

SEYFARTH SHAW LLP
Paul J. Leaf (SBN 261949)
pleaf@seyfarth.com
Leo Q. Li (SBN 293539)
lli@seyfarth.com
Stephanie Albrecht (SBN 281474)
salbrecht@seyfarth.com
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

Attorneys for Defendant
CHEMCOR CHEMICAL CORPORATION

LAVI & EBRAHIMIAN, LLP
Joseph Lavi (SBN 209776)
jlavi@lelawfirm.com
Vincent C. Granberry (SBN 276483)
vgranberry@lelawfirm.com
Stephen M. Sloane (SBN 141707)
ssloane@lelawfirm.com
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Attorneys for Plaintiff
CHRISTIAN GOMEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CHRISTIAN GOMEZ , on behalf of himself and
others similarly situated,

Plaintiff,

v.

CHEMCOR CHEMICAL CORPORATION; and
DOES 1 to 100, inclusive,

Defendant.

Case No. CIVRS2402058

CLASS AND PAGA ACTION

Assigned for all purposes to Hon. Tony Raphael

**CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AGREEMENT
AND RELEASE**

Complaint Filed: November 6, 2024
FAC Filed: February 13, 2025

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class and Representative Action Settlement Agreement and Release (“Settlement” or “Agreement”) is made and entered into by and between Defendant Chemcor Chemical Corporation (“Defendant”) and Plaintiff Christian Gomez (“Plaintiff”), as an individual and on behalf of the Class (collectively, “the Parties”).

1. DEFINITIONS

As used herein, for the purposes of this Agreement only, the following terms shall be defined as set forth below:

1.1 “Action” means the Operative Complaint (as defined) filed in the following case: *Christian Gomez, on behalf of himself and others similarly situated v. Chemcor Chemical Corporation*, San Bernardino Superior Court, Case No. CIVRS2402058

1.2 “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees who worked for Defendant in California at any time during the period from November 6, 2023 through June 28, 2025. (“PAGA Period”).

1.3 “Agreement” refers to this Class and Representative Action Settlement Agreement and Release entered into by Plaintiff and Defendant for the resolution of the Action.

1.4 “Class Counsel” refers to Lavi & Ebrahimian, LLP.

1.5 “Class Counsel Fees and Costs” means payment to Class Counsel from the Gross Settlement Amount and approved by the Court for recoverable attorneys’ fees and reimbursement of litigation costs and expenses related to the Action, which include reasonable fees, costs and expenses incurred to date, as well as all such reasonable fees, costs and expenses incurred in documenting the Settlement, securing the Court’s approval of the Settlement, obtaining a judgment and/or dismissal of the Action and administering the Settlement. Subject to the Court’s approval, it is agreed by the Parties that the Class Counsel Fees are not to exceed 35% of the Gross Settlement Amount of \$295,000 (or \$103,250), as supported by declaration and any additional documentation or information as required by the Court. Defendant agrees not to contest the amount of Class Counsel Fees and Costs, provided that they are consistent with the terms of this Agreement. If the Court reduces the amount of Class Counsel Fees and Costs, all other terms of this Agreement shall remain in effect.

1 **1.6** “**Class Members**” refers to all non-exempt or hourly-paid employees of Defendant who
2 worked in California at any time during the period from June 14, 2022 through June 28, 2025.

3 **1.7** “**Individual Class Payment(s)**” means each Participating Class Member’s pro rata share
4 of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class
5 Period.

6 **1.8** “**Individual PAGA Payment(s)**” means each Participating Class Member’s pro rata share
7 of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the
8 PAGA Period.

9 **1.9** “**Class Period**” shall mean the time period from June 14, 2022 through June 28, 2025.

10 **1.10** “**Class Representative**” shall refer to the named Plaintiff in the Operative Complaint
11 seeking approval to serve as a Class Representative.

12 **1.11** “**Court**” refers to the San Bernardino Superior Court overseeing the Action or another state
13 or federal court with competent jurisdiction to approve the proposed class action and representative action
14 settlement.

15 **1.12** “**Class Data List**” means a complete list of all Class Members that Defendant will
16 diligently and in good faith compile from their records and provide to the Settlement Administrator within
17 30 calendar days after Preliminary Approval of this Settlement by the Court. The Class Data List will be
18 formatted in Microsoft Office Excel and will include each individual’s full name, last known mailing
19 address and telephone number (if available), Social Security number, number of Workweeks worked by
20 each Class Member during the Class Period, the number of bi-weekly PAGA Pay Periods worked by
21 Aggrieved Employees during the PAGA Period, and all necessary information to prepare and calculate
22 the Individual Class Payments and Individual PAGA Payments.

23 **1.13** “**Defense Counsel**” refers to Paul J. Leaf, Leo Q. Li, and Stephanie Albrecht of Seyfarth
24 Shaw LLP.

25 **1.14** “**Effective Date**” means the date upon which all of the following have occurred: (i) the
26 Court has granted Final Approval of the Settlement and entered Judgment thereof; and (ii) the Court’s
27 Judgment approving the Settlement becomes Final. “Final” shall mean the latest of: (i) if there is an appeal
28 of the Court’s Judgment, the date on which the Judgment is affirmed on appeal, the date of dismissal of



1 such appeal, or the expiration of the time to file a petition for review to the California Supreme Court
2 and/or a petition for writ of certiorari to the U.S. Supreme Court; or (ii) if a petition for writ of certiorari
3 is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant
4 to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal
5 of the Judgment.

6 **1.15 “Enhancement Award”** refers to an enhancement payment to Plaintiff for initiating the
7 Action and providing services in support of the Action and Settlement in an amount not to exceed
8 \$10,000.00. Defendant will not oppose this request. The Court’s approval of the Enhancement Award is
9 not a material term of the settlement. Any amount not approved by the Court shall be allocated to the Net
10 Settlement Amount.

11 **1.16 “Final Approval”** means the Court’s order granting final approval of the Settlement.

12 **1.17 “Final Approval Hearing”** refers to the Court’s hearing on the Motion for Final Approval
13 at which the Court will make a final determination whether the terms of the Settlement are fair, reasonable,
14 and adequate and meet all applicable requirements for Final Approval.

15 **1.18 “Gross Settlement Amount”** means the amount that is allocated towards the resolution of
16 the Action, in an amount not to exceed \$295,000. The Gross Settlement Amount shall be inclusive of
17 (i) Class Counsel Fees and Costs; (ii) Enhancement Award; (iii) Individual Class Payments; (iv)
18 Individual PAGA Payments; (v) the LWDA PAGA Payment and (vi) Settlement Administration Costs.
19 The Gross Settlement Amount does not include the employer’s share of the payroll taxes on the wages
20 portion of Class Payments. The Gross Settlement Amount is a material term of the Agreement and shall
21 not be increased, except as provided in the Escalator Clause referenced in Section 4.2 of this Agreement.

22 **1.19 “Judgment”** means the judgment entered by the Court based upon the Final Approval.

23 **1.20 “LWDA”** refers to the California Labor and Workforce Development Agency.

