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Attorney for Respondent

KEN YOON

MIQUEAS ALMANZA, individually, and on
behalf of other members of the general public
similarly situated;

Petitioner,

v.

ANTONINI BROS., INC., a California
corporation; ANTONINI ENTERPRISES LLC, a
California limited liability company; ANTONINI
FREIGHT EXPRESS, INC., a California
corporation; and DOES 1 through 100, inclusive;

Respondents.

) Arbitrator Ken Yoon

) **JOINT STIPULATION OF CLASS ACTION**
) **SETTLEMENT AND RELEASE**

1 **JOINT STIPULATION AND SETTLEMENT AGREEMENT**

2 This Joint Stipulation and Settlement Agreement (“Agreement” or “Stipulation of Settlement”
3 or “Settlement”) is made and entered into by and between Petitioner Miqueas Almanza (“Petitioner,”
4 “Petitioner Almanza,” and “Class Representative”), individually and on behalf of other members of
5 the general public similarly situated, on the one hand, and Respondents Antonini Bros., Inc., Antonini
6 Enterprises LLC, and Antonini Freight Express, Inc. (“Respondents”), on the other hand (collectively,
7 known as the “Parties”).

8 Subject to approval of the Arbitrator this Stipulation of Settlement shall be binding on
9 Petitioner, Class Counsel, Class, and Respondents, along with the other Released Parties, subject to
10 the terms and conditions hereof and the approval of the Arbitrator.

11 **RECITALS**

12 1. On May 26, 2022, Petitioner, a former employee of Respondents, filed a wage-and-hour
13 class action lawsuit in the Superior Court of California, County of San Joaquin (Case No. STK-CV-
14 UOE-2022-0004244), alleging violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime);
15 (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section
16 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum
17 wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section
18 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed
19 business expenses); and (h) Business & Professions Code section 17200, *et seq.*

20 2. During investigation and discovery, the Parties learned that Petitioner is subject to a
21 mandatory arbitration agreement that prevents them from prosecuting the class action allegations in
22 the Court. Thus, the Parties decided to pursue the class action via a class arbitration proceeding.

23 3. After engaging in discovery, investigations, and negotiations, the Parties remotely
24 attended mediation with the mediator Brandon McKelvey on February 14, 2024. Under the auspices of
25 the mediator and after a full day of mediation, the Parties managed to negotiate a settlement.

26 4. For settlement purposes only, the Parties agreed to dismiss Petitioner’s previous lawsuit
27 without prejudice and filed a Class Action Arbitration Demand before Ken Yoon.

5. Respondents deny all material allegations set forth in this action and have asserted numerous affirmative defenses. Nonetheless, in the interest of avoiding further litigation, Respondents desire to settle all actual or potential claims fully and finally by the Class.

6. Petitioner’s counsel in the Action, Justice Law Corporation (“Class Counsel”), diligently investigated the Class’s claims against Respondents, including all applicable defenses and applicable law. The investigation included, *inter alia*, exchanging information pursuant to formal and informal discovery, reviewing numerous corporate policies and practices, and reviewing time and wage data of numerous employees within the Class.

7. The settlement discussions during and after mediation were conducted at arm's-length and this Stipulation of Settlement is the result of an informed and detailed analysis of Respondents' total potential liability exposure in relation to the costs and risks associated with continued litigation.

8. Based on the data produced as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes the settlement with Respondents for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class considering all known facts and circumstances.

9. This Stipulation of Settlement is made and entered by and between Petitioner individually, and on behalf of all other members of the general public similarly situated, and Respondents and is subject to the terms and conditions hereof and to the Arbitrator's approval. The Parties acknowledge this Stipulation of Settlement is entered solely for the purpose of compromising disputed claims and that nothing herein is an admission of liability or wrongdoing by Respondents. If for any reason this Stipulation of Settlement is not approved, it will be of no force or effect.

DEFINITIONS

The following definitions are applicable to this Stipulation of Settlement. Definitions contained elsewhere in this Stipulation of Settlement will also be effective:

10. “Action” means the lawsuit in the matter entitled *Almanza v. Antonini Bros, Inc.* submitted on March 8, 2024 with Ken Yoon.

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1 11. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
2 approved by the Arbitrator for Class Counsel’s litigation and resolution of this Action, and all
3 litigation costs and expenses incurred and to be incurred by Class Counsel in the Action, including,
4 but not limited to, costs and expenses associated with mediation, documenting the Settlement,
5 securing the Arbitrator’s approval of the Settlement, obtaining an order and award terminating this
6 Action, and expenses for any experts. Class Counsel will collectively request attorneys’ fees not to
7 exceed \$176,700 (38% of the Maximum Settlement Amount). Class Counsel will also request
8 reimbursement of Class Counsel’s litigation costs and expenses not to exceed \$22,500. For any
9 Attorneys’ Fees and Costs approved by the Arbitrator, the Claims Administrator may purchase an
10 annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel.
11 Respondents have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs
12 and expenses. Any portion of the Attorneys’ Fees and Costs that are not awarded to Class Counsel
13 will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

14 12. “Claimants” means all Class Members who submit timely and valid Claim Forms for
15 participation in the Class Action Settlement.

16 13. “Claim Form” means the document, in the form attached as **Exhibit B**, Class Members
17 must complete and postmark or fax by the Response Deadline (as defined below) to receive a
18 proportional share of the Net Settlement Amount in the form of an Individual Settlement Payment.

19 14. “Claims Administrator” means ILYM Group, Inc., a third-party class action settlement
20 claims administrator agreed to by the Parties and approved by the Arbitrator for purposes of
21 administering this Settlement. The Parties each represent that they do not have any financial interest in
22 the Claims Administrator or otherwise have a relationship with the Claims Administrator that could
23 create a conflict of interest.

24 15. “Claims Administration Costs” means the costs payable from the Maximum Settlement
25 Amount to the Claims Administrator for administering this Settlement, including, but not limited to:
26 (a) printing, translating, distributing, and tracking documents for this Settlement; (b) calculating
27 settlement payments; (b) tax reporting; (c) distributing the appropriate settlement amounts to the
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appropriates persons and entities; (d) providing necessary reports and declarations; and (e) performing other duties and responsibilities set forth herein to process this Settlement and as requested by the Parties. The Claims Administration Costs are currently estimated not to exceed \$17,000. Any portion of the Claims Administration Costs that are not awarded to the Claims Administrator will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

16. "Class Counsel" means Justice Law Corporation, which will seek to be appointed counsel for the Class.

17. "Class Lists" mean a complete list of all Class Members within the Class that Respondents will diligently and in good faith compile from their records and provide only to the Claims Administrator. Respondents will diligently and in good faith request records from third-party staffing agencies, to compile the Class List but cannot warrant the timeliness or accuracy of third-party data. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's: (a) full name; (b) most recent mailing address and telephone number; (c) Social Security Number; (d) dates of employment as an hourly-paid or non-exempt employee or as a driver exempt from overtime in California; and (e) other relevant information needed to calculate their settlement payments.

18. "Class Member(s)" or "Class" means all current and former hourly-paid or non-exempt employees or drivers exempt from overtime of Respondents within the State of California during the Class Period. It is estimated there are 485 Class Members who worked a total of 10,959 Workweeks.

19. "Class Period" means the period from December 11, 2020, through March 15, 2024.

