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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

ARMANDO DIAZ-GARCIA, as an individual,  
and on behalf of all other similarly situated  
employees,

*Plaintiff,*

vs.

AWESOME PRODUCTS, INC., a California  
corporation and DOES 1-50, inclusive,

*Defendant.*

JOSE ELIAS BARAJAS, individually, and on  
behalf of all others similarly situated,

*Plaintiff,*

vs.

AWESOME PRODUCTS, INC., a California  
corporation; and DOES 1 through 10, inclusive,

*Defendants.*

Case No.: 30-2021-01193589-CU-OE-CXC  
Consolidated with Case No.: 30-2021-  
01217438-CU-OE-CXC

[Honorable Lon F. Hurwitz,  
Department CX103]

**SECOND AMENDED JOINT  
STIPULATION OF CLASS AND PAGA  
ACTION SETTLEMENT**

Complaint Filed: April 2, 2021  
Trial Date: Not Set

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1                   **SECOND AMENDED JOINT STIPULATION OF CLASS AND PAGA ACTION**  
2   **SETTLEMENT**

3           This Second Amended Joint Stipulation of Class and PAGA Action Settlement (“Joint  
4 Stipulation,” “Settlement,” or “Agreement”) is made and entered into by and between Plaintiffs  
5 Armando Diaz-Garcia and Jose Elias Barajas (“Plaintiffs” or “Class Representatives”), as  
6 individuals, and on behalf of all others similarly situated, and Defendant Awesome Products, Inc.  
7 (“Defendant”). Plaintiffs and Defendant will be referred to herein collectively as the “Parties.”  
8 The Parties stipulate and agree as follows:

9   **1.     RECITALS.**

10           1.1     On February 23, 2021, Plaintiff Armando Diaz-Garcia filed with the Labor and  
11 Workforce Development Agency (“LWDA”), and sent via certified mail to Defendant, written  
12 notice of the California Labor Code sections he alleged Defendant had violated, pursuant to Labor  
13 Code section 2699.3, subdivision (a).

14           1.2     On April 2, 2021, Plaintiff Armando Diaz-Garcia filed a Class Action Complaint  
15 against Defendant, which alleged, on behalf of all non-exempt employees of Defendant who  
16 worked in California from the date four years before the filing of the complaint through the date  
17 of the signed order certifying the Class: Failure to Pay Minimum Wages [*Labor Code* §§ 510 and  
18 1194]; Failure to Pay Overtime Wages [*Labor Code* §§ 510 and 1194]; Failure to Pay Timely  
19 Wages [*Labor Code* § 210]; Failure to Lawfully Receive Wages [*Labor Code* § 221]; Failure to  
20 Provide Meal Breaks [*Labor Code* §§ 226.7 and 512]; Failure to Provide Rest Periods [*Labor*  
21 *Code* § 226.7]; Failure to Provide and Maintain Accurate Itemized Wage Statements and Maintain  
22 Records [*Labor Code* § 226(a)]; Failure to Pay Timely Wages Upon Termination [*Labor Code* §  
23 203]; and Unlawful Business Practices [*Business & Professions Code* §§ 17200, *et seq.*].

24           1.3     On August 22, 2021, Plaintiff Jose Elias Barajas filed with the Labor and  
25 Workforce Development Agency (“LWDA”), and sent via certified mail to Defendant, written  
26 notice of the California Labor Code sections he alleged Defendant had violated, pursuant to Labor  
27 Code section 2699.3, subdivision (a).

1           1.4     On August 23, 2021, Plaintiff Jose Elias Barajas filed a Class Action Complaint  
2 against Defendant, which alleged the same or similar causes of action as alleged in *Armando*  
3 *Diaz-Garcia v. Awesome Products, Inc.*, Case No. 30-2021-01193589-CU-OE-CXC.

4           1.5     On May 26, 2021, Plaintiff Armando Diaz-Garcia filed a First Amended Class  
5 Action and Representative Action Complaint, which alleged an additional cause of action for  
6 Civil Penalties under the Private Attorneys General Act [*Labor Code* §§ 2698, *et. seq.*]  
7 (“PAGA”); and on December 14, 2021, Plaintiff Jose Elias Barajas filed the same.

8           1.6     On January 26, 2023, the Parties participated in a private mediation with  
9 experienced, professional mediator, Marc Feder, Esq., which resulted in the Parties executing a  
10 Memorandum of Understanding containing the main financial terms of the instant Settlement.

11          1.7     On May 24, 2023, the Parties filed a Joint Stipulation to consolidate *Armando*  
12 *Diaz-Garcia v. Awesome Products, Inc.*, Orange County Superior Court, Case No. 30-2021-  
13 01193589-CU-OE-CXC and *Jose Elias Barajas v. Awesome Products, Inc.*, Orange County  
14 Superior Court, Case No. 30-2021-01217438-CU-OE-CXC, and to name the former as the lead  
15 case. Thereafter the Court granted an order thereon, rendering the Consolidated Second Amended  
16 Class and Representative Action Complaint (“Operative Complaint”) attached thereto as  
17 operative.

