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12 Attorneys for Plaintiff SAMMY LANDIN
on behalf of himself and similarly situated employees
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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 IN AND FOR THE COUNTY OF SAN JOAQUIN

17 SAMMY LANDIN, an individual, on behalf of
himself and on behalf of all persons similarly
18 situated,

19 Plaintiffs,

20 vs.

21 1ST LIGHT ENERGY INC., a Corporation; and
DOES 1 through 50, Inclusive,
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23 Defendants.
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CASE NO. STK-CV-UOE-2020-9700

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND RELEASE
BETWEEN PLAINTIFF, ON BEHALF OF
HIMSELF AND ALL OTHERS
SIMILARLY SITUATED, AND
DEFENDANT**

Action Filed: November 19, 2020

Trial Date: June 26, 2023

1 This Joint Stipulation of Settlement and Release (hereinafter “Stipulation of Settlement”
2 or “Settlement”) is made and entered into by and between Plaintiff SAMMY LANDIN
3 (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated,
4 1ST LIGHT ENERGY INC (“Defendant”). This Stipulation of Settlement shall be binding on
5 Plaintiff and those persons Plaintiff seeks to represent, and on Defendant and the Released Parties,
6 subject to the terms and conditions hereof and the Court’s approval. The Settlement contemplated
7 by this Stipulation of Settlement is sometimes hereinafter referred to as the “Settlement.”

8 THE PARTIES STIPULATE AND AGREE as follows:

9 1. Plaintiff and Defendant are collectively referred to herein as “the Parties.” On
10 November 19, 2020, Plaintiff Sammy Landin filed a complaint, Case number STK-CV-UOE-
11 2020-9700 in San Joaquin County Superior Court on behalf of himself and all other non-exempt
12 employees who worked for Defendant 1st Light Energy, Inc. in California during the four years
13 prior to the filing of the complaint. Defendant filed an answer to the complaint denying all material
14 allegations and asserting affirmative defenses.

15 2. Plaintiff’s complaint alleges causes of action for violation of California Labor
16 Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 1197.1, 2802, 2698 *et. seq.* and
17 California Business and Professions Codes section 17200, *et seq.*, failure to pay minimum wages
18 for all hours worked, failure to pay overtime wages, failure to provide meal periods, failure to
19 provide rest periods, failure to provide accurate wage statements, wages not timely paid, failure
20 to reimburse business expenses, and PAGA, on behalf of himself and members of the Class from
21 November 20, 2016 through trial. Plaintiff’s complaint seeks recovery of alleged damages,
22 penalties, interest, and attorneys’ fees and costs. Plaintiff also alleged an individual claim of
23 wrongful termination. Defendant filed an answer to the Complaint denying all claims, denying
24 that Plaintiff and the Class Members are entitled to any recovery, and asserting affirmative
25 defenses in response to Plaintiff’s claims. The term “Action” means this putative class action
26 pending in San Joaquin County Superior Court. The class period is from November 19, 2016
27 through the date the Court preliminarily approves the Settlement (“Class Period”).

1 3. Plaintiff has not filed a motion for class certification in this action, nor has a date
2 been set by the Court for the filing of such a motion.

3 4. This Action has been actively litigated. There have been on-going investigations,
4 and there has been an exchange of extensive documentation and information.

5 5. For purposes of this Settlement, the “Settlement Class” or “Class Members” shall
6 consist of all current and former non-exempt employees of Defendant employed in California for
7 the period from November 19, 2016 through preliminary approval of the Settlement (the
8 “Settlement Class” or the “Class Members”). The Settlement Class shall not include any person
9 who previously settled or released any of the claims covered by this Settlement, or any person who
10 previously was paid or received awards through civil or administrative actions for the claims
11 covered by this Settlement.

12 6. Solely for purpose of settling this case, the Parties stipulate and agree that the
13 requisites for establishing class certification with respect to the Settlement Class have been met
14 and are met. More specifically, the Parties stipulate and agree that:

15 a. The Settlement Class is ascertainable and so numerous as to make it
16 impracticable to join all Class Members.

17 b. There are common questions of law and fact including, but not limited to,
18 the following:

19 i. Whether Defendant complied with applicable laws affecting
20 Plaintiff and the Settlement Class under the California Labor Code and the Wage Orders of the
21 California Industrial Welfare Commission; and

22 ii. Whether Plaintiff and the Settlement Class are entitled to alleged
23 penalties, interest, and attorneys’ fees and costs.

24 c. Plaintiff believes Plaintiff’s claims are typical of the claims of the members
25 of the Settlement Class.

26 d. Plaintiff believes Plaintiff will fairly and adequately protect the interests of
27 the Settlement Class, and that Plaintiff’s counsel Timothy B. Del Castillo and Kent L. Bradbury
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1 of Castle Law: California Employment Counsel, PC, and Norman B. Blumenthal, Kyle R.
2 Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP
3 should be “Class Counsel,” and will fairly and adequately protect the interests of the Settlement
4 Class.

5 e. Plaintiff believes the prosecution of separate actions by individual members
6 of the Settlement Class would create the risk of inconsistent or varying adjudications, which would
7 establish incompatible standards of conduct.

