

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement”) is made
3 and entered into by and between James Cato Jr. (“Plaintiff”), individually, on behalf of all other similarly
4 situated employees, and on behalf of the State of California with respect to employees pursuant to the
5 Private Attorneys General Act of 2004 (“PAGA”), and Prism Maritime LLC (“Defendant”) (collectively,
6 Plaintiff and Defendant are referred to as the “Parties” and individually, they are referred to as “Party”).

7 This Settlement shall be binding on Plaintiff, Settlement Class Members (as defined herein), the
8 State of California with respect to PAGA Employees (as defined herein), and Defendant, subject to the
9 terms and conditions hereof and the approval of the Court.

10 **RECITALS**

11 1. On September 7, 2023, Plaintiff provided notice by electronic upload to the Labor and
12 Workforce Development Agency (“LWDA”) and written notice by certified mail to Defendant of his
13 intent to pursue civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) for
14 Defendant’s alleged violations of the California Labor Code (“PAGA Notice”). A true and correct copy
15 of the PAGA Notice is attached hereto as “**EXHIBIT B.**”

16 2. On May 5, 2022, Plaintiff filed a Class Action Complaint for Damages (“Complaint”),
17 thereby commencing a putative class action entitled *James Cato Jr. v. Prism Maritime LLC* in the Superior
18 Court of California for the County of San Diego, Case No. 37-2022-00017047-CU-OE-CTL (the
19 “Action”) against Defendant for alleged violations of the California Labor Code.

20 3. Plaintiff will file a First Amended Class Action Complaint for Damages and Enforcement
21 Under the PAGA, California Labor Code section 2698, *et seq.* (“First Amended Complaint”), thereby
22 adding a claim for civil penalties pursuant to the PAGA on behalf of the State of California in connection
23 with Plaintiff and allegedly aggrieved employees.

24 4. Defendant denies all material allegations set forth in the PAGA Notice, Complaint, and
25 First Amended Complaint (the “Operative Complaint”) in the Action and has asserted numerous
26 affirmative defenses in the case. Notwithstanding, in the interest of avoiding further litigation,
27 Defendant desires to fully and finally settle the Action, the Released Class Claims, and the Released
28 PAGA Claims.

1 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each
2 Class Member’s last known first and last name, mailing address, telephone number, Social Security
3 Number, start and end dates of employment as a non-exempt, hourly-paid employee of Defendant in
4 California during the Class Period, and such other information as is necessary for the Settlement
5 Administrator to calculate Workweeks and PAGA Pay Periods (as defined herein).

6 d. “Class Member(s)” or “Class” means all current and former non-exempt, hourly-
7 paid employees who were employed by Defendant in California at any time during the Class Period.
8 Defendant represents that the number of Class Members is approximately Two Hundred Thirty-Eight
9 (238) individuals, as of the date of mediation, December 16, 2024.

10 e. “Class Notice” means the Notice of Class Action and PAGA Settlement,
11 substantially in the form attached as “**Exhibit A.**”

12 f. “Class Period” means the time period from May 5, 2018 through February 14,
13 2025.

14 g. “Class Representative” or “Plaintiff” mean James Cato Jr.

15 h. “Class Settlement” means the settlement and resolution of all Released Class
16 Claims.

17 i. “Court” means the Superior Court of California for the County of San Diego.

18 j. “Defendant” means Prism Maritime LLC.

19 k. “Defendant’s Counsel” means Thomas S. Ingrassia, Esq. and Jessica C. O’Malley,
20 Esq. of Pettit Kohn Ingrassia Lutz & Dolin PC.

21 l. “Effective Date” means the later of (a) the last day on which any appeal might be
22 filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (b) the date
23 of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including
24 expiration of any time to seek reconsideration or further review.

25 m. “Employer Taxes” means Defendant’s share of taxes and contributions in
26 connection with the wages portion of the Individual Settlement Shares.

27 n. “Enhancement Payment” means the amount to be paid to Plaintiff in recognition
28 of his efforts and work in prosecuting the Action.

1 o. “Final Approval” means the determination by the Court that the Settlement is fair,
2 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

3 p. “Final Approval Hearing” means the hearing at which the Court will consider and
4 determine whether the Settlement should be granted Final Approval.

5 q. “Individual PAGA Payment(s)” means the *pro rata* share of the PAGA Employee
6 Amount that a PAGA Employee may be eligible to receive for the PAGA Settlement, to be calculated
7 in accordance with Paragraph 18.

8 r. “Individual Settlement Payment(s)” means the net payment of each Settlement
9 Class Member’s Individual Settlement Share, after reduction for Defendant’s share of taxes and
10 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
11 Paragraph 17.

12 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
13 Amount that a Class Member may be eligible to receive from the Class Settlement, to be calculated in
14 accordance with Paragraph 17.

15 t. “LWDA Payment” means the amount of Forty-Five Thousand Dollars and Zero
16 Cents (\$45,000.00), i.e., 75% of the PAGA Amount, to be paid to the LWDA for the PAGA Settlement,
17 as set forth in Paragraph 16.