18          1.8     Now, therefore, the Parties enter into the instant Joint Stipulation and, solely for  
19 purposes of settling the Action and addressing any discrepancies identified herein, stipulate and  
20 agree that the requisites for establishing class certification with respect to the Class Members  
21 (defined below) have been met and are met, including that the putative Class is ascertainable and  
22 so numerous as to make it impracticable to join all putative Class Members; there are common  
23 questions of law and fact which predominate over any question(s) affecting any individual  
24 putative Class Member; Plaintiffs’ claims are typical of the claims of the putative Class; Plaintiffs  
25 and Class Counsel will fairly and adequately protect the interests of the putative Class; the  
26 prosecution of separate actions by individual members of the putative Class would create the risk  
27 of inconsistent or varying adjudications, which would establish incompatible standards of  
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conduct; and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

**2. DEFINITIONS**

2.1. “Action” means the consolidated action entitled *Armando Diaz-Garcia, et. al. v. Awesome Products, Inc.*, Orange County Superior Court, Case No. 30-2021-01193589-CU-OE-CXC.

2.2. “Administrator” means the neutral entity the Parties have appointed to administer the Settlement, ILYM Group, Inc.

2.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

2.4. “Aggrieved Employees” means all non-exempt employees of Awesome Products, Inc. who worked in California during the PAGA Period, including any employee employed through any staffing agency, professional employer organization, or temporary employment agency utilized by Awesome Products, Inc. during the Class Period, which are identified as Southbay Safety, Next Level Staffing, Core Staffing Solutions, Precise Personnel, Randstad, the Baron HR, Fairway Staffing, Selective Personnel, and Dynamic Staffing.

2.5. “Class” or “Class Members” means all non-exempt employees of Awesome Products, Inc. who worked in California during the Class Period, including any employee employed through any staffing agency, professional employer organization, or temporary employment agency utilized by Awesome Products, Inc. during the Class Period, which are identified as Southbay Safety, Next Level Staffing, Core Staffing Solutions, Precise Personnel, Randstad, the Baron HR, Fairway Staffing, Selective Personnel, and Dynamic Staffing.

2.6. “Class Counsel” means Jackson APC and Moon Law Group, P.C.

2.7. “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

1           2.8.    “Class Counsel Litigation Expenses Payment” means the amount allocated to  
2 Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action.

3           2.9.    “Class Data” means Class Member identifying information, including the name,  
4 last-known mailing address and Social Security number of the Class Member.

5           2.10.   “Class Member Address Search” means the Administrator’s investigation and  
6 search for current Class Member mailing addresses using all reasonably available sources,  
7 methods and means, including, but not limited to, the National Change of Address database, skip  
8 traces and direct contact by the Administrator with Class Members.

9           2.11.   “Class Notice” means the Court-approved notice of class action settlement and  
10 hearing date for final court approval, to be mailed to Class Members in English and Spanish.

11          2.12.   “Class Period” means April 2, 2017, through March 31, 2023.

12          2.13.   “Class Representatives” means Armando Diaz-Garcia and Jose Elias Barajas, the  
13 named Plaintiffs in the Action.

14          2.14.   “Class Representative Service Payments” means the payments to the Class  
15 Representatives for initiating and providing services in support of the Action and for their general  
16 release, as described in Paragraph 5.1 below.

17          2.15.   “Court” means the Orange County Superior Court.

18          2.16.   “Defendant” means Awesome Products, Inc. and each of its past, present, and  
19 future respective subsidiaries, dba’s, affiliates, parents, predecessors, successors, investors, and  
20 their current and former employees, managing agents, servants, consultants, agents, directors,  
21 officers, members, independent contractors, representatives, insurers, reinsurers, and attorneys.

22          2.17.   “Defense Counsel” means Fisher & Phillips, LLP and the Law Offices of Robert  
23 Mackey.

24          2.18.   “Effective Date” means the date on which both of the following have occurred: (a)  
25 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the  
26 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no  
27 Settlement Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one  
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1 or more Settlement Class Members object to the Settlement, the day after the deadline for filing a  
2 notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day  
3 after the appellate court affirms the Judgment and issues a remittitur.

4 2.19. "Final Approval" means the Court Order Granting Final Approval of the  
5 Settlement.

6 2.20. "Final Approval Hearing" means the Court Hearing on the Motion for Final  
7 Approval of the Settlement.

8 2.21. "Final Judgment" means the Court Judgment made upon granting final approval of  
9 the Settlement.

10 2.22. "Gross Settlement Amount" means \$630,000.00, the total amount Defendant  
11 agrees to pay under the Settlement, except as provided in Paragraph 8 below, and which will be  
12 used to pay the Individual Class Payments, PAGA Settlement Payment, Class Counsel Fees  
13 Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments,  
14 and Administration Expenses Payment.

15 2.23. "Individual Class Payments" means the individual payments made to each  
16 Settlement Class Member from the Net Settlement Amount.

17 2.24. "Individual PAGA Payment(s)" means the allocation of twenty-five percent of the  
18 PAGA Settlement Payment, to be paid to the Aggrieved Employees, pursuant to Labor Code  
19 section 2699, subdivision (i).

20 2.25. "LWDA" means the California Labor and Workforce Development Agency.

21 2.26. "LWDA PAGA Payment" means the allocation of seventy-five percent of the  
22 PAGA Settlement Payment, to be paid to the LWDA, pursuant to Labor Code section 2699,  
23 subdivision (i).

24 2.27. "Net Settlement Amount" means the Gross Settlement Amount less the following  
25 payments, in the amounts approved by the Court: the PAGA Settlement Payment, Class  
26 Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation  
27 Expenses Payment, and Administration Expenses Payment. The Net Settlement Amount is to be  
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1 paid to Settlement Class Members as Individual Class Payments.

2 2.28. "Non-Participating Class Members" means Class Members who submit a valid  
3 and timely Request for Exclusion from the Settlement.