24 **1.21 “LWDA PAGA Payment”** means the 65% of the PAGA Penalties paid to the LWDA
25 under Labor Code section 2699, *former* subd. (i).

26 **1.22 “Net Settlement Amount”** is the amount available for distribution to Participating Class
27 Members on a pro rata basis based on their number of Workweeks worked, and will be the Gross
28 Settlement Amount less (i) court-approved Settlement Administration Costs, (ii) court-approved PAGA

Penalties, (iii) court-approved Enhancement Award, and (v) court-approved Class Counsel Fees and Costs. The entire Net Settlement Amount shall be distributed to the Participating Class Members.

1.23 “Class Notice” refers to the Court-approved document substantially in the form attached as **Exhibit A**, which will be distributed to all Class Members. The Class Notice will explain the terms of the Agreement, including (i) information regarding the nature of the Action; (ii) a summary of the principal terms of the Agreement; (iii) the Class Member and Aggrieved Employee definitions; (iv) the total number of Workweeks each respective Class Member worked for Defendant during the Class Period; (v) the total number of Pay Periods each respective Aggrieved Employee worked for Defendant during the PAGA Period; (vi) the estimated Individual Class Payment (if applicable) from the Net Settlement Amount to each Class Member; (vii) the estimated Individual PAGA Payment (if applicable) from the Gross Settlement Amount to each Aggrieved Employee; (viii) the formula for calculating the settlement payments; (ix) instructions to Class Members on how to submit Requests for Exclusion, Notices of Objection, and Workweeks disputes; (x) the Response Deadline; and (xi) the claims to be released under the Settlement. The Class Notice will be printed in both English and Spanish based on the demographics of Defendant’s workforce.

1.24 “PAGA” refers to the California Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2699, *et seq.*

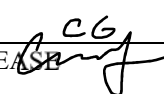
1.25 “PAGA Notice” means Plaintiff’s November 6, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.26 “PAGA Penalties” shall be \$50,000.00, as civil penalties, to be paid from the Gross Settlement Amount.

1.27 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.28 “PAGA Period” shall mean the time period from November 6, 2023 through June 28, 2025.

1.29 “Workweeks” will be determined using the dates of active employment by Defendant (i.e., exclusive of leaves of absences) in California during the Class Period. Subject to Section 8.4 herein, Defendant’s employment records will be determinative for purposes of calculating the Workweeks and

CG



any payments to Participating Class Members under the Settlement. If an individual worked during any day of the Workweek, the Workweek shall be included in the calculation of their pro rata share of the Net Settlement Amount.

1.30 “Participating Class Members” are all Class Members who do not submit a timely and valid Request for Exclusion.

1.31 “Released Class Claims” shall mean any and all claims, rights, demands, liabilities and causes of action, whether known or unknown, that were asserted or that could have been asserted based on the facts alleged in the Operative Complaint in the Action during the Class Period, including, but not limited to, any and all claims for failure to pay wages (whether minimum or overtime wages), failure to provide meal or rest periods or provide premium pay in lieu thereof, failure to provide accurate and itemized wage statements, failure to timely pay all wages owed at time of separation of employment, claims under California Labor Code §§ 201-203, 218.5, 218.6, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 1198, any applicable California Industrial Welfare Commission Wage Order, California Code of Regulations, tit. 8, § 11010, and the California Unfair Competition Law, Business & Professions Code §§ 17200, *et seq.* The Released Class Claims as described above shall include any remedies for any of the claims described herein, including, damages, penalties of any nature, restitution, declaratory relief, equitable or injunctive relief, interest, and attorneys’ fees and costs.

1.32 “Released PAGA Claims” shall refer to any and all PAGA claims based on the facts alleged in the Operative Complaint or the PAGA Notice premised upon the California Labor Code §§ 201-203, 218.5, 218.6, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 1198, any applicable California Industrial Welfare Commission Wage Order.

1.33 “Released Parties” shall mean Defendant and all of its present and former parent companies, successors, predecessors, affiliates, subsidiaries, joint ventures, or affiliated entities subsidiaries, and all of the present or former officers, directors, members, shareholders, managers, human resources representatives, employees, agents, servants, insurance carriers, successors, assigns, representatives, or attorneys of the entities listed in this paragraph and any other persons acting by through, under or in concert with any of them.

A handwritten signature in black ink, appearing to be 'C.G.' followed by a stylized flourish.

1 **1.34 “Response Deadline”** means the deadline by which Class Members must postmark, email
2 or fax to the Settlement Administrator the Requests for Exclusion, Notices of Objection, and/or
3 Workweeks disputes. The Response Deadline will be 30 calendar days from the initial mailing of the Class
4 Notice by the Settlement Administrator, unless the 30th calendar day falls on a Sunday or State holiday,
5 in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
6 open. Those Class Members who receive a re-mailed Class Notice after having been returned
7 undeliverable, whether by skip-trace or otherwise, will have an additional 21 calendar days beyond the
8 Response Deadline to submit Requests for Exclusion, Notices of Objection, and/or Workweeks disputes.

9 **1.35 “Settlement Administrator”** refers to Apex Class Action LLC, the neutral entity the
10 Parties have mutually agreed to appoint to administer the Settlement.

11 **1.36 “Settlement Administration Cost”** refers to the Settlement Administrator’s fees and
12 expenses for administering the settlement, to be paid from the Gross Settlement Amount in order to
13 reimburse the Settlement Administrator. The Settlement Administrator will provide an estimated “not to
14 exceed” bid for its services which will be submitted to the Court in connection with the filing of the Motion
15 for Preliminary Approval. The Settlement Administration Cost is currently estimated to be \$7,000.00

16 **2. RECITALS**

17 **2.1 The Action.**

18 **2.1.1** On November 6, 2024, Plaintiff filed a wage and hour class action against
19 Defendant in the Superior Court of the State of California, County of San Bernardino, entitled *Christian*
20 *Gomez, on behalf of himself and all others similarly situated v. Chemcor Chemical Corporation*, Case
21 No. CIVRS2402058, alleging the following causes of action against Defendant: (1) failure to pay
22 minimum wages, in violation of California Labor Code §§ 1194 and 1197; (2) failure to pay overtime
23 wages, in violation of California Labor Code §§ 510 and 1194; (3) failure to authorize or permit meal
24 periods, in violation of California Labor Code §§ 226.7, and 512; (4) failure to authorize or permit rest
25 periods, in violation of California Labor Code § 226.7; (5) failure to provide complete and accurate
26 wage statements, in violation of California Labor Code § 226; (6) failure to timely pay all earned wages
27 and final paychecks due upon separation of employment, in violation of California Labor Code §§ 201-
28 203; and (7) unfair business practices, in violation of Business and Professions Code §§ 17200, *et seq.*

1 **2.1.2** On February 13, 2025, Plaintiff filed a First Amended Complaint (“Operative
2 Complaint”), alleging the following causes of action against Defendant: (1) failure to pay minimum
3 wages, in violation of California Labor Code §§ 1194 and 1197; (2) failure to pay overtime, in violation
4 of California Labor Code §§ 510 and 1194; (3) failure to authorize or permit meal periods, in violation
5 of California Labor Code §§ 226.7, and 512; (4) failure to authorize or permit rest periods, in violation
6 of California Labor Code § 226.7; (5) failure to provide complete and accurate wage statements, in
7 violation of California Labor Code § 226; (6) failure to timely pay all earned wages and final paychecks
8 due upon separation of employment, in violation of California Labor Code §§ 201-203; and (7) unfair
9 business practices, in violation of Business and Professions Code §§ 17200, *et seq.*; and (8) civil
10 penalties pursuant to PAGA, California Labor Code §§ 2698, *et seq.*

11 **2.2 The Parties Conducted Extensive Informal Discovery.**

12 **2.2.1** The Parties engaged in extensive informal discovery after agreeing to attend
13 private mediation. As part of the informal discovery process, Defendant provided Plaintiff with
14 Plaintiff’s personnel file, Plaintiff’s time and pay records, relevant written policies and procedures,
15 including written policies on timekeeping and meal and rest periods.