18 u. “Maximum Settlement Amount” means the amount of Eight Hundred Thousand
19 Dollars and Zero Cents (\$800,000.00) to be paid by Defendant in full resolution of all Released Class
20 Claims, Released PAGA Claims, and the Action provided for under the Class Settlement and PAGA
21 Settlement, which includes all Attorneys’ Fees and Costs to be paid to Class Counsel, Enhancement
22 Payment to be paid to Plaintiff, PAGA Amount to be paid to the LWDA and PAGA Employees, Net
23 Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs to
24 be paid to the Settlement Administrator. The Maximum Settlement Amount may only increase pursuant
25 to the Escalator Clause detailed in Paragraph 37. The Maximum Settlement Amount does not include
26 Employer Taxes, which will be paid by Defendant, separately and in addition to the Maximum
27 Settlement Amount.

28 ///

1 v. “Net Settlement Amount” means the Maximum Settlement Amount less the Court-
2 approved Enhancement Payment, Settlement Administration Costs, PAGA Amount, and Attorneys’ Fees
3 and Costs.

4 w. “Objection” means a Class Member’s written objection to the Class Settlement,
5 which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full
6 name, signature, address, telephone number, and last four (4) digits of their Social Security Number; (c)
7 contain a written statement of all grounds for the objection accompanied by any legal and factual support
8 for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection
9 is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked
10 on or before the Response Deadline.

11 x. “Operative Complaint” means the First Amended Class Action Complaint for
12 Damages & Enforcement Under the Private Attorneys General Act, California Labor Code section 2698,
13 *et seq.* filed in the Action.

14 y. “PAGA Amount” means the allocation of Sixty Thousand Dollars and Zero Cents
15 (\$60,000.00) from the Maximum Settlement Amount as civil penalties pursuant to the PAGA for the
16 settlement and resolution of the Released PAGA Claims. Seventy-five percent (75%) of the PAGA
17 Amount, or \$45,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-
18 five percent (25%), or \$15,000, will be distributed to PAGA Employees (i.e., the PAGA Employee
19 Amount).

20 z. “PAGA Employees” means all current and former non-exempt, hourly-paid
21 employees who were employed by Defendant in California at any time during the PAGA Period.

22 aa. “PAGA Employee Amount” means the amount of Fifteen Thousand Dollars and
23 Zero Cents (\$15,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a
24 *pro rata* basis based on their PAGA Pay Periods during the PAGA Period.

25 bb. “PAGA Pay Periods” means the number of pay periods each PAGA Employee
26 was employed by Defendant as a non-exempt, hourly paid employee in California during the PAGA
27 Period, which will be calculated by the Settlement Administrator by totaling the number of pay periods
28 worked by each PAGA Employee using the PAGA Employee’s hire date and either (1) the PAGA

1 Employee’s date of separation of employment, for former employees, or (2) February 14, 2025, the end
2 of the PAGA Period, for current employees, with one day worked in a given pay period credited as a
3 pay period worked for the purposes of calculation.

4 cc. “PAGA Period” means the time period from September 7, 2022 through February
5 14, 2025.

6 dd. “PAGA Settlement” means the settlement and resolution of Released PAGA
7 Claims.

8 ee. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
9 Plaintiff or Defendant, individually.

10 ff. “Preliminary Approval” means entry of the Court order granting preliminary
11 approval of the Settlement.

12 gg. “Released Class Claims” means all claims under state, federal, or local law, arising
13 out of the claims expressly pleaded in the Action, including all claims made in the PAGA Notice,
14 Complaint, and Operative Complaint, and all other claims, such as those under the California Labor Code,
15 Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts
16 pled in the Action for: (1) failure to pay overtime wages under Labor Code sections 510, 1194, and 1198;
17 (2) failure to provide meal periods and/or pay meal period premiums under Labor Code sections 226.7
18 and 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code sections
19 226.7 and 512; (4) failure to pay minimum wages under Labor Code sections 1194, *et seq.*; (5) failure to
20 timely pay wages upon termination under Labor Code sections 201, 202, and 203; (6) failure to timely
21 pay wages during employment under Labor Code sections 204 and 210; (7) failure to provide accurate,
22 itemized wage statements under Labor Code section 226; (8) failure to keep requisite payroll records under
23 Labor Code section 1174(d); (9) failure to reimburse necessary business expenses under Labor Code
24 sections 2800 and 2802; and (10) violation of California’s unfair competition law under Business and
25 Professions Code sections 17200 *et seq.*

26 hh. “Released PAGA Claims” means all claims for civil penalties under the PAGA
27 based on the aforementioned claims and that were alleged in the PAGA Notice and Operative Complaint
28 or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and

1 Operative Complaint, arising during the PAGA Period, against any of the Released Parties, for
2 violations of the California Labor Code, including *inter alia* sections 201, 202, 203, 204, 210, 226, 226.7,
3 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and all associated statutes and
4 applicable Industrial Welfare Commission (“IWC”) Wage Orders for failure to pay all overtime wages
5 due; failure to provide compliant meal periods and associated premiums; failure to provide compliant
6 rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages
7 timely during employment; failure to pay all wages timely at the time of termination; failure to provide
8 complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records;
9 and failure to reimburse necessary business expenses.