4 2.29. "PAGA" means the California Labor Code Private Attorneys General Act.

5 2.30. "PAGA Period" means February 23, 2020, through March 31, 2023.

6 2.31. "PAGA Pay Period" means the pay periods in which any Aggrieved Employee  
7 actually worked one shift during the PAGA Period.

8 2.32. "PAGA Settlement Payment" means \$60,000.000, the total amount of PAGA civil  
9 penalties to be paid from the Gross Settlement Amount, and which shall be allocated seventy-five  
10 percent to the LWDA (\$45,000.00) ("LWDA PAGA Payment") and twenty-five percent to the  
11 Aggrieved Employees (\$15,000.00) ("Individual PAGA Payment"), in settlement of the Released  
12 PAGA Claims.

13 2.33. "Plaintiffs" means Armando Garcia-Diaz and Jose Elias Barajas.

14 2.34. "Preliminary Approval" means the Court Order Granting Preliminary Approval of  
15 the Settlement and Class Notice.

16 2.35. "Released Class Claims" means the claims being released as described in  
17 Paragraph 5.2 below.

18 2.36. "Released PAGA Claims" means the claims being released as described in  
19 Paragraph 5.3 below.

20 2.37. "Released Parties" means: Defendant and all of its past, present, and future  
21 respective subsidiaries, dba's, affiliates, parents, predecessors, successors, investors, and their  
22 current and former employees, managing agents, servants, consultants, agents, directors, officers,  
23 members, independent contractors, representatives, insurers, reinsurers, attorneys; and any  
24 staffing agency, professional employer organization, or temporary employment agency utilized by  
25 Awesome Products, Inc. during the Class Period, including Southbay Safety, Next Level Staffing,  
26 Core Staffing Solutions, Precise Personnel, Randstad, the Baron HR, Fairway Staffing, Selective  
27 Personnel, and Dynamic Staffing, and any of their past, present, and future respective subsidiaries,  
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1 dba's, affiliates, parents, predecessors, successors, investors, and their current and former  
2 employees, managing agents, servants, consultants, agents, directors, officers, members,  
3 independent contractors, representatives, insurers, reinsurers, attorneys.

4 2.38. "Request for Exclusion" means the submission of a written request by a Class  
5 Member to be excluded from the Settlement, which is signed by the Class Member.

6 2.39. "Response Deadline" means sixty (60) calendar days after the Administrator mails  
7 the Class Notice to the Class Members and Aggrieved Employees and the last date on which  
8 Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax,  
9 email or mail Objections to the Settlement. Class Members to whom Notice Packets are resent  
10 after having been returned undeliverable to the Administrator shall have an additional fourteen  
11 (14) calendar days beyond the Response Deadline.

12 2.40. "Settlement" means the disposition of the Action effected by this Agreement.

13 2.41. "Settlement Class Member" or "Participating Class Member" means a Class  
14 Member who does not submit a valid and timely Request for Exclusion from the Settlement.

15 2.42. "Workweeks" means the weeks in which any Settlement Class Member actually  
16 worked one shift during the Class Period.

17 **3. MONETARY TERMS.**

18 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,  
19 Defendant agrees to pay the Gross Settlement Amount of \$630,000.00 and to separately pay any  
20 and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.  
21 Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the  
22 deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire  
23 Gross Settlement Amount without asking or requiring Settlement Class Members or Aggrieved  
24 Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount  
25 will revert to Defendant.

26 3.2. Net Settlement Amount. The Administrator will make and deduct the following  
27 payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final  
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1 Approval:

2 3.2.1. To Plaintiffs: The Class Representative Service Payments to the Class  
3 Representatives of not more than \$7,500.00 each (in addition to any Individual Class Payments  
4 and Individual PAGA Payments the Class Representatives are entitled to receive as Settlement  
5 Class Members and Aggrieved Employees). Defendant will not oppose a request for payments  
6 that do not exceed this amount. As part of their motion for the Class Counsel Fees Payment and  
7 Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class  
8 Representative Service Payments no later than sixteen (16) court days prior to the Final Approval  
9 Hearing. If the Court approves Class Representative Service Payments less than the amount  
10 requested, the Administrator will retain the remainder in the Net Settlement Amount. The  
11 Administrator will pay the Class Representative Service Payments using IRS Form 1099.  
12 Plaintiffs assume full responsibility and liability for employee taxes owed on the Class  
13 Representative Service Payments.

14 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than  
15 \$210,000.00, or one third of the Gross Settlement Amount, and a Class Counsel Litigation  
16 Expenses Payment of not more than \$20,000.00. Defendant will not oppose a request for  
17 payments that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for  
18 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than  
19 sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel  
20 Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts  
21 requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released  
22 Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any  
23 claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation  
24 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class  
25 Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes  
26 full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class  
27 Counsel Litigation Expenses Payment and hold Defendant harmless from and indemnify  
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1 Defendant for any dispute or controversy regarding division or sharing of such payments.

2 3.2.3. To the Administrator: An Administration Expenses Payment of not more  
3 than \$10,000.00, except for a showing of good cause and as approved by the Court. To the extent  
4 the Administration Expenses Payment is less or the Court approves payment less than \$10,000.00,  
5 the Administrator will retain the remainder in the Net Settlement Amount.

6 3.2.4. To Each Settlement Class Member: An Individual Class Payment  
7 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked  
8 by all Settlement Class Members during the Class Period and (b) multiplying the result by each  
9 Settlement Class Member's Workweeks.