8 f. With respect to the Settlement Class, Plaintiff believes that questions of law
9 and fact common to the members of the Settlement Class predominate over any questions affecting
10 any individual member in such Class, and a class action is superior to other available means for
11 the fair and efficient adjudication of the controversy.

12 8. Defendant denies any liability or wrongdoing of any kind whatsoever associated
13 with the claims alleged in the Action, and further denies that, for any purpose other than settling
14 this Action, this Action is appropriate for class or representative treatment. With respect to
15 Plaintiff’s claims, Defendant contends, among other things, that they have complied with all
16 applicable state, federal and local laws affecting Plaintiff and the Settlement Class.

17 9. It is the desire of the Parties to fully, finally and forever settle, compromise and
18 discharge all disputes and claims arising from or related to the Action. To achieve a full and
19 complete release of Defendant, each Class Member acknowledges that this Stipulation of
20 Settlement is intended to include in its effect all claims under state, federal and local law that were
21 or could have been asserted based on the facts and allegations made in the Action, and any
22 amendments thereto.

23 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
24 full and complete settlement and release of all claims arising from the allegations of this class
25 action case, which release includes in its effect (i) Defendant; (ii) each of Defendant’s past, present,
26 and future direct and indirect parents; (iii) the respective past, present, and future direct and indirect
27 subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders,
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1 directors, officers, agents, employees, attorneys, insurers, members, partners, managers,
2 contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, insurers,
3 transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual
4 or entity which could be jointly liable with any of the foregoing. The groups described in this
5 paragraph 10(i)-(v) are collectively referred to as the “Released Parties”.

6 11. Counsel for the Settlement Class have conducted a thorough investigation into the
7 facts of this Action, and have diligently pursued an investigation of Class Members’ claims against
8 Defendant. Based on their own independent investigation and evaluation, Class Counsel are of
9 the opinion that the Settlement with Defendant for the consideration and on the terms set forth in
10 this Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of the
11 Settlement Class in light of all known facts and circumstances, including the risk of significant
12 delay, the risk the Settlement Class will not be certified by the Court, defenses asserted by
13 Defendant and numerous potential appellate issues. Defendant and Defendant’s counsel also agree
14 that the Settlement is fair and in the best interest of the Parties.

15 12. The Parties agree to cooperate and to take all steps necessary and appropriate to
16 consummate this Settlement and for entry of judgment in accordance with this Stipulation of
17 Settlement.

18 13. This Settlement requires Defendant to pay Settlement Awards (defined below)
19 according to a specified formula to each Settlement Class Member who fails to submit a timely
20 and valid Request for Exclusion as specified in this Settlement (“Participating Class Member”) as
21 well as to each Settlement Class Member who was employed during the PAGA Period (April 15,
22 2019 through the date of Preliminary Approval), regardless of whether or not that Class Member
23 timely excluded him/herself from the Settlement. The maximum settlement amount is
24 \$275,000.00, to be paid over a two-year period, including the Settlement Awards, Class Counsel’s
25 attorneys’ fees, Class Counsel’s litigation expenses and costs, the enhancement award to the class
26 representative, employer payroll taxes for the wage portion of the settlement awards, \$25,000
27 allocated to penalties under the California Private Attorneys General Act (“PAGA”) with \$18,750
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1 (three-quarters) paid to the California Labor and Workforce Development Agency (“LWDA”) and
2 \$6,250 (one-fourth, referred to herein as the “PAGA Settlement Amount”) paid to the Settlement
3 Class as described below, and settlement administration expenses (“maximum total liability”). It
4 is understood and agreed that Defendant’s maximum total liability under the Settlement shall not
5 exceed \$275,000.00. It is further understood and agreed that Defendant shall have no obligation
6 to pay any person, entity, or organization more than the amount of the maximum total liability
7 under the Settlement.

8 TERMS OF SETTLEMENT

9 14. NOW THEREFORE, in consideration of the mutual covenants, promises and
10 agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

11 a. It is agreed by and among Plaintiff and Defendant that this Action and any
12 claims, damages or causes of action arising out of the disputes which are the subject of this Action,
13 be settled and compromised as between the Settlement Class and Defendant, subject to the terms
14 and conditions set forth in this Stipulation of Settlement and the approval of the Court.

15 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
16 shall become effective (“Effective Date”) when all of the following events have occurred: (i) this
17 Stipulation of Settlement has been executed by all Parties and by counsel for the Class and
18 Defendant; (ii) the Court has given preliminary approval to the Settlement; (iii) the notice has been
19 given to the Settlement Class, providing them with an opportunity to participate, object, or to opt
20 out of the Settlement; (iv) the Court has held a formal fairness hearing and entered a final order
21 and judgment certifying the Settlement Class and finally approving this Stipulation of Settlement;
22 and (v) only in the event there are written objections submitted prior to the formal fairness hearing
23 which are not later withdrawn, the later of the following events: when the period for filing any
24 appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal,
25 writ or other appellate proceeding having been filed; or any appeal, writ or other appellate
26 proceeding opposing the Settlement has been dismissed finally and conclusively with no right to
27 pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the
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1 Court's final order with no right to pursue further remedies or relief. In this regard, it is the
2 intention of the Parties that the Settlement shall not become effective until the Court's order
3 approving the Settlement is completely final, and there is no further recourse by an appellant or
4 objector who seeks to contest the Settlement. It is further agreed by the Parties that this Settlement
5 will not become effective if Defendant, contrary to Paragraph 13 above, is required to pay more
6 than the total amount of its maximum total liability under the Settlement as set forth in Paragraph
7 13 under any circumstances. It is further agreed by and between the Parties that this Settlement
8 shall not become effective, and Defendant shall not have any obligation (monetary or otherwise)
9 under the terms of this Settlement, unless and until any objections, writs and/or appeals, and any
10 rights of appeal with respect to any objections or the judgment, have been finally exhausted and
11 resolved upholding the terms of this Settlement.