10 ii. “Released Parties” means Prism Maritime LLC and any of its current, former,
11 and/or alleged parents, subsidiaries, affiliates, and any other entities that could be considered to have
12 jointly employed any members of the Class, as well as each of their owners, officers, directors, managers,
13 executives, partners, principals, shareholders, executive-level employees, agents, representatives,
14 insurers, attorneys, and any other predecessors, successors, assigns, or legal representatives.

15 jj. “Request for Exclusion” means a Class Member’s written letter indicating a
16 request to be excluded from the Class Settlement, which must: (a) contain the case name and number of
17 the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last
18 four (4) digits of their Social Security Number; (c) contain a clear written statement indicating that the
19 Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement
20 Administrator at the specified address, postmarked on or before the Response Deadline.

21 kk. “Response Deadline” means the deadline by which Class Members must submit
22 a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-
23 five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator,
24 unless the 45th day falls on a Sunday or Federal or California State holiday, in which case the Response
25 Deadline will be extended to the next day on which the U.S. Postal Service is open. In the event that a
26 Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be the
27 later of (a) the date that is fifteen (15) calendar days from the re-mailing of the Class Notice by the
28 Settlement Administrator or (b) the original Response Deadline.

1 LWDA; (d) Enhancement Payment to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f)
2 Settlement Administration Costs to itself (the Settlement Administrator). The Settlement Administrator
3 will also undertake filings and remittances in connection with the employee's share of taxes on the
4 wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary for
5 administration of the Settlement.

6 13. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose
7 attorneys' fees of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., up to
8 \$280,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation
9 and settlement of the Action, supported by a declaration, in an amount not to exceed Twenty-Five
10 Thousand Dollars (\$25,000.00), both of which will be paid from the Maximum Settlement Amount
11 subject to Court approval. These amounts will cover any and all work performed and any and all costs
12 incurred by Class Counsel in connection with the litigation and settlement of the Action, including
13 without limitation all work performed and costs incurred to date, and all work to be performed and all
14 costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any
15 objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and
16 legally responsible for correctly characterizing this compensation for tax purposes and for paying any
17 taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the
18 Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or
19 utilize other attorney fee deferral vehicles for Class Counsel, and any additional expenses for doing so
20 shall be paid separately by Class Counsel and shall not be included within the Settlement Administration
21 Costs or deducted from the Maximum Settlement Amount. Defendant and Defendant's Counsel shall
22 not be liable for any expenses associated with the purchase or use of any attorney fee deferral vehicles
23 for Class Counsel by the Settlement Administrator. Any portion of the requested Attorneys' Fees and
24 Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of
25 Settlement Class Members.

26 14. Enhancement Payment. In recognition of his efforts and work in prosecuting the Action,
27 Defendant agrees not to oppose or impede any application or motion for an Enhancement Payment to
28 Plaintiff in the amount of up to Ten Thousand Dollars (\$10,000.00). The Enhancement Payment, which

1 will be paid from the Maximum Settlement Amount, subject to Court approval, will be in addition to
2 any Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is eligible to
3 receive pursuant to the Settlement. The Settlement Administrator will issue an Internal Revenue Service
4 (“IRS”) Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally
5 responsible for correctly characterizing this compensation for tax purposes and for paying any and all
6 taxes on the amounts received. Should the Court not approve the Enhancement Payment to Plaintiff, or
7 approve it in an amount that is less than that set forth above, Plaintiff shall not have the right to revoke
8 this Settlement, and it will remain binding, and the difference between the amount approved by the
9 Court (if any) and the amount allocated toward the Enhancement Payment will be part of the Net
10 Settlement Amount for the benefit of Settlement Class Members.

11 15. Settlement Administration Costs. The Settlement Administrator will be paid for the
12 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
13 which is currently estimated not to exceed Seven Thousand, Eight Hundred Fifty Dollars (\$7,850).
14 These costs, which will be paid from the Maximum Settlement Amount, subject to Court approval, will
15 include, *inter alia*, translating the Class Notice to Spanish; printing, distributing, and tracking Class
16 Notices and other documents for the Settlement; calculating and distributing payments due under the
17 Settlement; issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings,
18 and remittances; providing necessary reports and declarations; and other duties and responsibilities set
19 forth herein to process this Settlement, and as requested by the Parties. To the extent the actual Settlement
20 Administration Costs are greater than the estimated amount stated herein, such excess amount will be
21 deducted from the Maximum Settlement Amount, subject to approval by the Court. Any portion of the
22 estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to
23 fulfill payment to the Settlement Administrator to undertake the requirement settlement administration
24 duties will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

25 16. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
26 Sixty Thousand Dollars and Zero Cents (\$60,000.00) from the Maximum Settlement Amount will be
27 allocated toward civil penalties under the PAGA (i.e., the PAGA Amount), of which seventy-five
28 percent (75%), or \$45,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five

1 percent (25%), or \$15,000.00, will be distributed to PAGA Employees (i.e., the PAGA Employee
2 Amount) on a *pro rata* basis, in proportion to their respective number of PAGA Pay Periods during the
3 PAGA Period (i.e., the Individual PAGA Payment).