10 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each  
11 Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion").  
12 The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% of  
13 each Individual Class Payment will be allocated to settlement of claims for interest (40%) and  
14 penalties (40%) (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage  
15 withholdings and will be reported on IRS 1099 Forms. Settlement Class Members assume full  
16 responsibility and liability for any employee taxes owed on their Individual Class Payment.

17 3.2.4.2. Effect of Non-Participating Class Members on Calculation of  
18 Individual Class Payments. Non-Participating Class Members will not receive any Individual  
19 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments  
20 in the Net Settlement Amount for distribution to Settlement Class Members on a pro rata basis.

21 3.2.5. To the LWDA and Aggrieved Employees: A PAGA Settlement Payment  
22 in the amount of \$60,000.00 to be paid from the Gross Settlement Amount, with seventy-five  
23 percent (\$45,000.00) allocated to the LWDA PAGA Payment and twenty-five percent  
24 (\$15,000.00) allocated to the Individual PAGA Payment.

25 3.2.5.1. The Administrator will calculate each Individual PAGA Payment  
26 by (a) dividing the amount of the total Individual PAGA Payment (\$15,000.00) by the total  
27 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and  
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(b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. 100% of the Individual PAGA Payments will be to settlement of claims for penalties and interest. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

**4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Data. Not later than fifteen (15) business days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately (a) notify Class Counsel if it discovers the Class Data omitted a class member and (b) provide corrected/updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to omitted data.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay their share of payroll taxes, by transmitting the funds to the Administrator no later than twenty-one (21) business days after the Effective Date. If Defendant fails to timely transfer the funds as set forth in this Agreement, Defendant shall have fourteen (14) business days from the last day the payment is due to cure the untimely payment. Defendant shall transmit the funds pursuant to the Settlement Administrator's electronic transfer instructions. Defendant's payment obligations with respect to the Gross Settlement Amount, Defendant's share of payroll taxes, and any cure payment shall be met upon initiating the electronic transfer of funds to the Administrator, pursuant to the Administrator's instructions. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

1           4.3.     Payments from the Gross Settlement Amount. Within fourteen (14) business days  
2 after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for  
3 the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment,  
4 Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation  
5 Expenses Payment, and Class Representative Service Payments. Disbursement of the Class  
6 Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative  
7 Service Payments shall not precede disbursement of the Individual Class Payments and Individual  
8 PAGA Payments.

9                   4.3.1. The Administrator will issue checks for the Individual Class Payments  
10 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,  
11 postage prepaid. The face of each check shall prominently state the date (not less than 180  
12 calendar days after the date of mailing) when the check will be voided. The Administrator will  
13 cancel all checks not cashed by the void date. The Administrator will send checks for Individual  
14 Settlement Payments to all Settlement Class Members, including those for whom Class Notice  
15 was returned undelivered.

16                   4.3.2. The Administrator will send checks for Individual PAGA Payments to all  
17 Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved  
18 Employees, including those for whom a Class Notice was returned undelivered. The  
19 Administrator may send Settlement Class Members a single check combining his or her  
20 Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the  
21 Administrator must update the recipients' mailing addresses using the National Change of  
22 Address Database.

23                   4.3.3. The Administrator must conduct a Class Member Address Search for all  
24 other Class Members whose checks are returned undelivered without USPS forwarding addresses.  
25 Within seven (7) calendar days of receiving a returned check the Administrator must re-mail  
26 checks to the USPS forwarding address provided or to an address ascertained through the Class  
27 Member Address Search. The Administrator need not take further steps to deliver checks to Class  
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1 Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly  
2 send a replacement check to any Class Member whose original check was lost or misplaced,  
3 requested by the Class Member prior to the void date.

4 4.3.4. Any Individual Class Payment check or Individual PAGA Payment check  
5 that is uncashed and cancelled after the void date shall be canceled and funds associated with such  
6 checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of  
7 Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if  
8 any, as provided in California Code of Civil Procedure section 384, shall be transmitted to the  
9 California Controller's Unclaimed Property Fund in the name of the Settlement Class Member,  
10 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil  
11 Procedure section 384(b).. The Administrator shall prepare a report regarding the distribution plan  
12 pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court by  
13 Class Counsel along with a proposed amended judgment that is consistent with the provisions of  
14 Code of Civil Procedure section 384.

15 4.3.5. The payment of Individual Class Payments and Individual PAGA  
16 Payments shall not obligate Defendant to confer any additional benefits or make any additional  
17 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in  
18 this Agreement.

19 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire  
20 Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the  
21 Individual Class Payments, Plaintiffs, Class Members and Class Counsel will release claims  
22 against all Released Parties as follows:

23 5.1. Plaintiffs' Release. In addition to the Released Class Claims and Released PAGA  
24 Claims described below, Plaintiffs and their respective former and present spouses,  
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release  
26 and discharge Released Parties from all claims, demands, rights, liabilities and causes of action of  
27 every nature and description whatsoever, whether known or unknown, asserted or that might have  
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1 been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or  
2 regulation arising out of, relating to, or in connection with any act or omission of the Released  
3 Parties through the date of full execution of this Settlement Agreement in connection with his or  
4 her employment or the termination thereof (“Plaintiffs’ Release”). Plaintiffs’ Release does not  
5 extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law  
6 cannot be waived, including, but not limited to any claims for vested benefits, unemployment  
7 benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose  
8 at any time. Plaintiffs acknowledge that they may discover facts or law different from, or in  
9 addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless,  
10 that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different  
11 or additional facts or Plaintiffs’ discovery of them. Irrespective of any terms in this agreement,  
12 this agreement does not impact or release any of Plaintiff Garcia Diaz’s claims alleged in the case  
13 entitled *Garcia-Diaz v. Awesome Products, Inc.* Case No. 30-2022-01253120-CU-WT-CJC.