20. "Class Representative Enhancement Payment" means the amount to be paid to Petitioner in recognition of the efforts and work in prosecuting the Action on behalf of the Class Members. The Parties agree Petitioner will be paid up to \$10,000 from the Maximum Settlement Amount for the services on behalf of the Class, subject to the Arbitrator granting final approval of this Stipulation of Settlement. Any portion of the Class Representative Enhancement Payment not awarded to Petitioner will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

1 21. “Court” means the Superior Court of the State of California for the County of San
2 Joaquin or any other court taking jurisdiction of the Action.

3 22. “Effective Date” means the date on which the settlement embodied in this Stipulation
4 of Settlement shall become effective after all of the following events have occurred: (a) this
5 Stipulation of Settlement has been executed by all Parties and by their counsel; (b) Arbitrator has
6 given preliminary approval to the Settlement; (c) notice has been given to the Class Members,
7 providing them with an opportunity to object to the terms of the Stipulation of Settlement or to opt out
8 of the Stipulation of Settlement by filing a Request for Exclusion; and (d) the Arbitrator has held a
9 Final Approval Hearing and, having heard no objections to the Settlement, entered a final order and
10 award certifying the Class and approving this Stipulation of Settlement. However, in the event that
11 there are written objections filed prior to the Final Approval Hearing that are not later withdrawn or
12 denied, the later of the following events: (1) five calendar days after the period for filing any petition
13 for judicial review to vacate or correct the Arbitrator’s final Order and Award approving the
14 Stipulation of Settlement has elapsed without any petition for judicial review having been filed; or (2)
15 if any petition for judicial review opposing the Arbitrator’s final Order approving the Stipulation of
16 Settlement has been filed, five calendar days after any judicial review proceedings opposing the
17 Stipulation of Settlement has been finally and conclusively dismissed with no right to pursue further
18 remedies or relief. The Parties do not need to seek judicial confirmation of the Arbitrator’s final order
19 and award for the Settlement to be effective.

20 23. “Individual Settlement Payment” means each Claimant’s share of the Net Settlement
21 Amount.

22 24. “Maximum Settlement Amount” means the maximum settlement amount of up to
23 \$465,000 to be paid by Respondents in full satisfaction of all claims arising from the Action, which
24 includes all Individual Settlement Payments, Class Representative Enhancement Payment, Claims
25 Administration Costs, and Attorneys’ Fees and Costs. The Maximum Settlement Amount has been
26 agreed to by the Parties based on the aggregation of the agreed-upon settlement value of individual
27 claims. In no event will Respondents be liable for more than the Maximum Settlement Amount aside
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1 from the Escalator Clause being triggered.

2 25. "Net Settlement Amount" means the portion of the Maximum Settlement Amount
3 remaining after deduction of the approved Class Representative Enhancement Payment, Claims
4 Administration Costs, and Attorneys' Fees and Costs. The Parties agree the amount distributed to the
5 Claimants will equal at least thirty-four percent (34%) of the Net Settlement Amount. If the total
6 Individual Settlement Payments to the Claimants would equal less than thirty-four percent (34%) of
7 the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual
8 Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal
9 thirty-four percent (34%) of the Net Settlement Amount. Any unclaimed amounts above thirty-four
10 percent (34%) of the Net Settlement Amount will be the exclusive property of Respondents.

11 26. "Notice of Class Action Settlement" means the Arbitrator approved notice to be mailed
12 to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit**
13 **A** and incorporated by reference into this Stipulation of Settlement.

14 27. "Notice of Objection" or "Objection" means a Class Member's valid and timely written
15 objection to this Stipulation of Settlement. For the Notice of Objection to be valid, it must include: (a)
16 objector's full name, signature, address, and telephone number, (b) written statement of all grounds
17 for the objection accompanied by any legal support for such objection, (c) clear reference to the title
18 of this case and case number, and (d) copies of any papers, briefs, or other documents upon which the
19 objection is based.

20 28. "Notice Packet" means the Notice of Class Action Settlement and Claim Form.

21 29. "Parties" means Petitioner and Respondents.

22 30. "Petitioner" means Petitioner Almanza.

23 31. "Preliminary Approval" means the Arbitrator order granting preliminary approval of
24 this Stipulation of Settlement.

25 32. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
26 Regulations section 1.46B-1, 26 C.F.R. section 1.468B-1 *et seq.* that is established by the Claims
27 Administrator for the benefit of Claimants, Petitioner, and Class Counsel.

1 33. “Released Claims” means any and all wage-and-hour claims, rights, demands, liabilities
2 and causes of action whether pled or could have been pled arising from or related to the claims
3 litigated in the Action against Respondents during the Class Period based upon the following
4 categories of allegations: (a) failure to pay minimum wages; (b) failure to properly calculate and pay
5 overtime wages; (c) failure to provide meal periods or meal period premiums; (d) failure to provide
6 rest periods or rest period premiums; (e) failure to properly calculate and/or pay sick leave; (f) failure
7 to provide accurate itemized wage statements; (g) failure to reimburse business expenses; (h) failure to
8 pay all wages due upon termination of employment; (i) violation of California’s unfair business
9 practices laws; and (j) violation of California’s unfair competition laws, as well as any potential
10 penalties, interest or attorneys’ fees associated with these causes of action under the law. Subject to
11 Arbitrator approval, Petitioner hereby releases the Released Parties from any and all claims, causes of
12 action, damages, expenses, benefits, interest, penalties, attorneys’ fees, costs, and any other form of
13 relief or remedy in law, equity, or nature that were asserted or could have been asserted with respect to
14 the claims asserted in the Action for the entire Class Period.

15 34. “Released Claims Period” means the period from December 11, 2020, through March
16 15, 2024.

17 35. “Released Parties” means Respondents and all their parent and subsidiary companies,
18 affiliates, holding companies, predecessors, successors, assigns, employees, officers, directors,
19 insurers, attorneys, and agents.

20 36. “Request for Exclusion” means a timely letter submitted by a Class Member indicating
21 a request to be excluded from the Settlement. The Request for Exclusion must: (a) be signed by the
22 Class Member; (b) contain the name, address, telephone number, and last four digits of the Social
23 Security Number of the Class Member requesting exclusion; (c) clearly state the name of this case, the
24 case number, and that the Class Member does not wish to be included in the Settlement; (d) be
25 returned by mail or fax to the Claims Administrator at the specified address and/or facsimile number;
26 and (e) be postmarked or faxed on or before the Response Deadline. The date of the postmark or fax
27 on the return mailing envelope will be the exclusive means to determine whether a Request for
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1 Exclusion has been timely submitted. A Class Member who does not timely request exclusion from
2 the Settlement (“Settlement Class Members”) will be bound by all terms of the Settlement if it is
3 granted final approval.

4 37. “Respondents” means Antonini Bros., Inc., Antonini Enterprises LLC, and Antonini
5 Freight Express, Inc.

