMOAK &  
19 STEWART, P.C.

20 400 South Hope Street, Suite 1200

21 Los Angeles, CA 90071

22 Telephone: 213-239-9800


23 Facsimile: 213-239-9045

24 *Attorneys for Defendant*

25 SAINT-GOBAIN PERFORMANCE PLASTICS  
26 CORPORATION

27 **[X] STATE:** I declare under penalty of perjury, under the laws of the State of California, that the  
28 above is true and correct.

Executed on November 15, 2024, at Irvine, California.

  
Citlalli Gutierrez