14 5.1.1. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For  
15 purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions, rights,  
16 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

20 5.2. Released Class Claims by Settlement Class Members: All Settlement Class  
21 Members, on behalf of themselves and their respective former and present representatives, agents,  
22 attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims  
23 that were alleged, or reasonably could have been alleged, in the Operative Complaint, and  
24 ascertained in the course of the Action, that arose during the Class Period, including the following  
25 claims: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c)  
26 failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to  
27 authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to  
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1 issue accurate, itemized wage statements and maintain payroll records; (f) failure to pay all wages  
2 due upon separation of employment; (g) failure to reimburse for necessary business expenses;  
3 (h) all claims under California Business & Professions Code § 17200 for unfair business practices  
4 that could have been premised on the facts, claims, causes of action or legal theories described  
5 above; (i) violation of or claims under the following sections of the California Labor Code  
6 sections 201, 202, 203, 204, 206, 210, 218.6, 226, 226(c), 226.3, 226.7, 227.3, 510, 512, 558.1,  
7 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802; and (j) violation of the California  
8 Industrial Wage Orders that could have been premised on the facts, claims, causes of action or  
9 legal theories described above, as well as any potential penalties, interest or attorneys' fees  
10 associated with all of such causes of action under California law ("Released Class Claims").  
11 Except as set forth in Section 5.3 of this Agreement, Settlement Class Members do not release any  
12 other claims, including claims for vested benefits, wrongful termination, violation of the Fair  
13 Employment and Housing Act, unemployment insurance, disability, social security, workers'  
14 compensation, or claims based on facts occurring outside the Class Period.

15       5.3.     Released PAGA Claims by Aggrieved Employees: All Class Members who are  
16 Aggrieved Employees, regardless of whether they are Settlement Class Members or Non-  
17 Participating Class Members, are deemed to release, on behalf of themselves and their respective  
18 former and present representatives, agents, attorneys, heirs, administrators, successors, and  
19 assigns, the Released Parties from all claims demands, rights, liabilities and causes of action for  
20 civil penalties under the California Labor Code Private Attorneys General Act that were alleged,  
21 or reasonably could have been alleged, based on the facts asserted in the Operative Complaint or  
22 Plaintiffs' respective Notices of Labor Code Violations and PAGA Penalties and arose during the  
23 PAGA Period, including, but not limited to, civil penalties pursuant to Labor Code sections 210,  
24 226.3, 558, 1197.1, and 2699 in connection with violations of Labor Code sections 201, 202, 203,  
25 204, 226, 226.7, 227.3, 246, 432, 510, 512, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5,  
26 2802, and 2810.5 ("Released PAGA Claims"). The Released PAGA Claims excludes all claims  
27 outside of the PAGA Period.  
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1                   5.3.1. The foregoing release shall be binding on Plaintiffs, the Aggrieved  
2 Employees, and the State of California, and shall bar by res judicata any claim under the PAGA  
3 brought by any person, including the Aggrieved Employees, on behalf of the State of California,  
4 as to any claims predicated on the Released PAGA Claims.

5       **6. MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs will prepare and file a  
6 motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the  
7 Court’s current checklist for Preliminary Approval.

8           6.1.     Responsibilities of Counsel. Class Counsel is responsible for timely finalizing  
9 and filing the Motion for Preliminary Approval. The Parties are jointly responsible for appearing  
10 in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is  
11 responsible for delivering the Court’s Preliminary Approval to the Administrator to initiate the  
12 notice process.

13          6.2.     Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion  
14 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
15 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or  
16 by telephone, and in good faith, to resolve the disagreement. If the Court does not grant  
17 Preliminary Approval or conditions Preliminary Approval on any material change to this  
18 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the  
19 Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and  
20 otherwise satisfy the Court’s concerns.

21       **7. SETTLEMENT ADMINISTRATION.**

22          7.1.     Selection of Administrator. The Parties have jointly selected ILYM Group, Inc.  
23 to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc.  
24 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this  
25 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel  
26 represent that they have no interest or relationship, financial or otherwise, with the Administrator  
27 other than a professional relationship arising out of prior experiences administering settlements.  
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1           7.2.     Employer Identification Number. The Administrator shall have and use its own  
2 Employer Identification Number for purposes of calculating payroll tax withholdings and  
3 providing reports to state and federal tax authorities.

4           7.3.     Qualified Settlement Fund. The Administrator shall establish a settlement fund  
5 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury  
6 Regulation section 468B-1.

7           7.4.     Notice to Class Members.

8                   7.4.1. No later than three (3) business days after receipt of the Class Data, the  
9 Administrator shall notify Class Counsel that the list has been received and provide the number of  
10 Class Members and Aggrieved Employees.

11                   7.4.2. Using best efforts to perform as soon as possible, and in no event later than  
12 fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class  
13 Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,  
14 the Class Notice substantially in the form attached to this Agreement as Exhibit A. The Class  
15 Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or  
16 Individual PAGA Payment payable to the Settlement Class Member and/or Aggrieved Employee.  
17 Before mailing Class Notices, the Administrator shall update Class Member addresses using the  
18 National Change of Address database.