4 17. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated
5 and apportioned from the Net Settlement Amount, on a *pro rata* basis, based on the Class Members’
6 respective number of Workweeks during the Class Period, as follows:

7 a. After Preliminary Approval of the Settlement is granted, the Settlement
8 Administrator will divide the estimated Net Settlement Amount by the Workweeks of all Class Members
9 during the Class Period to yield the “Estimated Workweek Value,” and multiply each Class Member’s
10 individual Workweeks during the Class Period by the Estimated Workweek Value to yield their
11 estimated Individual Settlement Share.

12 b. After Final Approval of the Settlement is granted, the Settlement Administrator
13 will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during
14 the Class Period to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s
15 individual Workweeks during the Class Period by the Final Workweek Value to yield their Individual
16 Settlement Share.

17 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated
18 and apportioned from the PAGA Employee Amount, on a *pro rata* basis, based on the PAGA
19 Employees’ respective number of PAGA Pay Periods during the PAGA Period as follows:

20 a. The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25%
21 of the PAGA Amount, by the total number of PAGA Pay Periods of all PAGA Employees during the
22 PAGA Period to yield the “PAGA Pay Period Value,” and multiply each PAGA Employee’s individual
23 PAGA Pay Periods during the PAGA Period by the PAGA Pay Period Value to yield their Individual
24 PAGA Payment.

25 19. Settlement Awards Do Not Trigger Additional Benefits. All payments made under this
26 Settlement shall be deemed to be paid to the payee solely in the year in which such payments are actually
27 issued to the payee. It is expressly understood and agreed that payments made under this Settlement
28 shall not in any way entitle Plaintiff, Settlement Class Members, or PAGA Employees to additional

1 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest,
2 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle
3 Plaintiff, Settlement Class Members, or PAGA Employees to any increased retirement, 401K benefits
4 or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the
5 Individual Settlement Payments and Individual PAGA Payments provided for in this Settlement are the
6 sole payments to be made by Defendant to the Settlement Class Members and PAGA Employees in
7 connection with this Settlement (notwithstanding any contrary language or agreement in any benefit or
8 compensation plan document that might have been in effect during the Class Period).

9 20. Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code
10 section 2699(1)(2), Class Counsel will submit a copy of this Settlement to the LWDA at the same time
11 that it is submitted to the Court for preliminary approval.

12 21. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary
13 Approval, Defendant will provide the Class List to the Settlement Administrator. The Class List
14 provided to the Settlement Administrator will remain confidential, will be used solely for the purpose
15 of administration of the Settlement, and will not be used or disclosed to anyone, except as required by
16 applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court.

17 22. Notice by First-Class U.S. Mail.

18 a. Within fourteen (14) calendar days after receiving the Class List from Defendant,
19 the Settlement Administrator will perform a search based on the United States Postal Service's National
20 Change of Address Database or any other similar services available, such as provided by Experian, for
21 information to update and correct for any known or identifiable address changes, and will mail a Class
22 Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement) to all Class
23 Members via first-class U.S. mail, using the most current known mailing addresses identified by the
24 Settlement Administrator.

25 b. With respect to Class Notices that are returned as undeliverable on or before the
26 Response Deadline, within five (5) calendar days, the Settlement Administrator will search for an
27 alternate address by way of skip-trace and re-mail the Class Notice to an alternate address, if one is
28 located.

1 c. Dispute Regarding Workweeks. The Class Notice will include the procedure by
2 which a Class Member may dispute the number of Workweeks and/or PAGA Pay Periods allocated to
3 them by submitting a timely and valid Workweeks Dispute. The date of the postmark on the return
4 mailing envelope will be the exclusive means to determine whether a dispute has been timely submitted.
5 Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number
6 of Workweeks and/or PAGA Pay Periods to be credited to a disputing Class Member, Defendant's
7 records will be presumed correct and determinative of the dispute. The Settlement Administrator will
8 evaluate the information and/or documents submitted by the Class Member, and the Settlement
9 Administrator will resolve and determine the number of Workweeks and/or PAGA Pay Periods that the
10 disputing Class Member should be credited with under the Settlement. The Settlement Administrator's
11 decision on such disputes will be final and non-appealable.

12 23. Settlement Checks.

13 a. The Settlement Administrator will be responsible for undertaking appropriate
14 deductions, completing required tax reporting, and issuing the Individual Settlement Payments by way
15 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
16 PAGA Employees in accordance with this Settlement. When issuing payments, the Settlement
17 Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one
18 check if the intended recipient for both payments is one individual.

19 b. The Settlement Administrator shall remit and report the applicable portions of the
20 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
21 Settlement. Defendant agrees to reasonably cooperate with the Settlement Administrator to the extent
22 necessary to determine the amount of the payroll tax payment required

23 c. Each Individual Settlement Payment check and Individual PAGA Payment check
24 will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original
25 issuance, and thereafter, shall be canceled. This Settlement shall be binding upon all Settlement Class
26 Members and PAGA Employees who do not cash their checks within the 180-day period.

27 d. If any Individual Settlement Payment checks or Individual PAGA Payment
28 checks are not cashed within ninety (90) calendar days after mailing, the Settlement Administrator shall

1 send a reminder postcard to Settlement Class Members and PAGA Employees whose checks remain
2 uncashed, advising that, unless their check is cashed by the last day of the one hundred and eighty (180)
3 day expiration deadline, it will expire and become non-negotiable.