6 38. “Respondents’ Counsel” means counsel for Respondents who are:

7 Jamie M. Bossuat

8 **KROLOFF, BELCHER, SMART, PERRY & CHRISTOPHERSON**

9 7540 Shoreline Drive

10 Stockton, California 95219

11 Telephone: (209) 478-2000

12 Facsimile: (209) 478-0354

13 39. “Response Deadline” means the deadline by which Class Members must postmark or
14 fax to the Claims Administrator valid Claim Forms, Requests for Exclusion, Notices of Objection, or
15 written disputes regarding the Settlement. The Response Deadline will be forty-five (45) calendar
16 days from the initial mailing of the Notice Packet by the Claims Administrator, unless the forty-fifth
17 (45th) day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended
18 to the next day on which the U.S. Postal Service is open. The Response Deadline for Claim Forms,
19 Requests for Exclusion, Notices of Objection, or written disputes regarding the Settlement will be
20 extended by fourteen (14) calendar days for any Class Member who is re-mailed a Notice Packet by
21 the Claims Administrator, unless the fourteenth (14th) day falls on a Sunday or Federal holiday, in
22 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
23 open. The Response Deadline may also be extended by express agreement between the Parties. Under
24 no circumstances will the Claims Administrator have the authority to extend the deadline for Class
25 Members to submit a Claim Form, Request for Exclusion, Notice of Objection, or written disputes
26 regarding the Settlement.

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40. “Workweeks” means the number of weeks of employment that a Class Member worked for Respondents as an hourly-paid or non-exempt employee or as a driver exempt from overtime in California at any time during the Class Period. The Claims Administrator will calculate the number of Workweeks by calculating the number of days each Class Member was employed during the Class Period, dividing by seven (7), and rounding up or down to the nearest whole number, as appropriate (for example, 7.50 would round to 8; 7.49 would round to 7). Each Claimant shall be entitled to payment for at least one (1) Workweek.

41. “Workweek Value” means the value of each compensable Workweek, as determined by the formula set forth herein.

CLASS CERTIFICATION

42. Solely for purposes of settling the Action, and not for purposes of class certification should the matter not be settled or for any other reason, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Class have been met and are met. The Parties stipulate and agree that:

42(a) The Class is ascertainable and so numerous as to make it impracticable to join all Class Members;

42(b) There are common questions of law and fact including, but not limited to:

i) Whether Respondents properly compensated Class Members;

ii) Whether Respondents failed to provide meal and rest breaks;

iii) Whether Respondents failed to pay penalties for missed meal and/or rest breaks;

iv) Whether Respondents failed to provide Class Members compliant wage statements;

v) Whether Respondents failed to timely pay Class Members their final wages;

vi) Whether Respondents engaged in unfair business practices affecting the Class; and

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vii) Whether Petitioner and the Class they purport to represent are entitled to injunctive and/or declaratory relief.

43. If this Settlement is not be approved or be terminated, these stipulations shall be null and void and shall not be admissible for any purpose.

44. Petitioner's claims are typical of the claims of the Class Members. If this Settlement is not be approved or be terminated, this stipulation shall be null and void and shall not be admissible for any purpose.

45. Petitioner and Class Counsel will fairly and adequately protect the interests of the Class. If this Settlement is not be approved or be terminated, this stipulation shall be null and void and shall not be admissible for any purpose.

46. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct. If this Settlement is not be approved or be terminated, this stipulation shall be null and void and shall not be admissible for any purpose.

47. Petitioner believes that questions of law and fact common to the Class Members predominate over any questions affecting any individual Class Member, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

TERMS OF AGREEMENT

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

48. Funding of the Maximum Settlement Amount. Within seven (7) calendar days of the Effective Date, the Claims Administrator will provide the Parties with an accounting of the amounts to be paid by Respondents pursuant to the Settlement. Within fourteen (14) calendar days of the Effective Date, Respondents will deposit all Arbitrator-approved costs, fees, payments, and claim amounts from the Maximum Settlement Amount into the QSF account.

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1 49. Payment Schedule for All Settlement Payments. Within seven (7) calendar days of
2 Respondents funding the Maximum Settlement Amount, the Claims Administrator will calculate all
3 payments due under the Settlement. Within fourteen (14) calendar days of Respondents funding the
4 Maximum Settlement Amount, all payments due under the Settlement will be sent out to the
5 appropriate persons and entities. Within fourteen (14) calendar days of Respondents funding the
6 Maximum Settlement Amount, Individual Settlement Payments shall be mailed by regular First-Class
7 U.S. Mail to the respective Claimant's last known mailing address.

8 50. Attorneys' Fees and Costs. Respondents agree not to oppose or impede any application
9 or motion by Class Counsel for Attorneys' Fees and Costs of not more than \$176,700 (38% of the
10 Maximum Settlement Amount) plus the reimbursement of costs and expenses associated with Class
11 Counsel's litigation and settlement of the Action not to exceed \$22,500, both of which will be paid
12 from the Maximum Settlement Amount. Any Attorneys' Fees and Costs awarded by the Arbitrator
13 shall not constitute payment to any Class Member(s). To the extent that the Arbitrator approves less
14 than the amount of attorney's fees and/or costs that Class Counsel requests, the difference will be
15 reallocated to the Net Settlement Amount. Except for the Attorneys' Fees and Costs set forth in this
16 Agreement, the Parties agree to bear their own attorneys' fees and costs related to this Action. In
17 consideration of their awarded Attorneys' Fees and Costs, Class Counsel waives all claims to any
18 further attorneys' fees and expenses in connection with the Settlement.

19 51. Class Representative Enhancement Payment. In recognition of Petitioner's effort and
20 work in prosecuting the Action on behalf of Class Members, and in exchange for a full release of all
21 known and unknown claims, Respondents agree not to oppose or impede any application or motion for
22 Class Representative Enhancement Payment of up to \$10,000 to Petitioner. The Class Representative
23 Enhancement Payment will be paid from the Maximum Settlement Amount and shall not constitute
24 payment to any Claimant(s) (other than Petitioner). To the extent that the Arbitrator approves less than
25 the amount of the Class Representative Enhancement Payment that Class Counsel requests, the
26 difference will be reallocated to the Net Settlement Amount. Because it is the intent of the Parties that
27 the Class Representative Enhancement Payment represent payment to Petitioner for the services to the
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1 Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the
2 Class Representative Enhancement Payment. The Claims Administrator will issue an IRS Form 1099
3 for the Class Representative Enhancement Payment to Petitioner, and Petitioner shall be solely and
4 legally responsible for correctly characterizing this compensation for tax purposes and for paying any
5 taxes on the amounts received.

6 51(a) General Release by Class Representative. As a condition of the class action
7 settlement, Petitioner shall separately release the Released Parties from the
8 following: any and all claims, obligations, demands, actions, rights, causes of
9 action, and liabilities against the Released Parties, of whatever kind and nature,
10 character, and description, whether in law or equity, whether sounding in tort,
11 contract, federal, state and/or local law, statute, ordinance, regulation, common
12 law, or other source of law or contract, whether known or unknown, and
13 whether anticipated or unanticipated, including all unknown claims covered by
14 Civil Code section 1542, arising at any time up to and including the date on
15 which the Arbitrator enters the Order of Final Approval, for any type of relief,
16 including, without limitation, claims for wages, premium and other forms of
17 pay, unpaid/unreimbursed costs, penalties (including waiting time penalties and
18 wage statement penalties), general damages, compensatory damages, liquidated
19 damages, punitive damages, interest, attorneys' fees, litigation and other costs,
20 expenses, restitution, and equitable and declaratory relief. Petitioner's releases
21 include, but are not limited to, the Released Claims as well as any other claims
22 under any provision of the Fair Labor Standards Act, Labor Code, any
23 applicable Industrial Welfare Commission Wage Orders, any city or county
24 Living Wage Ordinances, and claims under state or federal discrimination
25 statutes, including, without limitation, Government Code, Unruh Civil Rights
26 Act, Civil Code, California Constitution, Business and Professions Code,
27 including, but not limited to, section 17200 *et seq.*, United States Constitution,
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Age Discrimination in Employment Act and Older Workers Benefit Protection Act, Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000 *et seq.*, Family and Medical Leave Act, to the extent not prohibited by law, Americans with Disabilities Act, 42 U.S.C. sections 12101 *et seq.*, and Employee Retirement Income Security Act of 1974, 29 U.S.C. section 1001 *et seq.*, and all their implementing regulations and interpretive guidelines. As a condition to this Settlement, Petitioner will provide or have provided a full and general release of all known and unknown claims, including, but not limited to, all claims alleged or reasonably could have been alleged in the Action.