19                   7.4.3. Not later than three (3) business days after the Administrator’s receipt of  
20 any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class  
21 Notice using any forwarding address provided by the USPS. If the USPS does not provide a  
22 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail  
23 the Class Notice to the most current address obtained. The Administrator has no obligation to  
24 make further attempts to locate or send Class Notices to Class Members whose Class Notice is  
25 returned by the USPS a second time.

26                   7.4.4. The deadlines for Class Members’ written objections and Requests for  
27 Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days provided  
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1 in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will  
2 inform the Class Member of the extended deadline with the re-mailed Class Notice.

3 7.4.5. If the Administrator, the Defendant, Defense Counsel or Class Counsel is  
4 contacted by or otherwise discovers any persons who believe they should have been included in the  
5 Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer  
6 in person or by telephone, and in good faith, in an effort to agree on whether to include them as  
7 Class Members. If the Parties agree, such persons will be Class Members entitled to the same  
8 rights as other Class Members, and the Administrator will send, via email or overnight delivery, a  
9 Class Notice requiring them to exercise options under this Agreement no later than 14 days after  
10 receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

11 7.5. Requests for Exclusion (Opt-Outs).

12 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class  
13 Settlement must send the Administrator by mail, email, or fax a signed written Request for  
14 Exclusion no later than sixty (60) calendar days after the Administrator mails the Class Notice  
15 (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-  
16 mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that  
17 reasonably communicates the Class Member's election to be excluded from the Settlement and  
18 includes the Class Member's name, address and email address or telephone number. To be valid,  
19 a Request for Exclusion must be timely postmarked, emailed, or faxed by the Response Deadline.

20 7.5.2. The Administrator may not reject a Request for Exclusion as invalid  
21 because it fails to contain all the information specified in the Class Notice. The Administrator  
22 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the  
23 identity of the person as a Class Member and the Class Member's desire to be excluded. The  
24 Administrator's determination shall be final and not appealable or otherwise susceptible to  
25 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,  
26 the Administrator may demand additional proof of the Class Member's identity.

27 7.5.3. Every Class Member who does not submit a timely and valid Request for  
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1 Exclusion is deemed to be a Settlement Class Member under this Agreement, entitled to all  
2 benefits and bound by all terms and conditions of the Settlement, including the Settlement Class  
3 Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the  
4 Settlement Class Member actually receives the Class Notice or objects to the Settlement.

5 7.5.4. Every Class Member who submits a valid and timely Request for  
6 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment  
7 or have the right to object to the class action components of the Settlement. Because future PAGA  
8 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class  
9 Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph  
10 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

11 7.6. Objections to Settlement.

12 7.6.1. Only Settlement Class Members may object to the class action components  
13 of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or  
14 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses  
15 Payment and/or Class Representative Service Payments. Non-Participating Class Members have  
16 no right to object to any of the class action components of the Settlement.

17 7.6.2. Settlement Class Members may send written objections to the  
18 Administrator by mail, email, or fax. In the alternative, Settlement Class Members may appear in  
19 Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval  
20 Hearing. A Settlement Class Member who elects to send a written objection to the Administrator  
21 must do so not later than sixty (60) calendar days after the Administrator's mailing of the Class  
22 Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was  
23 re-mailed). The Court retains final authority as to consideration and admissibility of objections.

24 7.6.3. In the event a Class Member submits a valid Request for Exclusion and  
25 valid Objection, the Objection will control, and the Class Member will be included in the  
26 Settlement and considered a Settlement Class Member.

27 7.7. Challenges to Calculation of Workweeks. Each Class Member and/or Aggrieved  
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Employee shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee in the Class Notice.

7.7.1. The Class Member and/or Aggrieved Employee may challenge his or her allocation by communicating with the Administrator via mail, email, or fax. The Administrator must encourage the challenging Class Member and/or Aggrieved Employee to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data.

7.7.2. The Administrator has the authority to make an initial determination regarding any challenges to its calculation of Workweeks and/or PAGA Pay Periods based on documentation provided by the Class Member, Aggrieved Employee, and/or Defendant. The Administrator shall promptly provide copies of all challenges to its calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and its initial determination regarding such challenges. The Parties shall provide copies of the same to the Court at the time of Final Approval. The Court has the right to review any decision of the Administrator.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Operative Complaint, Plaintiffs' respective PAGA Notices, the Settlement Agreement, the Notice Packet, Plaintiffs' Motion for Preliminary Approval, the Preliminary Approval Order, Plaintiffs'

1 Motion for Final Approval, and the Final Approval Order and Judgment. The Final Approval  
2 Order and Judgment shall remain posted for 180 days. The Administrator will also maintain and  
3 monitor an email address and a toll-free telephone number to receive Class Member calls, faxes  
4 and emails.

5 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator  
6 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later  
7 than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the  
8 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names  
9 and other identifying information of Class Members who have timely submitted valid Requests  
10 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class  
11 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for  
12 Exclusion from Settlement submitted (whether valid or invalid). The Court has the right to review  
13 any decision by the Administrator concerning the validity of a Request for Exclusion. The Parties  
14 will inform the Court of any and all Requests for Exclusion from the Settlement, subsequent to  
15 completion of the Class Notice process.

16 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide  
17 written reports to Class Counsel and Defense Counsel that, among other things, tally the number  
18 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion  
19 (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA  
20 Pay Periods, and checks mailed for Individual Class Payments and Individual PAGA Payments  
21 (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the  
22 validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections  
23 received.