16 **2.2.2** Defendant also provided Plaintiff with a sample of employment data for
17 approximately 48% of the proposed class, or approximately 52 employees. The sample included daily
18 time records showing the start and stop time for each shift based on employee time punches and payroll
19 records showing the hours worked, regular earnings, overtime earnings, and sick and vacation pay.
20 Defendant also furnished Plaintiff with the proposed class census data, showing the number of current
21 and former non-exempt employees.

22 **2.2.3** All Parties have had ample opportunity to evaluate their respective positions on
23 the merits of the claims asserted.

24 **2.3 Private Mediation**

25 **2.3.1** On April 28, 2025, the Parties attended a full-day mediation with Daniel Turner,
26 Esq., a highly-respected and experienced mediator in wage-and-hour class action cases.

27 **2.3.2** After a full-day mediation, the Parties reached an impasse, but continued
28 settlement negotiations with the assistance from the mediator.

CB
[Signature]

1 **2.3.3** On May 9, 2025, Mr. Turner issued a mediator's proposal. All Parties accepted
2 the proposal, thereby agreeing to settle the Action for an amount not to exceed \$295,000 (i.e., the Gross
3 Settlement Amount).

4 **2.4 The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever settle,
5 compromise, and discharge any and all claims, rights, demands, charges, complaints, obligations or
6 liability of any and every kind that were or could have been pled based on the factual allegations in the
7 Operative Complaint in the Action arising during the Class Period and PAGA Period, including, but not
8 limited to, the Released Class Claims and Released PAGA Claims.

9 **3. NON-ADMISSIONS OF LIABILITY**

10 **3.1** Defendant denies and continues to deny all of the allegations made by Plaintiff in the
11 Action, and denies and continues to deny that it is liable or owes any damages, penalties or other
12 compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action.
13 Defendant denies any liability or wrongdoing of any kind in connection with Plaintiff's claims, and
14 contends that, during all relevant times, it complied with all applicable California and federal law.
15 Nonetheless, without admitting or conceding any liability or damages whatsoever, and without admitting
16 that a class and/or representative action is appropriate except for settlement purposes alone, Defendant
17 has agreed to settle the Action on the terms and conditions set forth in this Agreement, to avoid the
18 burden, expense, and uncertainty of continuing with litigation.

19 **3.2** The Parties understand and agree that this Agreement and any exhibits thereto are
20 settlement documents and shall be inadmissible for the purpose of showing liability against Defendant or
21 the Released Parties. However, the Parties agree that, to the extent permitted by law, this Agreement
22 may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against,
23 any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this
24 Agreement.

25 **4. FINANCIAL TERMS OF THE SETTLEMENT**

26 **4.1 Gross Settlement Amount.** Subject to the terms and conditions of this Agreement,
27 Defendant shall pay the Gross Settlement Amount of \$295,000, in addition to any employer-side payroll
28 taxes owed on any wage portion of the settlement, which includes Class Counsel Fees and Costs to Class

CG
[Signature]

Counsel, Enhancement Award to Plaintiff, Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment and Settlement Administration Costs to Settlement Administrator. The Gross Settlement Amount is a material term of the Agreement and shall not be increased, except as provided in the Escalator Clause referenced in Section 4.2 of this Agreement.

4.2 Escalator Clause. This Settlement is premised on Defendant's estimate that (1) Class Members would have worked approximately 8,266 Workweeks from June 14, 2022 through the date of mediation on April 28, 2025; and (2) Aggrieved Employees would have worked approximately 2,333 bi-weekly Pay Periods from November 6, 2023 through the date of mediation on April 28, 2025. In the event it is determined that the actual number of Workweeks worked by Class Members during the period from June 14, 2022 through April 28, 2025 exceeds 8,266 by more than 10% (i.e., exceeds 9,093 workweeks), Defendant shall have the option to (1) shorten the Class Period as of the date on which the 10 percent overage is reached, or (2) proceed with the release through the Class Period provided herein with a pro rata increase of the Gross Settlement Amount, by increasing the Gross Settlement Amount by the same number of percentage points above 10% by which the actual number of additional Workweeks during the Class Period exceeds 10%. For example, if the actual number of Workweeks is determined to be 11% higher than 8,266, then Defendant has the option to increase the Gross Settlement Amount by 1%.

4.3 Class Counsel Fees and Costs. Plaintiff will apply to the Court for an award of Class Counsel Fees not to exceed 35% of the Gross Settlement Amount, or \$103,250, and reasonable documented costs directly incurred for purposes of the Action, as supported by declarations, not to exceed \$20,000. Except as provided in this Agreement, Defendant shall have no liability for any other attorneys' fees, costs or expenses in connection with the Action. In the event that the Escalator Clause described in Paragraph 4.2 herein is triggered and the Gross Settlement Amount is increased, the amount of Class Counsel Fees will increase in order to remain 35% of the Gross Settlement Amount.

4.3.1 Plaintiff will be responsible for submitting all documents to support his request for attorneys' fees, costs, and expenses in connection with the Action. Defendant agrees not to oppose or object to Plaintiff's request for Class Counsel Fees and Costs if it is made in accordance with the terms of this Agreement.



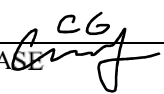
1 **4.3.2** If the Court does not approve or approves only a lesser amount than that requested
2 by Class Counsel for Class Counsel Fees and Costs, the other terms of the Agreement shall still apply.
3 The Court's refusal to approve the Class Counsel Fees and Costs requested by Class Counsel does not
4 give the Plaintiff, Class Members, or Class Counsel any basis to abrogate the Agreement. Any amount
5 of Class Counsel Fees and Costs requested by Class Counsel but unapproved by the Court shall be
6 allocated by the Settlement Administrator to the Net Settlement Amount.

7 **4.4 Enhancement Award.** Subject to the Court's approval, Defendant agrees to pay an
8 Enhancement Award of up to \$10,000.00 to Plaintiff. The Enhancement Award shall be paid from the
9 Gross Settlement Amount, as an enhancement for Plaintiff's services as the Class Representative and
10 additional claims released by Plaintiff. The Enhancement Award shall be in addition to any pro rata
11 share of the Net Settlement Amount that Plaintiff may otherwise receive as Individual Class Payment or
12 Individual PAGA Payment under the Agreement.