52. Claims Administration Costs. The Claims Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Maximum Settlement Amount, which is currently estimated not to exceed \$17,000. These costs, which will be paid from the Maximum Settlement Amount, will include, *inter alia*: (a) printing, translating, distributing, and tracking documents for this Settlement; (b) calculating settlement payments; (b) tax reporting; (c) distributing the appropriate settlement amounts to the appropriate persons and entities; (d) providing necessary reports and declarations; and (e) performing other duties and responsibilities set forth herein to process this Settlement and as requested by the Parties. Any portion of the Claims Administration Costs not awarded to the Claims Administrator will be reallocated to the Net Settlement Amount.

52(a) Acknowledgement of Potential Administration Cost Increase. The Parties acknowledge that Claims Administration Costs may increase above the current estimate of \$17,000 and that any such additional Claims Administration Costs will be taken out of the Maximum Settlement Amount. Any portion of the estimated or designated Claims Administration Costs which are not in fact required to fulfill the total Claims Administration Costs will flow through to the Net Settlement Amount.

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53. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Claimants in accordance with the terms of this Agreement. If the total Individual Settlement Payments to the Claimants would equal less than thirty-four percent (34%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal thirty-four percent (34%) of the Net Settlement Amount. Any unclaimed amounts above thirty-four percent (34%) of the Net Settlement Amount will be the exclusive property of Respondents.

54. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period. Specific calculations of Individual Settlement Payments will be made as follows:

54(a) The Claims Administrator will calculate the total number of Workweeks worked by each individual Class Member (“Individual Workweeks”) to determine the total number of Workweeks worked by all Class Members (“Class Workweeks”) during the Class Period. Respondents shall provide the Claims Administrator with such information to calculate the Individual Workweeks and Class Workweeks.

54(b) To determine each Class Member's estimated Individual Settlement Payment, the Claims Administrator will use the following formula: estimated Individual Settlement Payment = (Net Settlement Amount ÷ Class Workweeks) x Individual Workweeks for each individual Class Member.

54(c) If the total Individual Settlement Payments to the Claimants would equal less than thirty-four percent (34%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal thirty-four percent (34%) of the Net Settlement Amount.

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54(d) The Individual Settlement Payment will be reduced by any required deductions for each Claimant as set forth herein, including employee-side tax and withholdings with respect to wage portion of Individual Settlement Payments.

55. Individual Settlement Payments Do Not Trigger Additional Benefits. All Individual Settlement Payments to Class Members shall be deemed to be paid to such Class Members solely in the year in which such payments are received by the Class Members. It is expressly understood and agreed that the receipt of such Individual Settlement Payments will not entitle any Class Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the Individual Settlement Payments provided for in this Settlement are the sole payments to be made by Respondents to the Class Members, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

56. Claims Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

57. Delivery of the Class List(s). Within fourteen (14) calendar days of Preliminary Approval, Respondents will provide the Class List(s) to the Claims Administrator.

58. Notice by First-Class U.S. Mail. Prior to mailing, the Claims Administrator will perform a National Change of Address Database (“NCOA”) check, such as provided by Experian or any other similar services available, for information to update and correct for any known or identifiable address changes. Within fourteen (14) calendar days of receiving the Class List(s), the Claims Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses available.

1 59. Confirmation of Contact Information in the Class List. Any Notice Packets returned to
2 the Claims Administrator as non-deliverable on or before the Response Deadline will be sent promptly
3 via regular First-Class U.S. Mail to the forwarding address affixed thereto, and the Claims
4 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address
5 is provided, the Claims Administrator will promptly attempt to determine the correct address using a
6 skip-trace and will then perform a single re-mailing within five (5) calendar days after return of the
7 Notice Packet. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or
8 by request, have an additional fourteen (14) calendar days to postmark or fax a Claim Form, Request
9 for Exclusion, Notice of Objection, or written dispute regarding the Settlement.

10 60. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
11 will provide: (a) information regarding the nature of the Action; (b) summary of the Settlement's
12 principal terms; (c) Class definition; (d) total number of Workweeks each Class Member worked for
13 Respondents during the Class Period; (e) each Class Member's estimated Individual Settlement
14 Payment and formula for calculating their Individual Settlement Payments; (f) dates which comprise
15 the Class Period; (g) instructions on how to submit valid Claim Forms, Requests for Exclusion,
16 Notices of Objection, or written disputes regarding Workweeks; (h) requirements relating to, and
17 deadlines by which the Class Member must submit Claim Forms, Requests for Exclusions, Notices of
18 Objection, and written disputes regarding Workweeks; (i) claims to be released, as set forth herein;
19 and (j) date and time of the Final Approval Hearing.

20 61. Claim Form Procedures. To receive Individual Settlement Payments, all Class Members
21 will be required to submit a timely and valid Claim Form within the Response Deadline. All Claim
22 Forms must be signed and returned to the Claims Administrator via first class mail or fax and
23 postmarked or faxed by the Response Deadline. The date of the postmark or fax on the return mailing
24 envelope will be the exclusive means to determine whether a Claim Form has been timely submitted.
25 The Claims Administrator will compile a list of Claim Forms rejected for: (a) failure to cure an
26 unsigned Claim Form; or (b) late submission of the Claim Form. As to the Class Members on that
27 rejected claim list, any Class Member who requests, in a signed letter, to receive payment in the
28

Settlement will be treated like a Claimant if that written request is received by the Effective Date.

62. Disputed Information on Notice Packets. Class Members may dispute the information provided in their Notice Packets and must do so in writing via first class mail or fax, and the dispute must be postmarked or faxed within the Response Deadline. To the extent Class Members dispute the number of Workweeks to which they have been credited or the amount of their Individual Settlement Payment, Class Members must produce evidence to the Claims Administrator showing that such information is inaccurate. Absent evidence rebutting Respondents' records, Respondents' records will be presumed determinative. If a Class Member produces evidence to the contrary, the Parties will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible Workweeks that should be applied and/or Individual Settlement Payment to which the Class Member may be entitled. If the Parties cannot resolve the dispute, the Claims Administrator will be the final arbiter of the Workweeks for each Class Member during the Class Period.

63. Request for Exclusion Procedures. Any Class Member wishing to opt out from this Stipulation of Settlement must sign and postmark or fax a written Request for Exclusion to the Claims Administrator within the Response Deadline. The date of the postmark or fax on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Claims Administrator, who will certify jointly the Requests for Exclusion that were timely submitted to the Parties' counsel.