4 e. In the event that any Individual Settlement Payment check or Individual PAGA
5 Payment check is returned to the Settlement Administrator within 180 days of mailing, the Settlement
6 Administrator will, within five (5) calendar days of receipt of the returned check, perform a skip trace
7 to locate the individual, and if a new address is located by these means, the Settlement Administrator
8 will have ten (10) calendar days to re-issue the check. Neither Defendant, Defendant’s Counsel, Class
9 Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen checks,
10 forged signatures on checks, or unauthorized negotiation of checks. Without limiting the foregoing, in
11 the event that a Settlement Class Member and/or PAGA Employee notifies the Settlement Administrator
12 that they believe that their check has been lost or stolen, the Settlement Administrator shall immediately
13 stop payment on such check. If the check in question has not been cashed prior to the stop payment
14 order, the Settlement Administrator will issue a replacement check.

15 f. All funds remaining in connection with, and after, the cancelation of checks
16 issued to Settlement Class Members and PAGA Employees, shall be paid to the San Diego County Bar
17 Foundation (“SDCBF” and “Proposed *Cy Pres* Recipient”). The Proposed *Cy Pres* Recipient is the
18 charitable arm of the San Diego County Bar Association (“SDCBA”) that funds a diverse pro bono
19 program designed to address a wide range of legal issues impacting the San Diego community, including
20 aiding the working poor with legal representation and bolstering educational initiatives about legal rights
21 and responsibilities. The Proposed *Cy Pres* Recipient is a nonprofit organization that “support[s] projects
22 that will benefit the class or similarly situated persons, . . . promote[s] the law consistent with the
23 objectives and purposes of the underlying cause[s] of action, . . . [and] provid[es] civil legal services to
24 the indigent.” (Cal. Civ. Proc. § 384(b).) The Parties and their counsel do not have any interests in the
25 Proposed *Cy Pres* Recipient or involvement within the governance or work of the Proposed *Cy Pres*
26 Recipient. Should the Court reject the SDCBF as a viable *cy pres* recipient, the Parties agree to select
27 and propose an alternate *cy pres* recipient (“Alternate *Cy Pres* Recipient”) that is an entity that the
28 Parties and their counsel do not have any interest in or involvement in the entity’s governance or work.

1 Payment to the Proposed *Cy Pres* Recipient or Alternative *Cy Pres* Recipient shall be made after the Court
2 enters an order approving the Parties' stipulation to amend the judgment, which Parties shall prepare and
3 file in accordance with California Code of Civil Procedure sections 384.5, *et seq.*

4 g. The Settlement Administrator shall undertake amended and/or supplemental tax
5 filings and reporting, as required under applicable local, state, and federal tax laws, that are necessitated
6 due to the cancelation of any Individual Settlement Payment or Individual PAGA Payment checks.
7 Settlement Class Members whose Individual Settlement Payment checks are canceled shall,
8 nevertheless, be bound by this Settlement and the Final Approval Order, and Judgment will have claim
9 preclusive impact with respect to them and all Settlement Class Members with respect to the Class
10 Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the PAGA
11 Employees with respect to the PAGA Settlement regardless of whether their Individual PAGA Payment
12 checks are canceled.

13 24. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member
14 wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion
15 to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark
16 on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
17 has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
18 Defendant's Counsel the number of timely and valid Requests for Exclusion that were submitted and
19 the identify of the individuals who submitted them in a declaration that is to be filed with the Court at
20 least seven (7) calendar days in advance of the Final Approval Hearing. Any Class Member who
21 submits a timely and valid Request for Exclusion is prohibited from making any objection to the Class
22 Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound
23 by the Class Settlement and will not be issued an Individual Settlement Payment. All PAGA Employees
24 will be bound by the PAGA Settlement and will be issued an Individual PAGA Payment, regardless of
25 whether they submit a Request for Exclusion.

26 25. Procedures for Objecting to the Class Settlement. Class Members who have not opted
27 out of the Class Settlement (i.e., Settlement Class Members) may object to the Class Settlement. To
28 object to the Class Settlement, Settlement Class Members must submit a timely and complete Objection

1 to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must be
2 signed by the Settlement Class Member and contain all information required by Paragraph 8w. The
3 postmark date will be deemed the exclusive means for determining whether an Objection is timely. At
4 no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
5 object to the Settlement or appeal from the Final Approval Order and Judgment. Settlement Class
6 Members may also object orally at the Final Approval Hearing, regardless of whether they submit a
7 written Objection. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
8 Counsel the Objections that were timely submitted and attach them as exhibits to a declaration that is to
9 be filed with the Court at least seven (7) calendar days in advance of the Final Approval Hearing.

10 26. Reports by the Settlement Administrator Regarding Settlement Administration. The
11 Settlement Administrator will provide Defendant's Counsel and Class Counsel with a weekly report
12 which certifies: (a) the number of Class Members who have submitted Workweeks Disputes; (b) the
13 number of Class Members who have submitted timely and valid Requests for Exclusion; (c) the number
14 of Class Members who have submitted timely and complete Objections; (d) the number of undeliverable
15 Class Notices; and (e) the number of re-mailed Class Notices. Additionally, the Settlement
16 Administrator will provide to counsel for both Parties any updated reports regarding the administration
17 of the Settlement as needed or requested, and will immediately notify the Parties when it receives a
18 request from an individual or any other entity regarding inclusion in the Class and/or Settlement.