13 **4.4.1** Defendant will not oppose Plaintiff's request for the Enhancement Award.
14 Defendant will not deduct any payroll taxes from the Enhancement Award because it is not considered
15 to be payment of wages. Plaintiff will be responsible for correctly characterizing this compensation for
16 tax purposes and for paying any taxes owing on said amount. Plaintiff shall indemnify and hold
17 harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the
18 payment of the Enhancement Award.

19 **4.4.2** The Court's approval of the Enhancement Award is not a material term of the
20 Agreement. The Parties agree that a denial or reduction by the Court of the requested Enhancement
21 Award is not a basis for rendering the Agreement voidable or unenforceable. Any reduction by the Court
22 of the Enhancement Award shall be allocated by the Settlement Administrator to the Net Settlement
23 Amount.

24 **4.5 PAGA Penalties.** Subject to the Court's approval, the Parties shall allocate \$50,000 to
25 the PAGA Penalties to be paid from the Gross Settlement Amount. The PAGA Penalties shall be
26 allocated as follows: 65% of the PAGA Penalties will be paid to the LWDA, and 35% of the PAGA
27 Penalties will be paid to the Aggrieved Employees pursuant to Labor Code § 2699(i). The PAGA
28



Penalties paid under this Settlement will be treated 100% as penalties, to be reported on IRS Form 1099-MISC (if applicable).

4.6 Settlement Administration Cost. Subject to the Court's approval, Defendant agrees to pay the Settlement Administrator the Settlement Administration Cost, currently estimated at \$7,000.00, for the administration of this Settlement. The Settlement Administration Cost shall be paid from the Gross Settlement Amount. Any reduction by the Court or any unused amount shall revert to the Net Settlement Amount. The Settlement Administrator shall assist in all aspects of the settlement process for the Action, including, but not limited to:

4.6.1 Printing, distributing, and tracking the Class Notice and resending the Class Notice pursuant to the terms of this Agreement;

4.6.2 Establishing a separate Employer Identification Number for Defendant and a Qualified Settlement Fund, tax reporting, making tax payments, and providing required 1099 and W-2 forms;

4.6.3 Calculating and distributing the Class Counsel Fees And Costs, Enhancement Award, Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment and Settlement Administration Cost.

4.6.4 Documenting and determining which Class Members have submitted a timely and valid Request for Exclusions, Notice of Objections, and/or Workweek disputes;

4.6.5 Depositing the funds from uncashed or undelivered checks to the appropriate agency under this Agreement; and

4.6.6 Providing necessary reports and declarations, as requested by the Parties or the Court, including weekly reports on the number of Class Members who have timely submitted Requests for Exclusion, Notices of Objection, and/or Workweek disputes.

4.7 Net Settlement Amount. After deducting (i) the court-approved Class Counsel Fees and Costs, (ii) the court-approved Enhancement Award, (iii) the court-approved PAGA Penalties, and (iv) the court-approved Settlement Administration Cost, the remainder of the Gross Settlement Amount is the Net Settlement Amount. Class Payments made under this Settlement will be attributed 90% as penalties and interest, to be reported on IRS Form 1099-MISC (if applicable), and 10% as unpaid wages,



1 to be reported on IRS Form W-2 and subject to payroll deductions. The employer's share of payroll
2 taxes on the wages portion of the Net Settlement Amount shall be paid by Defendant separately and in
3 addition to the Gross Settlement Amount. The Parties warrant and represent that the allocation of the
4 Net Settlement Amount as 90% to non-wage payments (*e.g.*, business expenses, interest, and statutory
5 penalties) and 10% to wage-related payments is reasonably within the parameters of liability for the
6 Action, given that the vast of majority of recovery, if any, in the Action would be comprised of statutory
7 penalties and interest. Participating Class Members shall be solely and legally responsible for paying all
8 other applicable taxes on their respective shares of the Net Settlement Amount and shall indemnify and
9 hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of
10 the payments.

11 **5. RELEASES**

12 **5.1 Release by Participating Class Members.** Upon the Effective Date and Defendant fully
13 funding the Gross Settlement Amount, the Participating Class Members, including Plaintiff and his
14 heirs, executors, administrators, agents and assigns, fully and finally release and forever discharge the
15 Released Parties from any and all Released Class Claims arising during the Class Period. As a result of
16 this release, the Participating Class Members will be unable to bring a claim or seek recovery for any
17 alleged violations of the Released Class Claims that took place during the Class Period. Except as set
18 forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims,
19 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
20 Housing Act, unemployment insurance, disability, social security, workers' compensation (or any other
21 claim(s) that cannot be released as a matter of law), claims or actions to enforce this Agreement, or
22 claims based on facts occurring outside the Class Period.

23 **5.2 Release by the State of California and the Aggrieved Employees.** Upon the Effective
24 Date and Defendant fully funding the Gross Settlement Amount, Plaintiff, on behalf of the State of
25 California and the Aggrieved Employees, fully and finally releases and forever discharges the Released
26 Parties from any and all Released PAGA Claims arising during the PAGA Period. As a result of this
27 release, Plaintiff, the State of California, and the Aggrieved Employees will not be able to bring a claim
28 or seek civil penalties based on the Released PAGA Claims that took place during the PAGA Period.



1 **5.3 Additional Release by Plaintiff.** In addition to the Released Class Claims and the
2 Released PAGA Claims, upon the Effective Date and Defendant fully funding the Gross Settlement
3 Amount, Plaintiff will generally release and forever discharge the Released Parties, to the fullest extent
4 permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, based
5 on facts arising during the Class Period which Plaintiff has or may have against the Released Parties as
6 of the date of execution of this Agreement. For the purpose of implementing a full and complete release
7 and discharge of the Released Parties, Plaintiff expressly waives all rights provided by California Civil
8 Code § 1542, or any other similar provisions of applicable law, which are as follows:

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

13 The foregoing waiver shall not extend to claims or actions to enforce this Agreement, claims that
14 are based on facts outside the Class Period, claims for workers’ compensation benefits, claims for
15 unemployment benefits, vested employee or retirement benefits, or other claims that may not be released
16 by law.

17 **5.4 Injunction from Pursuing Released Claims.** Upon final approval of the Settlement,
18 Plaintiff, Participating Class Members, the State of California, and the Aggrieved Employees shall be
19 enjoined from filing, initiating, or continuing to prosecute any actions, claims, complaints, or
20 proceedings in any court, or with the LWDA, regarding the claims released in the Agreement.