64. Objection Procedures. To object to this Stipulation of Settlement, a Class Member must file a valid Notice of Objection with the Arbitrator and serve copies of the Notice of Objection to the Parties within the Response Deadline. The Notice of Objection must be signed by the Class Member and contain all information required by this Stipulation of Settlement. The postmark date of the filing and service will be deemed the exclusive means for determining that the Notice of Objection is timely. Class Members who fail to object in the specific and technical manner specified above will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections and seeking any adjudication or review, whether by appeal or otherwise, to this Stipulation of Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class

Members to submit written objections to this Stipulation of Settlement or petition for review of the Order and Award. However, Class Counsel, Respondents' Counsel, and Respondents may respond to inquiries from Class Members with truthful information. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement.

65. Defective Submissions. If a Class Member's Claim Form or Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Claims Administrator will mail the Class Member a cure letter within three (3) calendar days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Claim Form or Request for Exclusion valid. The Class Member will have ten (10) calendar days from the date of the cure letter to postmark or fax a revised Claim Form or Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Claims Administrator will have no further obligation to give notice of a need to cure. If the revised Claim Form or Request for Exclusion is not postmarked or faxed within that period, it will be deemed untimely.

66. Settlement Terms Bind All Class Members Who Do Not Request for Exclusion. Settlement Class Members will be bound by all its terms, including those pertaining to the Released Claims, as well as any Order and Award that may be entered by the Arbitrator if it grants final approval of the Settlement.

67. Reminders. Not earlier than twenty (20) calendar days or later than thirty (30) calendar days after the initial mailing, the Claims Administrator will send a Reminder Postcard to all Class Members who have not returned a Claim Form or Request for Exclusion. All Reminder Postcards will include the Response Deadline and contact information for Class Counsel and Claims Administrator.

68. Certification Reports Regarding Individual Settlement Payment Calculations. The Claims Administrator will provide the Parties' counsel a weekly report which certifies: (a) number of Class Members who have submitted Claim Forms; (b) number of Claimants; (c) number of Class Members who have submitted valid Requests for Exclusion; (d) then current amount and percentage of the Net Settlement Amount claimed by Claimants; and (e) whether any Class Member has

submitted a challenge to any information contained in their Claim Form or Notice Packet. The Claims Administrator will provide to the Parties' counsel any updated reports regarding the administration of this Stipulation of Settlement as needed or requested.

69. Unclaimed Funds from the Net Settlement Amount. After all Individual Settlement Payments have been made, any remaining or unclaimed funds from the Net Settlement Amount above thirty-four percent (34%) shall remain the property of the Respondents.

70. Payroll Taxes. Any and all applicable employer-side payroll taxes relating to the portion of the Individual Settlement Payments paid as wages shall be paid separate from and in addition to the Maximum Settlement Amount.

71. Uncashed Settlement Checks. Any checks issued by the Claims Administrator to Claimants will be negotiable for at least one hundred twenty (120) calendar days. Those funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than one hundred twenty (120) calendar days after their issuance will be transmitted to California Controller's Unclaimed Property Fund in the name of the Claimant.

72. Certification of Completion. Within five (5) calendar days after the Response Deadline, the Claims Administrator will provide a written declaration under oath to certify such completion to the Arbitrator and counsel for all Parties. The declaration will include any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid and timely exclusions and objections that the Claims Administrator received.

73. Administration Costs if Settlement Fails or is Delayed. If the Settlement is voided or rescinded, for any reason, any costs incurred by the Claims Administrator will be paid equally by the Parties (half by Respondents and half by Class Counsel), unless otherwise specified in this Agreement.

74. Treatment of Individual Settlement Payments. For purposes of this Stipulation of Settlement, all Individual Settlement Payments will be allocated as follows: twenty percent (20%) will be allocated as wages and eighty percent (80%) will be allocated as interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's

wages and all other authorized and required withholdings and shall be reported by IRS Form W-2. The amounts paid as interest and penalties shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS Form 1099.

75. Administration of Taxes by the Claims Administrator. The Claims Administrator will be responsible for issuing to Petitioner, Claimants, and Class Counsel any IRS Form W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Claims Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

76. Tax Liability. Respondents make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Petitioner and Claimants are not relying on any statement, representation, or calculation by Respondents or by the Claims Administrator in this regard. Petitioner and Claimants understand and agree that except for Respondents' payment of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Respondents free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

77. No Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged. Further, none of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Respondents' Counsel without the express written consent of each other Party and their counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

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1 78. Release of Claims by Class Members. Upon the Effective Date and Respondents
2 funding the Maximum Settlement Amount, Petitioner and all Settlement Class Members will be
3 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
4 discharged with respect to the Released Parties all Released Claims for any period during the Released
5 Claims Period.

6 79. Waiver of Civil Code Section 1542. Upon the Effective Date and Respondents funding
7 the Maximum Settlement Amount, pursuant to the terms of the Settlement, and solely with respect to
8 the Released Claims, Petitioner expressly waives and relinquishes any rights or benefits available
9 under the provisions of section 1542 of the Civil Code, which provides as follows:

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

15 80. Duties of the Parties Prior to Arbitrator Approval. The Parties shall promptly submit
16 this Stipulation of Settlement to the Arbitrator in support of Petitioner's Motion for Preliminary
17 Approval and determination by the Arbitrator as to its fairness, adequacy, and reasonableness.
18 Promptly upon execution of this Stipulation of Settlement, the Parties shall apply to the Arbitrator for
19 the entry of an order scheduling a fairness hearing on the question of whether the proposed settlement,
20 including payment of Attorneys' Fees and Costs and Class Representative Enhancement Payment,
21 should be finally approved as a fair, reasonable, and adequate settlement. As part of Petitioner's
22 Motion for Preliminary Approval, Petitioner shall also apply to the Arbitrator for the entry of an order
23 as follows:

24 80(a) Certifying the Class for the purpose of settlement;

25 80(b) Approving as to form and content the proposed Notice Packet;

26 80(c) Approving the manner and method for Class Members to request exclusion from
27 the Settlement as contained herein and within the Notice of Class Action
28 Settlement;

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80(d) Directing the mailing of the Notice Packet and Reminder Postcards to the Class Members in accordance with the Settlement;

80(e) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Arbitrator; and

80(f) Enjoining Petitioner and any Class Member from filing or prosecuting any claims, suits, or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding the Released Claims unless and until such Class Members have filed valid Requests for Exclusion with the Claims Administrator.

81. Duties of the Parties Following Final Arbitrator Approval. Following final approval by the Arbitrator of the Settlement provided for in this Stipulation of Settlement, Class Counsel will submit a proposed final order of approval and award as follows:

81(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

81(b) Approving Class Counsel's application for an award of Attorneys' Fees and Costs;

81(c) Approving the Class Representative Enhancement Payment to Petitioner;

81(d) Setting a date when the Parties shall report to the Arbitrator the total amount that was actually paid to the Class Members..

82. Nullification of Stipulation of Settlement. If: (a) the Arbitrator does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Stipulation of Settlement, and any documents generated to bring it into effect, will be null and void. Any order or award entered by the Arbitrator in furtherance of this Stipulation of Settlement will be treated as void from the beginning.