12 c. Maximum Settlement Amount, Net Settlement Amount and PAGA
13 Settlement Amount: To implement the terms of this Settlement, Defendant agrees to pay
14 \$275,000.00 ("Maximum Settlement Amount") over a two year period starting from preliminary
15 approval of the settlement. The Settlement Amount will be paid as follows: one-half within one
16 year of the date of preliminary approval and the remaining half within two years of the date of
17 preliminary approval. The Parties agree the Maximum Settlement Amount will be fully paid out,
18 with no residue returning to Defendant. At no time shall Defendant have the obligation to
19 segregate the funds comprising the Maximum Settlement Amount, and Defendant shall retain
20 exclusive authority over, and the responsibility for, those funds subject to the disbursement of
21 funds necessary to effectuate the Settlement. All Settlement Awards paid to Class Members, the
22 attorneys' fees and costs to Class Counsel, the enhancement award to the Class Representative,
23 the fees and expenses of the Settlement Administrator, the employer payroll taxes, the payment to
24 the LWDA pursuant to PAGA, and any other payments provided by this Settlement, shall be paid
25 out of the Maximum Settlement Amount. The Net Settlement Amount, shall be calculated by
26 deducting all Class Counsel's attorneys' fees, Class Counsel's litigation expenses, the
27 enhancement award, employer payroll taxes for the wage portion of the settlement awards, \$25,000

1 attributable to PAGA penalties (the “PAGA Settlement Amount”), and settlement administration
2 expenses from the Maximum Settlement Amount (“Net Settlement Amount”). Class Members
3 shall not be required to submit claim forms to participate in the Settlement; all Participating Class
4 Members will be mailed settlement award checks, as will all non-Participating Class Members
5 who were employed during the PAGA Period.

6 i. Class Size: Defendant represented to Plaintiff on September 3, 2021
7 that the putative class consisted of approximately 231 individuals and 9,462 pay periods . If the
8 number of pay periods increased by more than 10% by the date of preliminary approval,
9 Defendants shall have the option of: 1) selecting a new end date for the release that limits the
10 number of pay periods to no more than 110% of 9,462; or 2) increasing the Net Settlement Amount
11 proportionally (for any amount over 10%). Should Defendants not select either of those options,
12 Plaintiff shall have the option to cancel the settlement agreement.

13 ii. Settlement Awards to Participating Class Members: Settlement
14 Awards to Participating Class Members will be determined based on the number of pay periods
15 worked in California in a non-exempt position by the Class Members during the Class Period based
16 on information to be provided by Defendant. Defendant’s pay period data will be presumed to be
17 correct, unless a particular Class Member proves otherwise to the Settlement Administrator by
18 credible written evidence. All pay period disputes will be resolved and decided by the Settlement
19 Administrator, and the Settlement Administrator’s decision on all workweek disputes will be final
20 and non-appealable. The amount to be paid per pay period to Participating Class Members will be
21 calculated by the Settlement Administrator by dividing the Net Settlement Amount by the number
22 of pay periods worked by Participating Class Members. In addition, each Participating Class
23 Member will get a payment from the Private Attorneys General Act Allocation. Any person who
24 opts out of the Settlement is not a Participating Class Member, and is ineligible to object to the
25 Settlement.

26 iii. Private Attorneys General Act Allocation: The Parties have agreed
27 to allocate \$25,000 of the Maximum Settlement Amount to penalties under the California Private
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1 Attorneys General Act (“PAGA”). Seventy-five percent (75%) of this amount, or in other words
2 \$18,750, will be paid to the Labor and Workforce Development Agency (“LWDA”) of the State
3 of California, and the remaining balance of \$6,250 will be distributed to Class Members who
4 worked for Defendants during the PAGA Period based on the pro-rata share of workweeks worked
5 by each Class Member during the PAGA Period. Notwithstanding the submission of a timely and
6 proper request for exclusion, Class Members who were employed by Defendant during the PAGA
7 Period will still be bound by the settlement and release of the PAGA Claims or remedies under the
8 Final Judgment pursuant to *Arias v. Superior Court*, 46 Cal.4th 868 (2009) as requests for
9 exclusion do not apply to the PAGA Claims (and hence will receive a payment from the PAGA
10 Settlement Amount).