24 7.8.4. Administrator’s Declaration. Not later than fourteen (14) days before the  
25 date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the  
26 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable  
27 for filing in Court attesting to its due diligence and compliance with all of its obligations under  
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1 this Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices  
2 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the  
3 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the  
4 number of written objections and attach the Exclusion List. The Administrator will supplement its  
5 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible  
6 for filing the Administrator's declaration(s) in Court.

7           7.8.5. Final Report by Administrator. Within ten (10) days after the  
8 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide  
9 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee  
10 identification number only of all payments made under this Agreement. At least fifteen (15) days  
11 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel  
12 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement  
13 of all payments required under this Agreement. Class Counsel is responsible for filing the  
14 Administrator's declaration in Court.

15 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records,  
16 Defendant estimates that, as of the date of this Settlement Agreement, there are no more than  
17 10,034 total Workweeks worked by all Settlement Class Members during the Class Period. If the  
18 number of Workweeks as of March 31, 2023, increases by more than 6% (more than 602),  
19 Defendant shall, at its option, either (a) increase the Gross Settlement Amount proportionally by  
20 the Workweeks in excess of 10,636 multiplied by the workweek value; or (b) cap the Release  
21 Period as of the date that the 6% of Workweeks is exceeded. In the event Defendant chooses  
22 option (a) to increase the Gross Settlement Amount, the workweek value shall be calculated by  
23 dividing the Gross Settlement Amount by 10,034. The Parties agree that the workweek value  
24 amounts to and the settlement amounts to \$62.78 per Workweek ( $\$630,000.00 / 10,034$   
25 workweeks). Thus, for example, should there be 11,000 Workweeks in the Class Period, then the  
26 Gross Settlement Amount shall be increased by \$62,567.82  $[(11,000 \text{ workweeks} - 10,034$   
27 workweeks] x \$62.78 per Workweek).

1 **9. DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for  
2 Exclusion identified in the Exclusion List exceeds 6% of the Class Members representing more  
3 than an aggregate total of 6% of the verified Workweeks, Defendant may, but is not obligated to,  
4 elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the  
5 Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will  
6 have any further obligation to perform under this Agreement; provided, however, Defendant will  
7 remain responsible for paying all Settlement Administration Expenses incurred to that point.  
8 Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven  
9 (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections  
10 will have no effect.

11 **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the  
12 calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the  
13 Settlement that includes a request for approval of the PAGA settlement under Labor Code section  
14 2699, subd. (l), a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion  
15 for Final Approval”).

16 10.1. Response to Objections. Each Party retains the right to respond to any objection  
17 raised by a Settlement Class Member, including the right to file responsive documents in Court no  
18 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or  
19 accepted by the Court.

20 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final  
21 Approval on any material change to the Settlement (including, but not limited to, the scope of  
22 release to be granted by Class Members), the Parties will expeditiously work together in good  
23 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final  
24 Approval. The Court’s decision to award less than the amounts requested for the Class  
25 Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation  
26 Expenses Payment and/or Administration Expenses Payment shall not constitute a material  
27 modification to the Agreement within the meaning of this paragraph.  
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1           10.3.    Continuing Jurisdiction of the Court. The Parties agree that, after entry of  
2 Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement, pursuant to  
3 California Code of Civil Procedure Section 664.6 and California Rules of Court Rule 3.769(h),  
4 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement  
5 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

6           10.4.    Waiver of Right to Appeal. Provided the Judgment is consistent with the terms  
7 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and  
8 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their  
9 respective counsel, and all Settlement Class Members who did not object to the Settlement as  
10 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to  
11 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for  
12 new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of  
13 the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the  
14 Parties' obligations to perform under this Agreement will be suspended until such time as the  
15 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect  
16 the amount of the Net Settlement Amount.

17           10.5.    Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If  
18 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a  
19 material modification of this Agreement (including, but not limited to, the scope of release to be  
20 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless  
21 expeditiously work together in good faith to address the appellate court's concerns and to obtain  
22 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration  
23 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify  
24 the Court's award of the Class Representative Service Payments or any payments to Class  
25 Counsel shall not constitute a material modification of the Judgment within the meaning of this  
26 paragraph, as long as the Gross Settlement Amount remains unchanged.

27   **11.    AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil  
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1 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed  
2 amended judgment.

3 **12. ADDITIONAL PROVISIONS.**

4 12.1. No Admission of Liability, Class Certification or Representative Manageability  
5 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed  
6 claims. Nothing in this Agreement is intended or should be construed as an admission by  
7 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has  
8 any liability for any claims asserted; nor should it be intended or construed as an admission by  
9 Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class  
10 certification and representative treatment is for purposes of this Settlement only. If, for any reason  
11 the Court does grant Preliminary Approval, Final Approval or enter Judgment, or if Defendant  
12 exercises its option pursuant to paragraph 9 of this Joint Stipulation to nullify the settlement,  
13 Defendant reserves the right to contest certification of any class for any reasons and all available  
14 defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification  
15 on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement  
16 and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in  
17 connection with, any litigation, except for proceedings to enforce or effectuate the Settlement and  
18 this Agreement.

19 12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel,  
20 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval  
21 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or  
22 cause or permit another person to disclose, disseminate or publicize, any of the terms of the  
23 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,  
24 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,  
25 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;  
26 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a  
27 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal  
28

1 government agency.

2 12.3. Each Party agrees to immediately notify each other of any judicial or agency  
3 order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and  
4 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other  
5 communication, before the filing of the Motion for Preliminary Approval, with any third party  
6 regarding this Agreement or the matters giving rise to this Agreement except to respond only that  
7 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class  
8 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical  
9 obligations owed to Class Members.