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83. Preliminary Approval Hearing. Petitioner will obtain a hearing before the Arbitrator to request the Preliminary Approval of this Stipulation of Settlement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Class for settlement purposes only; (b) Preliminary Approval of the proposed Stipulation of Settlement; and (c) setting a date for Final Approval Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Petitioner will submit this Stipulation of Settlement, which sets forth the terms of this Settlement, and will include the Notice Packet. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval. Respondents agree not to oppose the Motion for Preliminary Approval.

84. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark or fax Claim Forms, Requests for Exclusion, Notices of Objections, or written disputes regarding this Stipulation of Settlement, and with the Arbitrator's permission, a Final Approval Hearing will be conducted to determine the final approval of this Stipulation of Settlement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) Attorneys' Fees and Costs; (c) Class Representative Enhancement Payment; and (d) Claims Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the Attorneys' Fees and Costs application to be heard at the Final Approval Hearing and shall submit to the Arbitrator a Proposed Final Approval Order. Respondents agree not to oppose the Motion for Final Approval and Attorneys' Fees and Costs.

85. Party's Option to Terminate the Settlement. Subject to the obligation(s) of mutual full cooperation, either Party may terminate this Settlement if the Arbitrator declines to enter the Preliminary Approval Order, Final Approval Order, or final judgment in substantially the form submitted by the Parties or this Stipulation of Settlement as agreed does not become final because of appellate court action. The terminating Party shall give to the other Party (through its counsel) written notice of its decision to terminate no later than ten (10) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

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1 85(a) The Stipulation of Settlement shall be terminated and shall have no force or
2 effect, and no Party shall be bound by any of its terms;

3 85(b) If the Settlement is terminated, Respondents shall have no obligation to make
4 any payments to any Party, Class Member, or attorney, except that the
5 Terminating Party shall pay the Claims Administrator for services rendered up
6 to the date the Claims Administrator is notified the Settlement has been
7 terminated;

8 85(c) The Preliminary Approval Order, Final Approval Order, and Judgment,
9 including any order of class certification, shall be vacated;

10 85(d) The Stipulation of Settlement and all negotiations, privileged statements and
11 proceedings relating thereto shall be without prejudice to the rights of any of the
12 Parties, all of whom shall be restored to their respective positions in the Action
13 prior to this Stipulation of Settlement; and

14 85(e) Neither this Stipulation of Settlement, nor any ancillary documents, actions,
15 statements, or filings in furtherance of this Stipulation of Settlement (including
16 all matters associated with the mediation) shall be admissible or offered into
17 evidence in the Action or any other action for any purpose whatsoever.

18 86. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set
19 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
20 Any exhibits to this Agreement are an integral part of this Stipulation of Settlement.

21 87. Confidentiality. The Parties and their counsel agree that they will not issue any press
22 releases, initiate any contact with the press, respond to any press inquiry, or have any communication
23 with the press about the fact, amount, or terms of the Settlement prior to the Settlement being
24 preliminarily approved by the Arbitrator. In addition, the Parties and their counsel agree that they will
25 not engage in any advertising or distribute any marketing materials relating to the Settlement of this
26 case prior to the Settlement being preliminarily approved by the Arbitrator, including, but not limited
27 to, any postings on any websites maintained by Class Counsel. Any communication about the
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Settlement to Class Members prior to the Settlement being preliminarily approved by the Arbitrator will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Arbitrator-approved notice. Nothing set forth herein, however, shall prohibit: (a) Respondents from providing truthful disclosure about the Settlement, including its amount, in its periodic filings on Form 10-Q or Form 10-K with the United States Securities and Exchange Commission; or (b) the Parties from providing this Agreement to the Arbitrator in connection with the Parties' efforts to seek the Arbitrator's approval of this Settlement. Neither Petitioner nor Class Counsel shall hold a press conference or otherwise seek to affirmatively contact the media about the Settlement. If contacted by the media regarding the Settlement, Class Counsel will direct any media inquiries to the public records of the Action on file with the Arbitrator. Also, neither Petitioner nor Class Counsel will disparage the Settlement.

88. Entire Agreement. This Stipulation of Settlement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize Civil Code section 1625 and Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Agreement.

89. Amendment or Modification. This Stipulation of Settlement may be amended or modified by a written instrument signed by the Parties and their counsel or their successors-in-interest.

90. Authorization to Enter the Stipulation of Settlement. The Parties' counsel warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Stipulation of Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Stipulation of Settlement to effectuate its terms and to execute any other documents required to effectuate the terms of this Stipulation of Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach an agreement on the form or content of any document

needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Arbitrator.

91. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The Notice of Class Action Settlement will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each Settlement Class Member.

92. Binding on Successors and Assigns. This Stipulation of Settlement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

93. California Law Governs. All terms of this Stipulation of Settlement and exhibits hereto will be governed by, construed, and interpreted according to the laws of the State of California, irrespective of the State of California's choice of law principles.

94. Execution and Counterparts. This Stipulation of Settlement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

95. Acknowledgement that the Settlement is Fair, Reasonable, and Adequate. The Parties believe this Stipulation of Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, considering all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. In addition, the mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Arbitrator may, in its discretion, contact the mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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96. Invalidity of Any Provision. Before declaring any provision of this Stipulation of Settlement invalid, the Arbitrator will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation of Settlement valid and enforceable.

97. Petitioner's Waiver of Right to Be Excluded and Object. Petitioner agrees to sign this Stipulation of Settlement and, by signing this Stipulation of Settlement, is hereby bound by the terms herein. For good and valuable consideration, Petitioner further agrees not to request to be excluded from or object to this Stipulation of Settlement. Any such Request for Exclusion or Notice of Objection by Petitioner will be void and of no force or effect.

98. Non-Admission of Liability. The Parties enter this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. By entering this Agreement, Respondents do not admit it has violated any federal, state, or local law, violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements, breached any contract, violated or breached any duty, engaged in any misrepresentation or deception, or engaged in any other unlawful conduct with respect to its employees or the Class Members. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Respondents of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Respondents or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

99. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

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1 100. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
2 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
3 further waiver by such party of the same or any other condition, covenant, right or remedy.

4 101. Meet and Confer Regarding Disputes. Should any dispute arise among the Parties or
5 their counsel regarding the implementation or interpretation of this Agreement, a representative of
6 Class Counsel and a representative of Respondents' Counsel shall meet and confer to resolve such
7 disputes prior to submitting such disputes to the Arbitrator.

8 102. Enforcement Actions. If one or more of the Parties institutes any legal action or other
9 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare
10 rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
11 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
12 witness fees incurred in connection with any enforcement actions. To the extent consistent with class
13 action procedure, this Agreement shall be enforceable by the Arbitrator pursuant to Code of Civil
14 Procedure section 664.6 and Rule of Court 3.769(h). The disposition entered by the Arbitrator will not
15 adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the
16 Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its
17 enforcement. The Arbitrator shall fully retain continuing jurisdiction over this Action and over all
18 Parties and Class Members to enforce and effectuate the terms and intent of this Agreement.

19 103. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
20 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
21 one Party than another merely by virtue of the fact that it may have been prepared by counsel for one
22 of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
23 all Parties have contributed to the preparation of this Agreement.

24 104. Representation By Counsel. The Parties acknowledge that they have been represented
25 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
26 Agreement has been executed with the consent and advice of counsel and reviewed in full. Petitioner
27 and Class Counsel warrant and represent that there are no liens on this Stipulation of Settlement.