11 iv. Allocation of Settlement Awards: The Parties have agreed, based
12 on the allegations in the Action, that individual Settlement Awards payable to Participating Class
13 Members from the Net Settlement Amount will be allocated as follows: (1) one-third will be
14 allocated to alleged unpaid wages for which IRS Forms W-2 will issue; (2) one-third will be
15 allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue; and (3) one-
16 third will be allocated to alleged unreimbursed business expenses, and alleged unpaid interest for
17 which IRS Forms 1099-MISC will issue. Payments made to Class Members from the PAGA
18 Settlement Amount shall be allocated entirely to unpaid penalties for which IRS Forms 1099-
19 MISC will issue.

20 v. Settlement Awards Do Not Trigger Additional Benefits: All
21 Settlement Awards to Class Members shall be deemed to be income to such Class Members solely
22 in the year in which such awards actually are received by the Class Members. It is expressly
23 understood and agreed that the receipt of such Settlement Awards will not entitle any Class
24 Member to additional compensation or benefits under any company bonus, contest or other
25 compensation or benefit plan or agreement in place during the period covered by the Settlement,
26 nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching
27 benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement
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1 Awards provided for in this Agreement are the sole payments to be made by Defendant to the
2 Class Members in connection with this Settlement, and that the Class Members are not entitled to
3 any new or additional compensation or benefits as a result of having received the Settlement
4 Awards (notwithstanding any contrary language or agreement in any benefit or compensation plan
5 document that might have been in effect during the period covered by this Settlement).

6 vi. Attorneys' Fees and Litigation Costs: Subject to Court approval or
7 modification, Defendant further agrees not to oppose Class Counsel's application for attorneys'
8 fees and litigation costs as set forth in Paragraph 16 below.

9 vii. Class Representative: The Parties agree to the designation of
10 Plaintiff as the "Class Representative." Subject to Court approval, Defendant agrees not to oppose
11 Plaintiff's request for an Enhancement Award of up to \$15,000. The Enhancement Award is in
12 addition to any claimed individual Settlement Award to which Plaintiff is entitled. The
13 Enhancement Award is to be part of, and to be deducted from, the Maximum Settlement Amount.
14 The Settlement Administrator will issue an IRS Form 1099-MISC for the Enhancement Award to
15 the Plaintiff for his service as the Class Representative, and Plaintiff will be responsible for
16 correctly characterizing this compensation for tax purposes and for paying any taxes on the
17 amounts received. Should the Court approve an Enhancement Award to the Class Representative
18 in an amount less than that set forth above, the difference between the lesser amount approved by
19 the Court and the Enhancement Award set forth above shall be added to the Net Settlement
20 Amount.

21 viii. Settlement Administrator: The Settlement Administrator will be
22 ILYM, or such other settlement administrator as may be mutually agreeable to the Parties and
23 approved by the Court. All administration expenses shall be paid out of the Maximum Settlement
24 Amount.

25 ix. Mailing of Settlement Awards: The Settlement Administrator will
26 cause the Settlement Awards to be mailed to the Class Members within 45 calendar days after the
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1 Effective Date of the Settlement (defined above in Paragraph 14) and the receipt of both settlement
2 payments.

3 x. Class Notice: For each Class Member, there will be pre-printed
4 information on the Notice of Pendency of Class Action and Proposed Settlement (“Class Notice”),
5 based on Defendant’s records, stating the number of pay periods worked as Class Member during
6 the Class Period, along with each Class Member’s estimated Settlement Award amount, assuming
7 all Class Members participate and the final number of weeks worked is the same as existed at the
8 time of mailing the Class Notice. The pre-printed information based on Defendant’s records shall
9 be presumed to be correct unless written proof to the contrary is provided to the Settlement
10 Administrator. A Class Member may challenge the pre-printed information on the Class Notice
11 as to the weeks worked during the Class Period by submitting written evidence to the Settlement
12 Administrator. All disputes regarding weeks worked will be resolved and decided by the
13 Settlement Administrator, and the Settlement Administrator’s decision on all disputes will be final
14 and binding.

15 d. Enhancement Award to Plaintiff for Plaintiff’s Service as Class
16 Representative: The Settlement Administrator will pay the Enhancement Award approved by the
17 Court to Plaintiff within 45 calendar days after the Effective Date of the Settlement (defined above
18 in Paragraph 14) and the receipt of the first settlement payment.

19 e. Right to Rescission: If more than ten percent (10%) of the Settlement Class
20 opts out of the Settlement Class by submitting valid and timely Requests for Exclusion as set forth
21 in the Class Notice, Defendant shall have the right (but need not) in their sole discretion to rescind
22 and void the Settlement, before final approval by the Court, by providing written notice to Class
23 Counsel at least fourteen (14) calendar days following the opt out deadline, provided the
24 Settlement Administrator has previously furnished Defendant with the number and percentage of
25 valid and timely Requests for Exclusion. If Defendant exercises this option, Defendant shall pay
26 all Settlement Administrator’s costs incurred through such date.

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SETTLEMENT ADMINISTRATION

15. The Parties have agreed to the appointment of ILYM to perform the customary duties of Settlement Administrator; provided, however, the Parties shall have the right to select or substitute a different Settlement Administrator by mutual agreement and approval by the Court. The Settlement Administrator will mail the Class Notice to all Class Members. The Settlement Administrator will independently review Defendant’s data as to the number of pay periods worked during the Class Period, and will calculate the amounts due to Class Members in accordance with this Stipulation of Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The Settlement Administrator shall be granted reasonable access to Defendant’s records to perform its duties. At the request of Defendant, and upon receipt of both settlement payments from Defendant, the Settlement Administrator will issue and send out Settlement Award checks to Class Members. Tax treatment of the Settlement Awards will be as set forth herein. All disputes relating to the Settlement Administrator’s performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have been fully carried out.