19 27. Certification of Completion. Upon completion of administration of the Settlement, the
20 Settlement Administrator will provide a written declaration under oath to certify such completion to the
21 Court and counsel for all Parties.

22 28. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
23 Individual Settlement Share will be allocated as follows: ten percent (10%) wages and ninety percent
24 (90%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on
25 an IRS Form W-2, and the portions allocated to penalties, interest, and non-wage damages will be
26 reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will
27 withhold the employee's share of taxes and withholdings with respect to the wages portion of the
28 Individual Settlement Shares, and will issue checks to Settlement Class Members for their Individual

1 Settlement Payments (i.e., payment of their Individual Settlement Share net of their respective taxes and
2 withholdings). Each Individual PAGA Payment will be allocated as one hundred percent (100%)
3 penalties and will be reported on an IRS Form-1099 by the Settlement Administrator.

4 29. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
5 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class
6 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
7 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes,
8 contributions, and withholdings to the appropriate government authorities.

9 30. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
10 intend anything contained in this Settlement, the Class Notice, or any other communications to Class
11 Members or PAGA Employees regarding the Settlement to constitute advice regarding taxes or
12 taxability, nor shall anything in this Settlement, the Class Notice, or any other communication regarding
13 the Settlement be relied on as such. Plaintiff, Settlement Class Members, and PAGA Employees
14 understand and agree that they will be solely responsible for correctly characterizing any compensation
15 received by them under the Settlement on their personal income tax returns and paying any and all taxes
16 due for any and all amounts paid to them under the Settlement.

17 31. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT (FOR PURPOSES
18 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
19 SETTLEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
20 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT, AND NO
21 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
22 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
23 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED
24 UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
25 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
26 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT
27 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
28 WITH THIS SETTLEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT BASED UPON

1 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
2 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
3 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
4 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
5 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
6 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
7 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
8 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
9 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
10 BY THIS SETTLEMENT.

11 32. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
12 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
13 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
14 of action, or right herein released and discharged.

15 33. Releases of Claims.

16 a. Class Settlement Release. Upon the Effective Date and full funding of the
17 Maximum Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid
18 Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever
19 released, settled, compromised, relinquished, and discharged the Released Parties of and from all
20 Released Class Claims.

21 b. PAGA Settlement Release. Upon the Effective Date and full funding of the
22 Maximum Settlement Amount, Plaintiff, the State of California with respect to the PAGA Employees,
23 and the PAGA Employees will be deemed to have fully, finally, and forever released, settled,
24 compromised, relinquished, and discharged the Released Parties of and from all Released PAGA Claims
25 pertaining to Plaintiff and the PAGA Employees.

26 c. General Release of Claims by Plaintiff. In addition to the above releases of claims,
27 upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff will be deemed
28 to have fully released and discharged the Released Parties of and from all claims arising from his

1 employment with Defendant, separation of employment from Defendant, and any acts that have or could
2 have been asserted in any legal action or proceeding against Defendant, whether known or unknown,
3 arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the
4 California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil
5 Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California
6 Corporations Code, California Business and Professions Code, California Fair Employment and Housing
7 Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination,
8 harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation,
9 emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and
10 costs, arising on or before the date of execution of the Settlement. With respect to those claims released
11 by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits
12 available under California Civil Code section 1542, which provides:

13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
14 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
15 HER FAVOR AT THE TIME OF 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.

16 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
17 known or believed by Plaintiff to exist may hereafter be discovered. It is Plaintiff's intention to settle
18 fully and release all claims Plaintiff now has against the Released Parties, whether known or unknown,
19 suspected or unsuspected, upon the Effective Date and full funding of the Maximum Settlement Amount.
20 Notwithstanding the above, this general release by Plaintiff shall not extend to claims for workers'
21 compensation benefits, claims for unemployment benefits, or other claims that may not be released by
22 law.

23 34. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

24 Upon execution of this Settlement, Plaintiff shall promptly obtain a hearing date for Plaintiff's motion
25 for preliminary approval of the Settlement, and shall submit this Settlement to the Court in support
26 thereof. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent
27 with this Settlement. Said motion shall request the Court for the entry of an order ("Preliminary
28 Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- 1 a. Conditionally certifying the Class for settlement purposes only;
- 2 b. Granting Preliminary Approval of the Settlement;
- 3 c. Preliminarily appointing Plaintiff as representative of the Class;
- 4 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 5 e. Approving, as to form and content, the mutually agreed upon and proposed Class
- 6 Notice and directing its mailing to the Class by U.S. Mail;
- 7 f. Approving the manner and method for Class Members to request exclusion from
- 8 or object to the Class Settlement as contained herein and within the Class Notice; and
- 9 g. Scheduling a Final Approval Hearing at which the Court will determine whether
- 10 the Settlement should be finally approved as fair, reasonable, and adequate.