105. All Terms Subject to Final Arbitrator Approval. All amounts and procedures described in this Stipulation of Settlement herein will be subject to final Arbitrator approval.

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

To Petitioner and Class:

Douglas Han
Shunt Tatavos-Garajeh
Talia Lux
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103

To Respondents:

Jamie M. Bossuat
KROLOFF, BELCHER, SMART, PERRY & CHRISTOPHERSON
 7540 Shoreline Drive
 Stockton, California 95219
 Telephone: (209) 478-2000
 Facsimile: (209) 478-0354

107. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Stipulation of Settlement.

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

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1 109. Binding Agreement. The Parties warrant that they understand and have full authority to
2 enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding
3 on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to
4 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
5 under federal or state law.

6 110. Escalator Clause. Respondents estimate the Class included about 10,959 Workweeks
7 within the Class Period. If it is determined the number of Workweeks within the Class Period exceeds
8 ten percent (10%) or more of 10,959 (*i.e.*, more than 12,055 Workweeks), then the Maximum
9 Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the
10 number of Workweeks increases by 11%, the Maximum Settlement Amount will increase by 1%).

11 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
12 Stipulation of Settlement and Release Between Petitioner and Respondents as of the date(s) set forth
13 below:
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Dated: 04/08/2024

Miqueas Almanza

By: 

Dated: 4/8/24

Justice Law Corporation [Approving as to Form Only]

By: 
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Talia Lux, Esq.
Attorneys for Petitioner

Dated: 4-16-2024

Antonini Bros., Inc.

By: [Signature]
On behalf of Antonini Bros., Inc.

Dated: 4-16-2024

Antonini Enterprises LLC

By: [Signature]
On behalf of Antonini Enterprises LLC

Dated: 4-16-2024

Antonini Freight Express, Inc.

By: [Signature]
On behalf of Antonini Freight Express, Inc.

Dated: 4/16/24

The Kroloff, Belcher, Smart, Perry & Christopherson [Approving as to Form Only]

By: [Signature]
Jamie M. Bossuat, Esq.
Attorneys for Respondents

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Almanza v. Antonini Bros, Inc.
American Arbitration Association
Case No. 01-24-0003-0190

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former hourly-paid or non-exempt employees or drivers exempt from overtime of Respondents Antonini Bros., Inc., Antonini Enterprises LLC, and Antonini Freight Express, Inc. (“Respondents”) within the State of California during the period from December 11, 2020, through March 15, 2024 (“Class,” “Class Members,” and “Class Period”).

You are receiving this Notice of Class Action Settlement because you have been identified as a person who worked or currently works as an hourly-paid or non-exempt employee or driver exempt from overtime of Respondents within the State of California at any time during the period from December 11, 2020, through March 15, 2024.

On [REDACTED], the Arbitrator Kenneth Yoon, panel arbitrator with the American Arbitration Association, granted preliminary approval of this Class Action Settlement and ordered the litigants to notify all Class Members of the settlement. You have received this notice because Respondents’ records indicate that you are a Class Member and are entitled to a payment from the settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

The amount of your estimated payment is listed on the enclosed Claim Form.

To participate in the settlement and to receive your payment, you must mail or fax a Claim Form to the Claims Administrator by no later than [REDACTED]. If you fail to postmark or fax a Claim Form by this time, you will not receive a payment from the settlement, but you will be bound by its terms. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on February 28, 2025 at 11:00 a.m. at 751 North Fair Oaks Avenue, Pasadena, California 91103. You are not required to attend the Final Approval Hearing, but you are welcome to do so.

Summary of the Litigation

On May 26, 2022, Petitioner Miqueas Almanza (“Petitioner”), a former employee of Respondents, filed a wage-and-hour class action lawsuit in the Superior Court of California, County of San Joaquin (Case No. STK-CV-UOE-2022-0004244), alleging violations of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (non-compliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code section 17200, *et seq.*

During investigation and discovery, the Parties learned that Petitioner is subject to a mandatory arbitration agreement that prevents them from prosecuting the class action allegations in the Court. Thus, the Parties decided to pursue the class action via a class arbitration proceeding.

After engaging in discovery, investigations, and negotiations, the Parties remotely attended mediation with the mediator Brandon McKelvey on February 14, 2024. Under the auspices of the mediator and after a full day of mediation, the Parties managed to negotiate a settlement.

For settlement purposes only, the Parties agreed to dismiss Petitioner's previous lawsuit without prejudice and filed a Class Action Arbitration Demand before the American Arbitration Association.

Counsel for Petitioner and the attorneys appointed by the Arbitrator to represent the Class, Justice Law Corporation ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risks and expenses of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Respondents have denied and continues to deny the factual and legal allegations in Petitioner's case and believe that the claims have no merit. By agreeing to settle, Respondents are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Instead, Respondents have agreed to settle the case solely for economic efficiency.

Summary of Settlement Terms

Petitioner and Respondents have agreed to settle the underlying class claims in exchange for the Maximum Settlement Amount of up to \$465,000. This amount is inclusive of: (1) Individual Settlement Payments to all Class Members who submit timely and valid Claim Forms for participation in the Class Action Settlement ("Claimants"); (2) Class Representative Enhancement Payment of up to \$10,000 to Petitioner; (3) Claims Administration Costs of up to \$17,000; and (4) attorneys' fees of up to \$176,700 and attorneys' costs of up to \$22,500 to Class Counsel.

The Net Settlement Amount is the portion of the Maximum Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Claims Administration Costs, and Attorneys' Fees and Costs.

The Claims Administrator will make settlement payments to each Claimant. All Claim Forms must be signed and completed in their entirety to be considered valid. The amount of settlement payment each Class Member receives will be based on the number of Workweeks each Class Member worked during the relevant Class Period. "Workweeks" means the number of weeks of employment that a Class Member worked for Respondents as an hourly-paid or non-exempt employee or driver exempt from overtime in California at any time during the Class Period.

If the total Individual Settlement Payments to the Claimants would equal less than thirty-four percent (34%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal thirty-four percent (34%) of the Net Settlement Amount.

The Claims Administrator will issue IRS Forms W-2 and 1099 to Claimants and will be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities. Claimants should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, all Individual Settlement Payments will be allocated as follows: twenty percent (20%) will be allocated as wages and eighty percent (80%) will be allocated as interest and penalties.

Your Options Under the Settlement

Important Note: Respondents will not retaliate against you in any way for either participating or not participating in this Settlement.

Option 1 – Submit a Claim Form to Be Eligible for Payment

Questions? Contact the Claims Administrator toll free at 

If you want to receive money from the settlement, you **must** complete and sign the enclosed Claim Form (see prepaid return envelope). You need to complete the Claim Form and promptly mail or fax it to the Claims Administrator postmarked or faxed no later than [REDACTED]. Your settlement check will be negotiable for at least one hundred twenty (120) calendar days after its issuance. If you do not deposit or cash your settlement check within one hundred twenty (120) calendar days after its issuance, it will be voided and transmitted to the California Controller's Unclaimed Property Fund in your name. If this happens, you should consult the California Controller's Unclaimed Property Fund at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Claims Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written Request for Exclusion must: (1) be signed by you; (2) set forth your name, address, telephone number, and last four digits of your Social Security Number; (3) clearly state the name of this case, the case number, and that you do not wish to be included in the Settlement; (4) be returned by mail or fax to the Claims Administrator at the specified address and/or facsimile number; and (5) be postmarked on or before the Response Deadline. Sign, date, and mail the Request for Exclusion by First Class U.S. Mail, or equivalent, to the address below.