10 12.4. No Solicitation. The Parties separately agree that they and their respective  
11 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,  
12 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class  
13 Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical  
14 obligations owed to Class Members.

15 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this  
16 Agreement together with its attached exhibits shall constitute the entire agreement between the  
17 Parties relating to the Settlement, superseding any and all oral representations, warranties,  
18 covenants, or inducements made to or by any Party.

19 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant  
20 and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all  
21 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to  
22 effectuate its terms, and to execute any other documents reasonably required to effectuate the  
23 terms of this Agreement including any amendments to this Agreement.

24 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use  
25 their best efforts, in good faith, to implement the Settlement by, among other things, modifying  
26 the Settlement Agreement, submitting supplemental evidence and supplementing points and  
27 authorities as requested by the Court. In the event the Parties are unable to agree upon the form or  
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1 content of any document necessary to implement the Settlement, or on any modification of the  
2 Agreement that may become necessary to implement the Settlement, the Parties will seek the  
3 assistance of a mediator and/or the Court for resolution.

4 12.8. No Prior Assignments. The Parties separately represent and warrant that they  
5 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,  
6 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
7 action, or right released and discharged by the Party in this Settlement.

8 12.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense  
9 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this  
10 Settlement be relied upon as such within the meaning of United States Treasury Department  
11 Circular 230 (31 CFR Part 10, as amended) or otherwise.

12 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
13 modified, changed, or waived only by an express written instrument signed by all Parties or their  
14 representatives, and approved by the Court.

15 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and  
16 inure to the benefit of, the successors of each of the Parties.

17 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will  
18 be governed by and interpreted according to the internal laws of the state of California, without  
19 regard to conflict of law principles.

20 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and  
21 preparation of this Agreement. This Agreement will not be construed against any Party on the  
22 basis that the Party was the drafter or participated in the drafting.

23 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders  
24 entered during Action and in this Agreement relating to the confidentiality of information shall  
25 survive the execution of this Agreement.

26 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to  
27 Cal. Evid. Code section 1152, and all copies and summaries of the Class Data provided to Class  
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Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

**MOON LAW GROUP, P.C.**  
Kane Moon  
Allen Feghali  
Jacquelyne VanEmmerik  
1055 West Seventh Street, Suite 1880  
Los Angeles, California 90017

**JACKSON APC**  
Armond M. Jackson  
Andrea Fernandez-Jackson  
Anthony Filer, Jr.  
2 Venture Plaza, Suite 240  
Irvine, California 92618

To Defendant:

**FISHER & PHILLIPS, LLP**  
Christine Baran  
Andrew C. Crane  
2050 Main Street, Suite 1000  
Irvine, California 92614

**The Law Offices of Robert Mackey**  
Robert Mackey (SBN 125961)  
16320 Murphy Road  
Sonora, CA 95370

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: April 8, 2024

By: Armando Diaz-Garcia  
Armando Diaz-Garcia

Dated: 4/12/2024

By: DocuSigned by:  
Jose Elias Barajas  
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Dated: February , 2024

By: \_\_\_\_\_  
For Awesome Products, Inc.

JACKSON APC

Dated: April 8, 2024

By: Armond M. Jackson  
Armond Jackson, Esq.  
Andrea Fernandez-Jackson, Esq.  
Anthony Filer, Jr., Esq.  
Attorney for Plaintiff, Armando Diaz-

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12 process.

13 Dated:

By:

Armando Diaz-Garcia

16 Dated:

By:

Jose Elias Barajas

20 Dated: February , 2024

By:

  
For Awesome Products, Inc.

JACKSON APC

25 Dated:

By:

Armond Jackson, Esq.  
Andrea Fernandez-Jackson, Esq.  
Anthony Filer, Jr., Esq.  
*Attorney for Plaintiff, Armando Diaz-*

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*Garcia*

MOON LAW GROUP, P.C.

Dated: April 12, 2024

By:



Kane Moon, Esq.  
Allen Feghali, Esq.  
Jacquelyne VanEmmerik, Esq.  
*Attorneys for Plaintiff, Jose Elias Barajas*

FISHER & PHILLIPS, LLP

Dated:

By:

Christine Baran, Esq.  
Andrew C. Crane, Esq.  
*Attorneys for Defendant, Awesome Products, Inc.*

THE LAW OFFICES OF ROBERT  
MACKEY

Dated:

By:

Robert Mackey, Esq.  
*Attorneys for Defendant, Awesome Products, Inc.*



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*Garcia*

MOON & YANG, APC

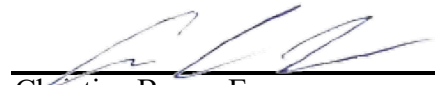
Dated:

By:

\_\_\_\_\_  
Kane Moon, Esq.  
Allen Feghali, Esq.  
Jacquelyne VanEmmerik, Esq.  
*Attorneys for Plaintiff, Jose Elias Barajas*

Dated: April 11, 2024

By:


  
\_\_\_\_\_  
Christine Baran, Esq.  
Andrew C. Crane, Esq.  
*Attorneys for Defendant, Awesome Products, Inc.*

THE LAW OFFICES OF ROBERT  
MACKEY

Dated:

4/12/2024

By:

  
\_\_\_\_\_  
Robert Mackey, Esq.  
*Attorneys for Defendant, Awesome Products, Inc.*

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# EXHIBIT A