ATTORNEYS’ FEES AND LITIGATION COSTS

16. In consideration for settling this Action, in exchange for the release of claims by the Settlement Class, and subject to final approval or modification by the Court, Defendant agrees not to oppose Class Counsel’s application for attorneys’ fees not to exceed 33.3333 percent of the Maximum Settlement Amount, or in other words up to \$91,657.50, and attorneys’ costs not to exceed \$30,000, from the Maximum Settlement Amount. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Stipulation of Settlement, the administration of the Settlement, and obtaining the final judgment. Should Class Counsel request lesser amounts, or should the Court approve lesser amounts for attorneys’ fees

1 and litigation costs, the difference between the lesser amounts and the maximum amounts set forth
2 above shall be added to the Net Settlement Amount.

3 17. The attorneys' fees and litigation costs approved by the Court shall be paid to Class
4 Counsel within 45 calendar days after the Effective Date of the Settlement (defined above in
5 Paragraph 14) and the receipt of the first settlement payment.

6 NOTICE TO THE PLAINTIFF CLASS

7 18. Class Notice and as approved by the Court, shall be sent by the Settlement
8 Administrator to the Class Members by first class mail. Any returned envelopes from this mailing
9 with forwarding addresses will be used by the Settlement Administrator to forward the Notice to
10 the Class Members.

11 a. Within 21 calendar days of preliminary approval of this Settlement by the
12 Court, Defendant shall provide to the Settlement Administrator a spreadsheet of the Class
13 Members' names, last-known addresses, last-known telephone numbers, Social Security numbers
14 ("Class Member Information"), and pay period data. The Class Members' contact information
15 and Social Security numbers will be used only by the Settlement Administrator for the sole purpose
16 of effectuating the Settlement, and will not be provided to Class Counsel at any time or in any
17 form. To the extent Class Counsel possesses or comes to possess the Class Members' contact
18 information and/or Social Security numbers, Class Counsel shall return all such information
19 (including copies and data or information derived therefrom) within five (5) days, shall not retain
20 copies of such information, and shall not maintain or use such information for any purpose. The
21 spreadsheet provided for above, shall be based on Defendant's payroll and other business records
22 and in a format acceptable to the Settlement Administrator. Within 45 calendar days of preliminary
23 approval of this Settlement, the Settlement Administrator will mail the Class Notice to Class
24 Members.

25 b. Notices returned to the Settlement Administrator as non-delivered during
26 the 45 calendar day period for objecting to the Settlement, or disputing the weeks worked during
27 the Class Period, shall be resent to the forwarding address, if any, on the returned envelope. If
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1 there is no forwarding address, the Settlement Administrator will do a check of the Class Members'
2 addresses against those on file with the U.S. Postal Service's National Change of Address List and
3 will skip-trace return mail and re-mail within three (3) calendar days of receipt using the Class
4 Member's social security number; this search will be performed only once per Class Member by
5 the Settlement Administrator. Upon completion of these steps by the Settlement Administrator,
6 Defendant and the Settlement Administrator shall be deemed to have satisfied their obligations to
7 provide the Class Notice to the affected member of the Settlement Class. The affected member of
8 the Settlement Class shall remain a member of the Settlement Class and shall be bound by all the
9 terms of the Stipulation of Settlement and the Court's Order and Final Judgment.

10 c. The Class Notice shall also identify the procedures for opting out of or
11 objecting to the Settlement.

12 e. Class Counsel shall provide to the Court, at least 16 court days before the
13 final fairness hearing, an initial declaration by the Settlement Administrator of due diligence and
14 proof of mailing with regard to the mailing of the Class Notice.

15 SETTLEMENT AWARDS

16 19. Settlement Awards shall remain valid and negotiable for one hundred eighty (180)
17 calendar days from the date of their issuance; upon the deadline to cash the Settlement Awards,
18 the checks will automatically be cancelled by the Settlement Administrator if not cashed by the
19 Class Member within that time, and the Class Member's claim will remain released by the
20 Settlement. The Settlement Awards provided to Class Members shall prominently state the
21 expiration date or a statement that the checks will expire in one hundred eighty (180) days, or
22 alternatively, such a statement may be made in a letter accompanying the check. Expired
23 Settlement Awards will not be reissued, except for good cause and as mutually agreed by the
24 Parties in writing. The Settlement Administrator will send one reminder notice to all Class
25 Members who have not cashed the settlement award check 30 days prior to the deadline. Any
26 residue from uncashed Settlement Awards after the expiration date will be paid out to Legal
27 Services of Northern California, a non-profit 501(c)(3) organization that provides civil legal
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1 services to the indigent, as the *cy pres* recipients pursuant to Code of Civil Procedure Section
2 384, subject to Court approval. Upon completion of its calculation of payments, the Settlement
3 Administrator shall provide Defendant with a report listing the amount of all payments to be made
4 to each Class Member. The Settlement Administrator shall disburse the payment in accordance
5 with Paragraph 14. The Settlement Administrator will be responsible for making appropriate
6 deductions, calculating and reporting the employer payroll taxes on the Settlement Awards,
7 paying to Class Counsel any Court-approved attorneys' fees and litigation costs, paying to the
8 Class Representative any Court-approved Enhancement Award, paying the LWDA seventy-five
9 percent (75%) of the amount allocated for PAGA penalties above, meeting tax reporting
10 obligations, and for issuing the individual Settlement Awards to Class Members. Proof of
11 payment will be filed with the Court and provided to Class Counsel and Defendant's Counsel
12 within one hundred twenty (120) calendar days from the and the receipt of both settlement
13 payments..