21 **6. COMPUTATION OF SETTLEMENT PAYMENTS TO PARTICIPATING IN CLASS**
22 **MEMBERS AND AGGRIEVED EMPLOYEES**

23 **6.1 Payments Based on Workweeks.** The Net Settlement Amount will be distributed to
24 eligible Participating Class Members based on their number of Workweeks worked during the Class
25 Period. Defendant shall provide records (*i.e.*, the Class Data List) showing the total Workweeks of Class
26 Members during the Class Period. Defendant’s records shall be determinative for purposes of calculating
27 the number of Workweeks worked and any payments to the Participating Class Members.
28

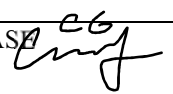
1 **6.2 Distribution of Net Settlement Amount.** The Individual Class Payments to Participating
2 Class Members will be determined by dividing the value of Net Settlement Amount by the total number
3 of Workweeks of all Participating Class Members during the Class Period, and then multiplying the
4 resulting figure by the number of Workweeks of each Participating Class Member during the Class
5 Period.

6 **6.3 Distribution of PAGA Payments.** Individual PAGA Payments to Aggrieved Employees
7 will be determined by dividing \$17,500.00 (35% of the PAGA Penalties, which is allocated to
8 Aggrieved Employees) by the total number of bi-weekly Pay Periods of all Aggrieved Employees during
9 the PAGA Period, and then multiplying the resulting figure by the number of bi-weekly Pay Periods of
10 each Aggrieved Employee during the PAGA Period.

11 **6.4 No Impact on Employee Benefit Plans.** None of the payments made pursuant to the
12 Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or
13 contributions to any benefit plan, including, without limitation, all plans subject to the Employee
14 Retirement and Income Security Act of 1974 (“ERISA”). Any distribution of payments to Plaintiff and
15 Participating Class Members shall not be considered as a payment of wages or compensation under the
16 terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the
17 amount of any past or future contribution to, or level of benefits under any applicable benefit plan. Any
18 amounts paid will not impact or modify any previously credited hours of service or compensation taken
19 into account under any benefit plan sponsored or contributed to by Defendant or any jointly-trusted
20 benefit plan. For purposes of this Agreement, “benefit plan” means each and every “employee benefit
21 plan,” as defined in 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus,
22 pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability,
23 vacation, sick time or pay, severance, hospitalization, insurance, incentive, deferred compensation, or
24 any other similar benefit plan, practice, program, or policy.

25 **7. NOTICE TO CLASS MEMBERS AND AGGRIEVED EMPLOYEES**

26 **7.1 Class Data List.** Defendant shall provide the Settlement Administrator with the Class
27 Data List within 30 calendar days after the Court grants Preliminary Approval of the proposed
28 Settlement. The Class Data List is being provided confidentially to the Settlement Administrator only,

A handwritten signature in black ink, appearing to be 'EG' followed by a stylized flourish.

1 and the Settlement Administrator shall treat the information as private and confidential and take all
2 necessary precautions to maintain the confidentiality of Class Data List. This information is to be used
3 only to carry out the Settlement Administrator's duties as specified in this Settlement. Defendant has a
4 continuing duty to immediately notify Class Counsel if it discovers that the Class Data List omitted class
5 member identifying information and to provide a corrected or updated Class Data List as soon as
6 reasonably feasible.

7 **7.2 Mailing of Class Notice.** The Settlement Administrator shall mail the Class Notice to
8 Class Members within 15 calendar days of the receipt of the Class Data List via First Class U.S. Mail,
9 using the most current, known mailing address for each Class Member based on information provided
10 by Defendant.

11 **7.3 Non-Delivered Class Notice or Checks.** Any mailing returned to the Settlement
12 Administrator as undeliverable shall be re-mailed within five calendar days via First Class U.S. Mail to
13 the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
14 Administrator shall attempt to determine the correct address using a computer-based skip-trace search,
15 and it shall then perform a single re-mailing via First Class U.S. Mail within five calendar days. If the
16 computer-based skip-trace search does not provide a correct address, the Settlement Administrator shall
17 attempt to determine the correct address using the Class Member's Social Security number and any
18 available information provided by Defendant. If the Settlement Administrator is unable to determine the
19 correct address using the Class Member's Social Security number and/or any information provided by
20 Defendant, the Settlement Administrator shall perform a search based on the National Change of
21 Address Database maintained by the United States Postal Service to update and correct any known or
22 identifiable address changes.

23 **8. OPTIONS TO RESPOND**

24 **8.1 Consideration Period.** The Settlement Administrator shall provide the Class Notice to
25 the Class Members and Aggrieved Employees of the Settlement and their respective Workweeks worked
26 and estimated Individual Class Payments and/or Individual PAGA Payments pursuant to the Preliminary
27 Approval Order issued by the Court. Class Members shall submit a Request for Exclusion, Notice of
28 Objection, and/or Workweeks dispute by the Response Deadline. Except as specifically provided herein,

no Request for Exclusion, or Notice of Objection that is postmarked or faxed after the Response Deadline, or, with respect to a re-mailed Class Notice, an additional 21 calendar days beyond the Response Deadline, shall be considered.

8.2 Request for Exclusion and Opt-Out Rights. Class Members shall be given the opportunity to opt out of the Class Settlement.

8.2.1 Opt-Out Procedures. Class Members may opt out of the Class Settlement by mailing to the Settlement Administrator a Request for Exclusion. Any such Request for Exclusion must be emailed, postmarked or faxed by the Response Deadline (plus an additional 21 days for Class Members whose Class Notice is re-mailed). A valid Request for Exclusion must: (a) state the case name and number of the Action; (b) provide the Class Member's name (and former names, if any), current address, current telephone number, and last four digits of his or her Social Security number; and (c) clearly state that the Class Member wishes to be excluded from the Class Settlement. The Administrator will accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. Any Request for Exclusion that does not include all of the required information or that is not submitted in a timely manner will be deemed null, void, and ineffective. If there is a dispute regarding the timeliness or validity of a Request for Exclusion, the Settlement Administrator shall make the determination, after consultation with Class Counsel and Defense Counsel.

8.2.2 Effect of Opt-Out. Any Class Member who opts out of the Class Settlement may not object to the Class Settlement, shall not receive an Individual Class Payment, and shall not be bound by the applicable Released Class Claims provisions in this Agreement. If a Class Member submits both a Request for Exclusion and a Notice of Objection, the Settlement Administrator will attempt to contact the Class Member to inquire regarding his or her intention to opt out of or object to the Class Settlement. If the Settlement Administrator is unable to confirm the Class Member's intention, the Class Member's Request for Exclusion will be valid and be deemed to invalidate the Notice of Objection.

8.2.3 Aggrieved Employees shall not be allowed to opt out of the PAGA Settlement or the Individual PAGA Payment they receive.

A handwritten signature in black ink, appearing to be "CG" followed by a stylized flourish.

1 **8.3 Objection Rights.** Because the Class will be certified by the Court for purposes of
2 settlement, only Participating Class Members who do not opt out of the Class Settlement shall be
3 entitled to object to the terms of the Class Settlement.

4 **8.3.1 Objection Procedures.** Only Participating Class Members may object to the class
5 action components of the Settlement (e.g., contesting the fairness of the Settlement, and/or amounts
6 requested for the Class Counsel Fees and Costs or Enhancement Award).