[CONTACT INFORMATION]

The written request to be excluded must be postmarked or faxed no later than [REDACTED]. If you submit a Request for Exclusion which is not postmarked or faxed by this date, your Request for Exclusion will be rejected, and you will remain a part of the Class.

Option 3 – File an Objection with the Arbitrator

If you wish to object to the settlement because you find it unfair or unreasonable, you may serve on the Claims Administrator an objection stating why you object to the settlement. For the Notice of Objection to be valid, it must include: (1) your full name, signature, address, and telephone number; (2) written statement of all grounds for the objection accompanied by any legal support for such objection; (3) clear reference to the title of this case and case number; and (4) copies of any papers, briefs, or other documents upon which the objection is based. You may appear at the Final Approval Hearing, either in person or through counsel, you must include notice of that fact and state the purpose for your appearance in your objection.

All written objections must be served on the Claims Administrator no later than [REDACTED]. By filing an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described in **Option 2** above. Please note that you cannot both object to the settlement and exclude yourself.

You may also, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [INSERT LOCATION] and discuss your objection with the Arbitrator and Parties at your own expense. You may also retain an attorney to represent you at the Final Approval Hearing. If you wish to appear by phone, you may obtain call-in information by contacting Class Counsel. Their contact information is:

Questions? Contact the Claims Administrator toll free at [REDACTED]

Douglas Han
Shunt Tatavos-Gharajeh
Talia Lux
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Pasadena, California 91103
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Class Counsel

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Stockton, California 95219
Telephone: (209) 478-2000
Facsimile: (209) 478-0354
Counsel for Respondents

Option 4 – *Do Nothing*

You may also do nothing in response to this notice. However, if you choose to do nothing, and if the Arbitrator grants final approval of the settlement, you will be deemed to have released the Released Claims even though you will not receive money from the settlement. If you do not want to be deemed to have released the Released Claims, you must exclude yourself from the settlement by following **Option 2**.

Released Claims

If you submit a claim form (**Option 1**) or do nothing (**Option 4**) you will be deemed to have released or waived the following claims:

The claims released by the Class Members (“Released Claims”) include any and all wage-and-hour claims, rights, demands, liabilities and causes of action whether pled or could have been pled based on the facts alleged in the Action against Respondents during the Class Period based upon the following categories of allegations: (1) failure to pay minimum wages; (2) failure to properly calculate and pay overtime wages; (3) failure to provide meal periods or meal period premiums; (4) failure to provide rest periods or rest period premiums; (5) failure to properly calculate and/or pay sick leave; (7) failure to provide accurate itemized wage statements; (6) failure to reimburse business expenses; (8) failure to pay all wages due upon termination of employment; (9) violation of California’s unfair business practices laws; and (10) violation of California’s unfair competition laws, as well as any potential penalties, interest or attorneys’ fees associated with these causes of action under the law.

If you choose **Option 2**, you will no longer be a Class Member and will: (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims; (2) be barred from filing an objection to the settlement; and (3) not receive a payment from the settlement.

If you choose **Option 3**, you will still be entitled to your share of the settlement funds, but only if you complete your Claim Form and postmark or fax it by [REDACTED]. Otherwise, if the Arbitrator overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Claims Administrator at the telephone number listed below, toll free. Please refer to the “Antonini Bros, Inc. class action settlement.”

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the case. Copies of these documents may be obtained on the website [INSERT URL].

Questions? Contact the Claims Administrator toll free at [REDACTED]

DO NOT CONTACT THE ARBITRATOR OR THE AMERICAN ARBITRATION ASSOCIATION WITH INQUIRIES.

EXHIBIT B

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment Your
Estimated Amount is \$ [REDACTED]

Almanza v. Antonini Bros, Inc.
American Arbitration Association
Case No. 01-24-0003-0190

MAIL OR FAX TO:
Claims Administrator
[CONTACT INFORMATION]

Your Claim Form must be completed and received by fax or postmarked on or before [REDACTED], **or it will be rejected.**

You are responsible for maintaining a copy of the fully completed Claim Form and proof of fax or mailing. If you move, please inform the Claims Administrator of your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

||||| Claim #

First Name, Last Name

c/o

Address1 Address2

City, State, Zip, Country

Name/Address Changes (if any):

()

Area Code

Home Telephone Number

()

Area Code

Alternate Telephone Number

Calculation of Individual Settlement Payments: Each Claimant's share of the settlement is based on the number of Workweeks he or she worked for Respondents Antonini Bros., Inc., Antonini Enterprises LLC, and Antonini Freight Express, Inc. ("Respondents") during the period from December 11, 2020, through March 15, 2024.

According to records maintained by Respondents, you worked as an hourly-paid or non-exempt employee or driver exempt from overtime of Respondents within the State of California at any time during the period from December 11, 2020, through March 15, 2024. In particular, the available records indicate that you worked for a total of [REDACTED] Workweeks during the Class Period. "Workweeks" means the number of weeks of employment that a Class Member worked for Respondents as an hourly-paid or non-exempt employee or driver exempt from overtime in California at any time during the Class Period. Based on the preceding information, your estimated Individual Settlement Payment is listed at the top of this page. Your final actual share may vary depending on the number of Workweeks represented by the Claimants who are participating in this settlement.

If you disagree with the numbers stated above, please explain why you believe the records described above are mistaken and attach all supporting documentation:

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment Your
Estimated Amount is \$

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If you dispute the numbers stated above, the records described above will control unless you are able to provide documentation with this Claim Form that establishes otherwise. If there is a dispute about whether Respondents' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties. Such a determination by the Parties may be appealed to the Arbitrator at the Final Approval Hearing.

Your signature below is an acknowledgement that if you do not opt-out, you will have released the following claims ("Released Claims"):

The claims released by the Class Members include any and all wage-and-hour claims, rights, demands, liabilities and causes of action whether pled or could have been pled based on the facts alleged in the Action against Respondents during the Class Period based upon the following categories of allegations: (1) failure to pay minimum wages; (2) failure to properly calculate and pay overtime wages; (3) failure to provide meal periods or meal period premiums; (4) failure to provide rest periods or rest period premiums; (5) failure to properly calculate and/or pay sick leave; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse business expenses; (8) failure to pay all wages due upon termination of employment; (9) violation of California's unfair business practices laws; and (10) violation of California's unfair competition laws, as well as any potential penalties, interest or attorneys' fees associated with these causes of action under the law.

To achieve a full and complete release, Respondents, Petitioner, and Class Members acknowledge that this release is intended to include in its effect all Released Claims described above, both known and unknown. The period covered by the Released Claims extends from the period from December 11, 2020, through March 15, 2024.

By signing on the next page, you acknowledge that, if you submit erroneous information in connection with this claim, your claim may be denied in whole or in part.

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment Your
Estimated Amount is \$

I certify that the information supplied herein by the undersigned is true and correct and that this Claim Form was executed on:

_____ in _____, _____
Date City State

Sign your name here

Print your name here