14 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

15 20. Opting Out of the Settlement. For those Class Members who do not wish to
16 participate in the Settlement, such Class Members may exclude themselves (i.e., opt out) by
17 submitting a timely written request to the Settlement Administrator. The written request ("Request
18 for Exclusion") should state that he/she has received the Class Notice, decided not to participate
19 in the Settlement, and words to the effect that he/she desires to be excluded from the Settlement.
20 The Request for Exclusion must also state the individual's full name, address, last four digits of
21 Social Security Number, and telephone number. The Request for Exclusion must be signed, dated
22 and mailed by First Class U.S. Mail, or the equivalent, to the Settlement Administrator. All
23 Requests for Exclusion must be postmarked and mailed to the Settlement Administrator no later
24 than 30 calendar days after the Settlement Administrator mails the Notice to the Class Members.
25 Any individual who submits a Request for Exclusion will not be allowed to object to the terms of
26 the Settlement. If a Settlement Class Member submits both an objection and a valid and timely
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1 request for exclusion, the request for exclusion will override the objection, and the objection shall
2 therefore be ignored.

3 21. Objecting to the Settlement. Any Participating Class Member that wishes to object
4 to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement may
5 provide to the Settlement Administrator (who shall forward it to Class Counsel and counsel for
6 Defendant), a timely statement of objection. To be timely, an objection must be mailed to the
7 Settlement Administrator, and postmarked no later than 30 calendar days after the Settlement
8 Administrator mailed the Notice to the Class Members. The date of the postmark on the return-
9 mailing envelope shall be the exclusive means used to determine whether an objection has been
10 timely submitted. An objection must contain at least the following: (i) the objector's full name,
11 address, telephone, last four digits of Social Security Number, and signature; (ii) a clear reference
12 to the Lawsuit; (iii) a statement of the specific legal and factual basis for each objection argument;
13 and (iv) a statement whether the objecting person intends to appear at the Final Approval Hearing,
14 either in person or through counsel and, if through counsel, a statement identifying that counsel by
15 name, bar number, address and telephone number. All objections shall be signed by the objecting
16 Participating Class Member, even if the Participating Class Member is represented by counsel.
17 The right to object to the proposed Settlement must be exercised individually by a Participating
18 Class Member. Attempted collective, group, class or subclass objections shall be ineffective and
19 disregarded. If the Court rejects the objection, the Participating Class Member will be bound by
20 the terms of the Settlement.

21 RELEASE BY THE CLASS

22 22. Effective upon the date of final approval by the Court of this Stipulation of
23 Settlement, and except as to such rights or claims as may be created by this Stipulation of
24 Settlement, each Participating Class Member fully releases and discharges the Released Parties
25 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
26 attorneys' fees, damages, action or causes of action of any nature under any state, federal or local
27 law that were or could have been asserted based on the facts and allegations made in the Action,
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1 and any amendments thereto, as to the Class Members, including without limitation, California
2 Labor Code sections 200, 201, 202, 203, 204, 210, 213, 216, 218.5, 225.5, 226, 226.3, 226.7, 256,
3 500, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*,
4 2802, California Industrial Commission Wage Orders, the Fair Labor Standards Act, and Business
5 and Professions Code sections 17200, *et seq.*, and including all claims for or related to alleged
6 unpaid wages, minimum wages, overtime or double time wages, regular rate of pay, off-the-clock
7 work, timely payment of wages during employment and at separation, meal periods and meal
8 period premiums, rest periods and rest period premiums, wage statements, business expense
9 reimbursement, failure to pay additional 401(k) benefits and/or deferred compensation benefits
10 and/or matching benefits for payments received under the Settlement, unfair competition, unfair
11 business practices, unlawful business practices, fraudulent business practices, conversion, class
12 actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief,
13 accounting, liquidated damages, penalties of any nature (including but not limited to civil
14 penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other
15 claims and allegations alleged in the Action, from November 20, 2016, through the date the Court
16 finally approves the Settlement (collectively “Participating Class Members’ Released Claims”).

17 23. Subject to Court approval, all Settlement Class Members who worked one or more
18 shifts within the PAGA Period shall be deemed to have released any claim for civil penalties under
19 PAGA arising as a result of the Released Parties’ alleged violation of California Labor Code
20 sections 200, 201, 202, 203, 204, 210, 213, 216, 218.5, 225.5, 226, 226.3, 226.7, 256, 500, 510,
21 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, and California
22 Industrial Commission Wage Orders, with regard to all pay period during which the Settlement
23 Class Member worked one or more shifts in California during the PAGA Period.