7 **8.3.2 Objections to the Settlement** must be made using the procedures set forth in the
8 Class Notice. A timely and valid written objection to the Settlement (i.e., Notice of Objection) must be
9 sent to the Settlement Administrator and postmarked by the Response Deadline. A Notice of Objection
10 shall be deemed to be submitted as of the emailed, postmarked or fax date. To be a valid objection, the
11 Notice of Objection must include the following: (i) the case name and number of the Action; (ii) the
12 objector's full name, signature, address, telephone number, and last four digits of the Social Security
13 Number of the Participating Class Member submitting the Notice of Objection; and (iii) a written
14 statement regarding the objection. In the alternative, Participating Class Members may appear in Court
15 (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

16 **8.3.3 Participating Class Members** who submit an objection remain bound by this
17 Agreement.

18 **8.3.4 Waiver of Objection Rights.** Participating Class Members who fail to make
19 objections in the manner specified in the Class Notice shall be deemed to have waived any objections
20 and shall be foreclosed from making any objection to this Agreement.

21 **8.3.5 Aggrieved Employees** shall not be allowed to object to the PAGA Settlement or
22 the Individual PAGA Payment they receive.

23 **8.4 Disputed Workweeks on Class Notice.** Participating Class Members will have an
24 opportunity to dispute the number of Workweeks and/or PAGA Pay Periods allocated to them. To do
25 so, Participating Class Members must challenge their allocation by communicating with the Settlement
26 Administrator and submitting supporting documentation showing that such information is inaccurate on
27 or before the Response Deadline. The Settlement Administrator may request that the challenging Class
28 Member submit supporting documentation for such challenge. The Settlement Administrator will

A handwritten signature in black ink, appearing to be "CG" followed by a stylized flourish.

1 evaluate the evidence submitted by the individual and will make the final decision as to the merits of the
2 dispute. In the absence of any contrary documentation, the Administrator is entitled to presume that the
3 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data
4 List. The Settlement Administrator's determination of each Participating Class Member's allocation of
5 Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to
6 challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of
7 Workweeks and/or PAGA Pay Periods, and the Administrator's determination of the challenges, to
8 Defense Counsel and Class Counsel.


9 **8.5** All disputes will be decided within 10 business days after the Response Deadline. The
10 Settlement Administrator shall have the right to contact Defense Counsel and/or Class Counsel if it
11 determines more information is needed to resolve any issue of disputed Workweeks.

12 **8.6 Defendant's Rights to Withdraw Based on the Number of Requests for Exclusion.**
13 Defendant has the right, at its sole option, to withdraw from this Agreement if 10% or more of the Class
14 Members submit a timely and valid Request for Exclusion. Defendant must exercise this right of
15 rescission in writing within 10 business days after the Settlement Administrator notifies the Parties in
16 writing that at least 10% or more of the Class Members have opted out of the Class Settlement. If
17 Defendant exercises this right to withdraw, Defendant will be responsible for all Settlement
18 Administration Costs incurred by the Settlement Administrator.

19 **8.7 Administrator's Declaration re Motion for Final Approval; Proof of Class**
20 **Members' Responses.** No later than 75 calendar days after the initial mailing of the Class Notice, the
21 Settlement Administrator will prepare and submit a declaration attesting to its mailing of the Class
22 Notice, its inability to deliver any mailing due to invalid addresses, its receipt of valid Requests for
23 Exclusion and Notices of Objection, and any other information that the Parties request be included. At
24 least 10 calendar days prior to the Final Approval Hearing, the Settlement Administrator will prepare a
25 supplemental declaration (at the request of Plaintiff or Defendant) to submit to the Court.

26 **9. SETTLEMENT APPROVAL PROCEDURE**

27 **9.1 Preliminary Approval of Class/Representative Settlement.** Upon execution of this
28 Agreement, Plaintiff shall promptly prepare the Motion for Preliminary Approval of



1 Class/Representative Settlement to be filed in San Bernardino County Superior Court where the Action
2 is pending.

3 **9.1.1 Preliminary Approval Papers.** The Parties shall use their good faith efforts to
4 ensure that the Motion for Preliminary Approval of Class/Representative Settlement is filed with the
5 Court within 45 days of execution of this Agreement. The Motion shall seek an order conditionally
6 certifying the Class for the sole purpose of settlement, and preliminarily approving the proposed
7 Settlement according to the terms in this Agreement. The Motion also shall seek an order that provides
8 for the Class Notice to be sent to Class Members as specified in this Agreement. This Motion shall
9 include the bases for the Gross Settlement Amount and why the amount is reasonable in light of the facts
10 and controlling authorities pertaining to the claims alleged in the Action. The Motion shall also be
11 accompanied by signed declarations by Class Counsel, discussing the risks of continued litigation and
12 that the best interests of both Parties and the Class Members are served by the terms of this Agreement.

13 **9.2 Final Approval.** Plaintiff shall submit to the Court a Motion for Final Approval of the
14 Class and Representative Settlement as soon as practicable after the Response Deadline or pursuant to
15 order by the Court. The Motion shall request the entry of a Final Approval Order, which shall include
16 findings and orders: (a) approving the Agreement; (b) adjudging the terms to be fair, reasonable, and
17 adequate; (c) reciting the release terms in full; (d) directing that the Settlement terms and provisions be
18 carried out; (e) approving the Class Counsel Fees and Costs, and the Enhancement Award under the
19 terms of the Agreement, which Defendant shall not oppose; and (f) retaining jurisdiction to oversee
20 administration and enforcement of the terms of this Agreement and the Court's orders.

21 **9.3 Effect of Failure to Obtain Preliminary or Final Approval.** If the Court does not grant
22 Preliminary or Final Approval or conditions Preliminary or Final Approval on any material change to the
23 Settlement (including, but not limited to, the scope of release to be granted by Class Members), the
24 Parties will expeditiously work together in good faith to address the Court's concerns by revising the
25 Agreement as necessary to obtain Preliminary or Final Approval. Subsequently, if the proposed
26 settlement or a substantially similar settlement mutually agreed to by the Parties is not preliminarily or
27 finally approved by the Court, the Action shall proceed as if no settlement had been attempted, and the
28 Parties will resume litigation of the class action claims in Court, unless the Parties jointly agree to seek

1 reconsideration of the ruling or the Court's approval of a renegotiated settlement. In such event,
2 Defendant retains the right to contest whether any aspect of the Action should be maintained as a class
3 or representative action, and/or to contest the merits of the claims being asserted by Plaintiff or Class
4 Members in the Action. The Parties also agree that by entering into this Agreement and seeking judicial
5 approval of the Settlement, Defendant does not waive and has not waived any right to enforce any
6 arbitration agreements with the Class Members.

7 **9.4 Entry of Judgment.** The Parties shall request that the Court issue Judgment in
8 accordance with this Agreement and without further fees or costs to any party except as expressly set
9 forth in this Agreement. In the event either the Court fails to enter final judgment in accordance with this
10 Agreement, or such final judgment is vacated or reversed, the Action shall proceed as if no settlement
11 had been attempted, unless the Parties jointly agree to seek reconsideration or appellate review of the
12 ruling or approval of a renegotiated settlement.