11 35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
12 the Response Deadline, and with the Court’s permission, a hearing will be conducted on Plaintiff’s
13 motion for final approval of the Settlement (i.e., the Final Approval Hearing) to determine whether Final
14 Approval of the Settlement should be granted, along with the amounts properly payable for the
15 Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Attorneys’ Fees and
16 Costs, Enhancement Payment, and Settlement Administration Costs. By way of said motion, Plaintiff
17 will request the entry of the mutually agreed upon proposed order and judgment (“Final Approval Order
18 and Judgment”), which will provide for, in substantial part, the following:

- 19 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
- 20 consummation of its terms and provisions;
- 21 b. Certification of the Settlement Class;
- 22 c. Appointment of Plaintiff as representative of the Settlement Class;
- 23 d. Appointment of Class Counsel as counsel for the Settlement Class;
- 24 e. Approval of the application for Attorneys’ Fees and Costs to Class Counsel;
- 25 f. Approval of the application for Enhancement Payment to Plaintiff;
- 26 g. Directing Defendant to fund all amounts due under the Settlement and ordered by
- 27 the Court; and

28 ///

1 h. Entering judgment in the Action, while maintaining continuing jurisdiction to
2 implement the Settlement, in conformity with California Rules of Court Rule 3.769, California Civil
3 Procedure section 664.6, and the Settlement.

4 36. Effects of Termination of the Settlement. In the event that the Settlement is not approved
5 by the Court, such a development shall have the following effects:

6 a. The Settlement and all negotiations, statements, and proceedings relating thereto
7 shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective
8 positions in the Action prior to the execution of the Settlement;

9 b. Neither this Settlement, nor any ancillary documents, actions, statements, or filings
10 in furtherance of the Settlement (including all matters associated with the mediation) shall be offered into
11 evidence in the Action or any other action for any purpose whatsoever; and

12 c. Any documents generated to bring the Settlement into effect will be null and void,
13 and any order entered by the Court in furtherance of this Settlement will likewise be treated as void
14 from the beginning.

15 37. Escalator Clause. Defendant represents that, during the period from May 5, 2018 through
16 December 16, 2024, there are 21,016 Workweeks for the Class Members. If it is determined that the
17 total number of Workweeks exceeds 21,016 by more than ten percent (10%) (i.e. exceeds 23,118) during
18 the period from May 5, 2018 through February 14, 2025, at Defendant’s option either: (a) the Maximum
19 Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number
20 of Workweeks above 23,118 Workweeks (e.g., if the threshold of 23,118 Workweeks is exceeded by
21 1%, the Maximum Settlement Amount will increase by 1%), or (b) the Class Period will end as of the
22 date the ten percent (10%) threshold was reached (i.e., the date on which the Workweeks total reached
23 23,118) and such date shall be referred to as the “Alternate Class Period End Date.” In the event that
24 Defendant chooses to end the Class Period on the Alternative Class Period End Date, the PAGA Period
25 will also end on the Alternate Class Period End Date (and such date shall be referred to as the “Alternate
26 PAGA Period End Date”).

27 38. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
28 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section

1 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
2 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
3 judgment matters as may be appropriate under court rules or as set forth in this Settlement.

4 39. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
5 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
6 Any exhibits to this Settlement are an integral part of the Settlement.

7 40. Limitation on Publicity. Plaintiff and Class Counsel agree not to issue press releases or
8 engage in any publicity regarding the Settlement, except as shall be contractually required to effectuate
9 the terms of the Settlement and respond to inquiries received from Class Members and PAGA
10 Employees. However, for the limited purpose of allowing Class Counsel to prove their experience and
11 adequacy as class counsel in other actions, Class Counsel may reference the Settlement in the Action
12 for such purposes. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures and
13 submissions required to be made to the LWDA in conformity with the PAGA.

14 41. Entire Agreement. This Settlement and any attached exhibits constitute the entirety of
15 the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be
16 deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and
17 California Code of Civil Procedure section 1856(a), as well as any other provisions of state or federal
18 law which provide that a written agreement is to be construed according to its terms and may not be
19 varied or contradicted by extrinsic evidence. The Parties agree that no such extrinsic oral or written
20 representations or terms will modify, vary, or contradict the terms of this Settlement. This Settlement
21 contains the entire agreement between the Parties relating to the settlement and transaction contemplated
22 hereby, and all prior or contemporaneous agreements, understandings, representations, and statements,
23 whether oral or written, and whether by a Party or such Party's legal counsel, are merged herein.

24 42. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
25 Action (including, but not limited to, the deadline to bring the Action to trial under California Code of
26 Civil Procedure section 583.310), except such proceedings necessary to implement and complete the
27 Settlement, pending the Final Approval Hearing to be conducted by the Court.

28 ///

1 43. Amendment and Waiver. The Parties may not waive, amend, or modify any provision of
2 this Settlement except by written agreement signed by counsel for the Parties, and subject to any
3 necessary Court approval. A waiver or amendment of any provision of this Settlement will not
4 constitute a waiver of any other provision.

5 44. Authorization to Enter into Settlement. Counsel for all Parties warrant and represent they
6 are expressly authorized by the Parties whom they represent to negotiate this Settlement, to take all
7 appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement to
8 effectuate its terms, and to execute any other documents required to effectuate the terms of this
9 Settlement. The Parties warrant that they understand and have full authority to enter into this Settlement,
10 intend that this Settlement will be fully enforceable and binding on all Parties, and agree that this
11 Settlement will be admissible and subject to disclosure in any proceeding to enforce its terms,
12 notwithstanding any mediation confidentiality provisions that otherwise might apply under state or
13 federal law.