24 24. Effective upon the date of final approval by the Court of this Stipulation of
25 Settlement, Plaintiff fully releases and discharges the Released Parties from any and all past,
26 present, and future claims, actions, demands, causes of action, suits, debts, obligations, damages,
27 rights or liabilities, of any nature and description whatsoever, known or unknown, existing or
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1 potential, recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery
2 (including but not limited to those based in contract or tort, common law or equity, federal, state,
3 or local law, statute, ordinance, or regulation), and for claims for compensatory, consequential,
4 punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs or
5 disbursements, against the Released Parties, including unknown claims covered by California Civil
6 Code section 1542, as quoted below, by Plaintiff, arising during the period from the beginning of
7 the Plaintiff's first interaction with any Defendant to the date on which the Court enters the order
8 of Final Approval of this Settlement, for any type of relief that can be released as a matter of law,
9 including, without limitation, claims for wages, damages, unpaid costs, penalties (including civil
10 and waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees,
11 litigation costs, restitution, or injunctive, declaratory or equitable relief with the exception of any
12 claims which cannot be released as a matter of law. Plaintiff generally releases all known and
13 unknown claims against the Released Parties, and waives the application of section 1542 of the
14 California Civil Code, which provides as follows: "A general release does not extend to claims
15 which the creditor or releasing party does not know or suspect to exist in his or her favor at the
16 time of executing the release and that if known by him or her, would have materially affected his
17 or her settlement with the debtor or released party." The claims released pursuant to this paragraph
18 include but are not limited to the Participating Class Members' Released Claims, as well as any
19 other claims under any provision of the Fair Labor Standards Act, the California Labor Code, the
20 California Code of Regulations, or any applicable California Industrial Welfare Commission Wage
21 Order(s), and claims under state or federal discrimination statutes, including, without limitation
22 the California Fair Employment and Housing Act, California Government Code section 12940 et
23 seq.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 et
24 seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; and all of
25 their implementing regulations and interpretive guidelines.

26 25. In addition, the Class Representative and each Settlement Class Member is forever
27 barred and enjoined from instituting or accepting damages or obtaining relief against the Released
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1 Parties for any period from November 20, 2016 through the date the Court finally approves the
2 Settlement, relating to claims that individual has released pursuant to Paragraphs 22-24.

3 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

4 26. Plaintiff shall promptly submit this Stipulation of Settlement to the San Joaquin
5 County Superior Court in support of Plaintiff's Motion for Preliminary Approval and
6 determination by the Court as to its fairness, adequacy and reasonableness; Plaintiff agrees to
7 provide Defendant the opportunity to review, and to seriously consider Defendant's comments
8 before filing, Plaintiff's Motion for Preliminary Approval. Promptly upon execution of this
9 Stipulation of Settlement, Plaintiff shall apply to the Court for the entry of an order preliminarily
10 approving the Settlement.

11 a. Scheduling a fairness hearing on the question of whether the proposed
12 Settlement, including payment of attorneys' fees and litigation costs, costs of administration and
13 the Class Representative's Enhancement Award should be finally approved as fair, reasonable and
14 adequate as to the members of the Settlement Class;

15 b. Certifying a Settlement Class, Plaintiff Sammy Landin as the Class
16 Representative, and Timothy B. Del Castillo and Kent L. Bradbury of Castle Law: California
17 Employment Counsel, PC, and Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit
18 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel;

19 c. Approving as to form and content the proposed Class Notice;

20 d. Approving the manner and method for Class Members to request exclusion
21 from the Settlement as contained herein and within the Class Notice;

22 e. Directing the mailing of the Class Notice by first class mail to the Class
23 Members; and

24 f. Preliminarily approving the Settlement subject only to the objections of
25 Class Members and final review by the Court; and

26 g. Enjoining Plaintiff and all Class Members from filing or prosecuting any
27 other cases, claims, suits or administrative proceedings (including filing claims with the Division
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1 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding
2 the Released Claims unless and until such Class Members have filed valid Requests for Exclusion
3 with the Settlement Administrator.

4 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

5 27. Upon the Effective Date of the Settlement provided for in this Stipulation of
6 Settlement, Class Counsel will return to Defendant or delete all company and employee
7 documents, lists, and electronic data in all forms and formats (originals and copies). Plaintiff
8 agrees to provide Defendant the opportunity to review, and to seriously consider Defendant's
9 comments before filing, Plaintiff's Motion for Final Approval of Class Action Settlement.

10 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable
11 and adequate, and directing consummation of its terms and provisions;

12 b. Approving Class Counsel's application for an award of attorneys' fees and
13 litigation costs;

14 c. Approving the Enhancement Award to the Class Representative; and

15 d. Entering judgment in accordance with California Rules of Court, Rule
16 3.769(h), with prejudice, and permanently barring and enjoining all members of the Settlement
17 Class from prosecuting against any Released Parties any individual or class or collective claims
18 released herein, upon satisfaction of all payments and obligations hereunder.

19 PARTIES' AUTHORITY

20 28. The signatories hereto hereby represent that they are fully authorized to enter into
21 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

22 MUTUAL FULL COOPERATION

23 29. To effectuate the terms of the Settlement, the Parties agree all formal and informal
24 discovery shall be stayed pending Court approval of the Settlement.