13 **9.5 Notice to the LWDA.** Plaintiff shall give written notice of the Settlement to the LWDA
14 simultaneously with the filing of the Motion for Preliminary Approval of Class/Representative
15 Settlement in the Action, to provide the LWDA the opportunity to comment and/or object to the terms of
16 the Settlement before Plaintiff moves for Final Approval.

17 **10. FUNDING AND DISTRIBUTION OF THE GROSS SETTLEMENT AMOUNT**

18 **10.1 Funding of Gross Settlement Amount.** The Settlement Administrator shall establish a
19 Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of
20 administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund
21 with its own Employer ID Number and calculate all settlement checks and payroll deductions and
22 withholdings required under law based on information that will be confidentially furnished by
23 Defendant. Within 30 calendar days after the Effective Date, Defendant shall deposit the Gross
24 Settlement Amount into an interest bearing escrow account with the Settlement Administrator.

25 **10.2 Timing of Disbursement of Gross Settlement Amount.**

26 **10.2.1 Class Counsel Fees and Costs.** Subject to the terms of the Agreement, the
27 Settlement Administrator shall distribute payment of any approved Class Counsel Fees and Costs within
28 20 calendar days after the funding of the Gross Settlement Amount. Plaintiff shall direct Class Counsel

1 to allocate this payment among themselves and any other counsel for Plaintiff settling claims through
2 this Agreement. The Settlement Administrator shall issue an Internal Revenue Service Form 1099-MISC
3 to Class Counsel for any Class Counsel Fees and Costs payment, based on the allocation communicated
4 by Plaintiff. Class Counsel will be solely and legally responsible for paying all applicable taxes on any
5 payment of Class Counsel Fees and Costs. In no event will Defendant be liable for any taxes, penalties,
6 or interest arising as a result of the payment of Class Counsel Fees and Costs.

7 **10.2.2 Enhancement Award.** Subject to the terms of the Agreement, the Settlement
8 Administrator shall pay to Plaintiff any approved Enhancement Award within 20 calendar days after the
9 funding of the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099-
10 MISC to Plaintiff for any Enhancement Award. Plaintiff shall be solely and legally responsible for
11 paying all applicable taxes on any Enhancement Award and shall indemnify and hold harmless
12 Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

13 **10.2.3 Settlement Administration Cost.** Subject to the terms of the Agreement, the
14 Settlement Administrator shall pay itself any approved Settlement Administration Cost within 20
15 calendar days after the funding of the Gross Settlement Amount. The Settlement Administrator will be
16 solely and legally responsible for paying all applicable taxes on the payment of any Settlement
17 Administration Cost and will indemnify and hold harmless Defendant from any claim or liability for
18 taxes, penalties, or interest arising as a result of the payment.

19 **10.2.4 Distribution of PAGA Payment.** Subject to the terms of the Agreement, the
20 Settlement Administrator shall distribute Individual PAGA Payments to Aggrieved Employees within
21 20 calendar days after the funding of the Gross Settlement Amount. The amount of Individual PAGA
22 Payments to Aggrieved Employees will be determined by dividing \$17,500.00 (35% of the PAGA
23 Payment, which is allocated to Aggrieved Employees) by the total number of bi-weekly Pay Periods of
24 all Aggrieved Employees during the PAGA Period, and then multiplying the resulting figure by the
25 number of bi-weekly Pay Periods of each Aggrieved Employee during the PAGA Period.

26 **10.2.5 Distribution of Net Settlement Amount.** Subject to the terms of the Agreement,
27 the Settlement Administrator shall distribute the Individual Class Payments to Participating Class
28 Members within 20 calendar days after the funding of the Gross Settlement Amount. The Settlement

1 Administrator shall issue any necessary IRS Form 1099-MISC and Form W-2 statements to
2 Participating Class Members for their respective Individual Class Payments.

3 **10.3 Undeliverable or Uncashed Checks.**

4 **10.3.1** The Settlement Administrator shall maintain a list of the postmark date for the
5 original mailing of the Individual Class Payment checks, if any, to the Participating Class Members, the
6 postmark date of any subsequent mailing to any Participating Class Members, and a list of any
7 individuals who did not receive the settlement checks due to the inability to locate a valid address using
8 the procedures described herein above in Section 7.3 or who otherwise could not be located within two
9 attempts at mailing.

10 All Class Payment checks will remain valid and negotiable for 180 days from the date of their
11 mailing by the Settlement Administrator. After 180 calendar days from the date of mailing, the checks
12 shall become null and void, and any monies remaining in the distribution account shall be distributed by
13 the Settlement Administrator to the California State Controller's Office pursuant to California's
14 Unclaimed Property Law, California Civil Code § 1500, *et. seq.* for the benefit of the Class Member(s)
15 whose funds are undeliverable and/or who did not cash their checks until such time that they claim their
16 property, or the property is otherwise disposed of pursuant to the Unclaimed Property Laws. The
17 Settlement Administrator will send Defendant a list of any such undeliverable funds and/or uncashed
18 checks seven calendar days prior to distributing those funds to the Controller. No part of the Net
19 Settlement Amount shall be returned to Defendant.

20 **10.3.2** For any Participating Class Members for whom the settlement checks were
21 deemed undeliverable, the funds associated with the settlement payment will be distributed to the
22 California State Controller's Office pursuant to California's Unclaimed Property Law.

23 **11. MISCELLANEOUS PROVISIONS**

24 **11.1 Interim Stay of Proceedings.** The Parties agree to refrain from further litigation in the
25 Action, except such proceedings necessary to implement and to obtain Preliminary and Final Approval
26 of the terms of the Agreement. Subject to Section 9.3 herein, if the Settlement is not finally approved,
27 the Parties agree that they will revert to their positions in the lawsuit prior to the time the Agreement
28



1 was reached, and no terms set forth in this Agreement will be admissible in any future proceedings in
2 this case or any other action.

3 **11.2 Certification of Class Action and Representative Action for Settlement Purposes**

4 **Only.** The Parties agree to stipulate to class action and representative action certification for purposes of
5 the settlement only. If, for any reason, the settlement is not approved, the stipulation to certification will
6 be void, and Defendant shall have the full opportunity to file any motion to challenge class certification
7 or any motion to challenge the manageability of PAGA claims. The Parties further agree that
8 certification for purposes of the settlement is not an admission that class action or representative action
9 certification is proper under the standards applied to contested certification motions and that this
10 Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class or
11 representative action should be certified or (ii) Defendant is liable to Plaintiff or any Class Member,
12 other than according to the terms of the Agreement.

13 **11.3 No Waiver of Defendant's Arbitration Agreement.** Some Class Members have signed
14 arbitration agreements with a class action waiver. Notwithstanding those agreements to arbitrate, they
15 are permitted to participate in this Settlement. However, if the settlement is not approved, this
16 Agreement shall not constitute a waiver of Defendant's right to enforce its arbitration agreements,
17 including the class action waiver, in this or any other proceeding.

18 **11.4 Mutual Cooperation.** The Parties, by and through their respective counsel, agree to fully
19 cooperate with each other to accomplish the terms of this Agreement, including, but not limited to,
20 execution of such documents and taking such other action as may reasonably be necessary to implement
21 the terms herein. The Parties agree to use their good faith efforts and any other efforts that may become
22 necessary by order of the Court, or otherwise, to effectuate this Agreement.