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

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

21 47. California Law Governs. All terms of this Settlement and attached exhibits hereto will
22 be governed by and interpreted according to the laws of the State of California.

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

27 49. Acknowledgment that the Settlement is Fair, Adequate, and Reasonable. The Parties
28 believe this Settlement is a fair, adequate, and reasonable settlement of the Action, Released Class

1 Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations
2 and in the context of adversarial litigation, taking into account all relevant factors, present and potential.
3 The Parties further acknowledge that they are each represented by competent counsel and that they have
4 had an opportunity to consult with their counsel regarding the fairness and reasonableness of this
5 Settlement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator may
6 execute a declaration supporting the Settlement and the reasonableness of the Settlement, and the Court
7 may, in its discretion, contact the Mediator to discuss the Settlement and whether the Settlement is
8 objectively fair and reasonable.

9 50. Invalidity of Any Provision. Before declaring any provision of this Settlement invalid,
10 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
11 with applicable precedents so as to find all provisions of this Settlement valid and enforceable.

12 51. Cooperation. By signing this Settlement, the Parties are hereby bound by the terms herein
13 and agree to fully cooperate to implement the Settlement.

14 52. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
15 that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In
16 entering into this Settlement, Defendant does not admit, and specifically denies, that it has violated any
17 state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute
18 or any other applicable laws, regulations, or legal requirements; breached any contract; violated or
19 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
20 conduct with respect to its employees. Neither this Settlement and any of its terms or provisions, nor
21 any of the negotiations connected with the Settlement, shall be construed as an admission or concession
22 by Defendant of any such violations or failures to comply with any applicable law. Except as necessary
23 in a proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions shall
24 not be offered as evidence in any action or proceeding to establish any liability or admission on the part
25 of Defendant or to establish the existence of any condition constituting a violation of, or a non-
26 compliance with, state, federal, local, or other applicable law.

27 ///

28 ///

1 53. Captions. The captions and paragraph numbers in this Settlement are inserted for the
2 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
3 provisions of this Settlement.

4 54. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
5 conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against
6 one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of
7 the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all
8 Parties have contributed equally to the preparation of this Settlement.

9 55. Representation by Counsel. The Parties acknowledge that they have been represented by
10 counsel throughout all negotiations that preceded the execution of this Settlement, that this Settlement
11 has been executed with the consent and advice of counsel, and that it was reviewed in full by the Parties
12 with the assistance of their respective counsel.

13 56. All Terms Subject to Final Court Approval. All amounts and procedures described in
14 this Settlement herein will be subject to final Court approval.

15 57. Notices. All notices, demands, and other communications to be provided concerning this
16 Settlement shall be in writing and delivered by overnight mail at the addresses set forth below, or such
17 other addresses as either Party may designate in writing from time to time:

18 To Plaintiff and Class Counsel:

19 Arby Aiwazian, Esq.
20 Joanna Ghosh, Esq.
21 Ryan Slinger, Esq.
22 **LAWYERS for JUSTICE, PC**
23 450 North Brand Blvd., Suite 900
24 Glendale, California 91203

18 To Defendant:

19 Thomas S. Ingrassia, Esq.
20 Jessica C. O'Malley, Esq.
21 **PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**
22 11622 El Camino Real, Suite 300
23 San Diego, California 92130

24 58. Final Approval Order and Judgment. The Parties shall provide the Settlement
25 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court.
26 The Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty
27 (60) calendar days, and this shall satisfy California Rules of Court Rule 3.771(b). No individualized
28 notice of the Final Approval Order and Judgment to the Class will be required.

///

1 59. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
2 cooperate with each other in good faith and use their best efforts to implement the Settlement, including
3 but not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of
4 this Settlement. If the Parties are unable to reach an agreement on the form or content of any document
5 needed to implement the Settlement, or on any supplemental provisions that may become necessary to
6 effectuate the terms of this Settlement, the Parties may seek the assistance of the Mediator, and then, if
7 necessary, the Court, to resolve such disagreement.

8 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
9 Stipulation of Class and PAGA Settlement and Release between Plaintiff and Defendant:

10 **IT IS SO AGREED.**

11 **PLAINTIFF JAMES CATO JR.**


12 Dated: 08/11/2025, 2025

13 Electronically Signed 2025-08-11 22:16:18 UTC - 107.122.81.197
James Cato Jr.
Nintex AssureSign® 42084954-41d9-4ba1-b070-b33301662430

14 James Cato Jr., Plaintiff

15 **DEFENDANT PRISM MARITIME LLC**


16 Dated: 08/11/25, 2025

17 
Full Name: Jason Couse
Title: CFO
On behalf of Prism Maritime LLC

18 **APPROVED AS TO FORM:**


19 **LAWYERS for JUSTICE, PC**

20 Dated: August 11, 2025

21 
Arby Aiwazian
Joanna Ghosh
Ryan Slinger
Attorneys for Plaintiff and Proposed Class Counsel

22 **PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**

23 Dated: August 28, 2025

24 
Thomas S. Ingrassia, Esq.
Jessica C. O'Malley, Esq.
Attorneys for Defendant Prism Maritime LLC