25 30. The Parties agree to fully cooperate with each other to accomplish the terms of this
26 Stipulation of Settlement, including, but not limited to, execution of such documents and taking
27 such other action as reasonably may be necessary to implement the terms of this Stipulation of
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1 Settlement. The Parties shall use their best efforts, including all efforts contemplated by this
2 Stipulation of Settlement and any other efforts that may become necessary by order of the Court,
3 or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon
4 as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the
5 assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the
6 Court's final approval of this Stipulation of Settlement.

7 31. The Parties and their respective counsel agree that they will not attempt to
8 encourage Class Members to file Requests for Exclusion.

9 NO PRIOR ASSIGNMENTS

10 32. The Parties and their counsel represent, covenant and warrant that they have not
11 directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
12 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
13 action or right herein released and discharged except as set forth herein.

14 NO ADMISSION

15 33. Nothing contained herein, nor the consummation of this Stipulation of Settlement,
16 is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on
17 the part of Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement
18 solely with the intention to avoid further disputes and litigation with the attendant inconvenience
19 and expenses.

20 ENFORCEMENT ACTIONS

21 34. The Parties agree that the San Joaquin County Superior Court shall retain
22 jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil Procedure
23 Section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes
24 any legal action or other proceeding against any other Party or Parties to enforce the provisions of
25 this Stipulation of Settlement or to declare rights or obligations under this Stipulation of
26 Settlement, the successful party or Parties shall be entitled to recover from the unsuccessful Party
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1 or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees incurred in
2 connection with any enforcement actions.

3 NOTICES

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

8 **To Plaintiff and the Settlement Class:**

9 Timothy B. Del Castillo, Esq.
10 Kent L. Bradbury, Esq.
11 CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
12 2999 Douglas Blvd., Suite 180
13 Roseville, CA 95661

14 **To Defendant:**

15 Joel Van Parys, Esq.
16 Dalia Khatib, Esq.
17 CDF Labor Law LLP
18 900 University Ave, Suite 200
19 Sacramento, CA 95825

20 NO PUBLIC COMMENT

21 36. The Class Representative and Class Counsel will not make any public disclosure of
22 the Settlement, except thorough the public filings to preliminarily and finally approve the
23 Settlement; the Parties will use their best efforts to reach agreement on all Court filings.
24 Notwithstanding the foregoing, the Class Representative and Class Counsel may, in response to a
25 communication initiated by the media, direct the inquiring media member to the public records of
26 the Action on file with the Court. Class Counsel will take all steps necessary to ensure that the
27 Class Representative is aware of the restriction against any public disclosure of the Settlement.
28 This provision does not prevent Class Counsel from communicating with any Class Members who
may contact Class Counsel, or their own attorneys or tax advisors.

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CONSTRUCTION

37. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

38. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

39. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

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

BINDING ON ASSIGNS

41. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties and the Released Parties hereto, and their respective heirs, trustees, executors, administrators, successors and assigns.

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CLASS MEMBER SIGNATORIES

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

COUNTERPARTS

43. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint Stipulation of Settlement as of the date(s) set forth below:

Plaintiff and Class Representative

Dated: Jan 25, 2023


Sammy landin (Jan 25, 2023 17:09 PST)

SAMMY LANDIN

Defendant

1st LIGHT ENERGY, INC.

Dated: _____

APPROVED AS TO FORM:

Dated: January 25, 2023

Castle Law: California Employment Counsel, PC

By: 

TIMOTHY B. DEL CASTILLO

1 CLASS MEMBER SIGNATORIES

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

7 COUNTERPARTS

8 43. This Stipulation of Settlement may be executed in counterparts and by facsimile
9 signatures, and when each party has signed and delivered at least one such counterpart, each
10 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken
11 together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon
12 and effective as to all Parties.

13 IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint
14 Stipulation of Settlement as of the date(s) set forth below:

15 **Plaintiff and Class Representative**

16
17 Dated: _____
18 SAMMY LANDIN

19 **Defendant**

20 1st LIGHT ENERGY, INC.

21
22 Dated: 02/14/2023
23 
Justin K Krum

24 **APPROVED AS TO FORM:**

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26 Dated: January __, 2023 Castle Law: California Employment Counsel, PC

27 By: _____
28 TIMOTHY B. DEL CASTILLO

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KENT L. BRADBURY
Attorneys for Plaintiff SAMMY LANDIN

Dated: January 26, 2023

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

By:



Kyle Nordrehaug
Attorneys for Plaintiff SAMMY LANDIN

Dated: January ____, 2023

CDF LABOR LAW LLP

By: _____

JOEL VAN PARYS
DALIA KHATIB
Attorneys for Defendants
1st LIGHT ENERGY, INC

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KENT L. BRADBURY
Attorneys for Plaintiff SAMMY LANDIN

Dated: January __, 2023

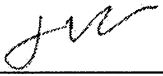
**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

By: _____

Attorneys for Plaintiff SAMMY LANDIN

Dated: January 25, 2023

CDF LABOR LAW LLP

By:  _____

JOEL VAN PARYS
DALIA KHATIB
Attorneys for Defendants
1st LIGHT ENERGY, INC