23 **11.5 Class Counsel's Representation.** The Parties agree and represent that they will not
24 engage in any conduct to undermine the terms of the Agreement. Plaintiff will not, and shall direct its
25 Counsel not to, engage in any solicitation efforts to persuade any Class Member from opting out of or
26 objecting to the Settlement. Class Counsel does not represent any Class Members other than Plaintiff
27 and will not actively solicit any other Class Members to pursue claims that have been released in this
28 Settlement on an individual, collective, class or representative basis, except if Plaintiff becomes unable

1 to serve as Class Representative and must be replaced. Class Counsel will endeavor to obtain Plaintiff's
2 signature within 15 days after Class Counsel and Defense Counsel finalize this Agreement. The Parties
3 agree that verifiable electronic signatures are sufficient.

4 **11.6 Parties' Authority.** The Parties hereto represent that they are fully authorized to enter
5 into this Agreement and to be bound by all terms stated herein. It is agreed by the Parties that
6 Participating Class Members are so numerous that it is impossible or impractical to have each
7 Participating Class Member execute this Agreement. It is agreed by the Parties that this Agreement may
8 be executed on behalf of Participating Class Members and by Plaintiff and Class Counsel.

9 **11.7 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties
10 with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and
11 understandings between the Parties shall be deemed merged into this Agreement. However, if the Court
12 does not issue an Order for Preliminary Approval or Final Approval of this Agreement, and the Parties
13 are unable to reach an understanding that satisfies the Court's concerns, then the Parties shall have the
14 right to seek enforcement of the Memorandum of Understanding.

15 **11.8 Arms' Length Transaction; Materiality of Terms.** The Parties have arrived at this
16 Agreement as a result of arm's length negotiations. Except as otherwise stated in this Agreement, all
17 terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this
18 Agreement and have been relied upon by the Parties in entering into this Agreement.

19 **11.9 Counterparts.** This Agreement may be executed in counterparts, and when each party
20 has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and
21 when taken together with other signed counterparts, shall constitute one signed Agreement, which shall
22 be binding upon and effective as to all Parties.

23 **11.10 Facsimile or Scanned Signatures.** Any party may sign and deliver this Agreement by
24 signing on the designated signature block and transmitting that signature page via facsimile or as an
25 attachment to an e-mail to counsel for the other party. Any signature made and transmitted by facsimile
26 or as an attachment to an e-mail for the purpose of executing this Agreement shall be deemed an original
27 signature for purposes of this Agreement and shall be binding upon the party who transmits the signature
28 page.



1 **11.11 Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to
2 Plaintiff and Participating Class Members, their spouses, children, representatives, heirs, administrators,
3 executors, beneficiaries, conservators, attorneys, and assigns.

4 **11.12 Construction.** The determination of the terms and conditions of this Agreement has been
5 by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and
6 the terms and conditions of this Agreement are not intended to be, and shall not be, construed against
7 any party by virtue of draftsmanship.

8 **11.13 Severability Clause for Invalidity of Any Provision.** Before declaring any provision of
9 this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
10 possible consistent with applicable precedents so as to render all provisions of this Agreement valid and
11 enforceable.

12 **11.14 No Prior Assignments or Undisclosed Liens.** Plaintiff represents and warrants that he
13 has not assigned, transferred, conveyed, or otherwise disposed of, or purported to assign, transfer,
14 convey, or otherwise dispose of, any Released Claims or the attorneys' fees and costs to be paid
15 pursuant to this Agreement. Plaintiff further represents and warrants that there are not any liens or
16 claims against any of the amounts to be paid by Defendant pursuant to this Agreement. Plaintiff agrees
17 to defend, to indemnify, and to hold Defendant harmless from any liability, losses, claims, damages,
18 costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these representations
19 or from any lien or assignment.

20 **11.15 No Initiated Publicity.** Plaintiff shall not, and shall direct its Counsel not to, take any
21 action or initiate to publicize, or cause to be publicized, directly or indirectly, the discussions resulting in
22 or the existence of this settlement or its terms, in any type of mass media, including, but not limited to,
23 speeches, press conferences, press releases, interviews, television or radio broadcasts, blogs, websites,
24 newspapers, Internet posting, Facebook, Instagram, Twitter or any other social media, or information
25 furnished to legal news media, including but not limited to *Bloomberg Law*, *Law 360*, and the *Daily*
26 *Journal*. Similarly, Plaintiff shall direct its Counsel not to, refer to Defendant by name in its public
27 marketing materials, law firm websites, or posting with any other organizations, such as the California
28 Employment Lawyers Association ("CELA"). If contacted by media outlets regarding this case,

Plaintiff shall, and shall direct its Counsel to, simply state that the lawsuit exists and has been resolved. Nothing in this section shall prevent the Settlement Administrator from posting the Class Notice approved by the Court on their website for Class Members' reference.

11.16 Continuing Jurisdiction. The Court shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and settlement including, but not limited to, jurisdiction pursuant to CCP § 664.6. The Court shall not have jurisdiction to modify the terms of the Agreement without the consent of all of the Parties.

11.17 Modification. The Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto or their counsel of record. After Preliminary Approval of the Settlement has been granted, the Settlement may not be modified except by a writing signed by the Parties hereto, and approved by the Court.

11.18 Disputes. If the Parties have a dispute with regard to the language of this Agreement, they agree to first attempt to resolve the dispute informally through good faith negotiations, but if those efforts are unsuccessful, they agree to first submit any such dispute to private mediation with Daniel Turner, Esq. before seeking Court intervention. The Parties will split the costs of mediation, and all parties will bear their own fees and costs.

11.19 Governing Law. This Agreement was made and entered into in the State of California. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California.

11.20 Papers to Be Filed With the Courts. All papers to be filed with the Court by any Party in connection with this Agreement shall be submitted to the other party at least three business days prior to filing. The other party shall have no right to object to the papers unless they do not conform to the terms and conditions of this Agreement.

SO AGREED AND STIPULATED.

DATED: September ^{09/03/2025} ___, 2025

By:



CHRISTIAN GOMEZ,
Plaintiff



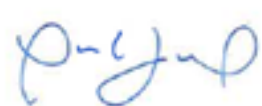
1 DATED: September 4, 2025

2
3 By: Pat Fitzmaurice
4 CHEMCOR CHEMICAL CORPORATION,
Defendant

5 **APPROVED AS TO FORM ONLY:**


6 DATED: September 5, 2025

7 Respectfully submitted,
8 SEYFARTH SHAW LLP

9 By: 
10 Paul J. Leaf
11 Leo Q. Li
12 Stephanie Albrecht
Attorneys for Defendant
CHEMCOR CHEMICAL CORPORATION

13 DATED: September 09/03/2025, 2025

LAVI & EBRAHIMIAN, LLP

14
15 By: 
16 Joseph Lavi
17 Vincent C. Granberry
18 Stephen Sloane
Attorneys for Plaintiff
CHRISTIAN GOMEZ

