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

21 RICARDO CAMPOS HERNANDEZ,  
22 individually, and on behalf of all others similarly  
23 situated,

*Plaintiff,*

v.

25 ADAMS IRON CO., INC., a California  
26 corporation; and DOES 1 through 10, inclusive,

*Defendant.*

Case No.: 30-2019-01066522-CU-OE-CXC

CLASS ACTION

[Hon. Peter Wilson, Dept. CX102]

**STIPULATION OF SETTLEMENT**

Complaint filed: April 26, 2019  
Trial date: Not set

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1 This Stipulation of Settlement is made by and between the Named Plaintiff, RICARDO  
2 CAMPOS HERNANDEZ (“Plaintiff”), on his own behalf and on behalf of all members of the  
3 Settlement Class, as defined below, and Defendant ADAMS IRON CO., INC. (“Defendant,”  
4 and together with Plaintiff, the “Parties”), in the lawsuit entitled *Ricardo Campos Hernandez v.*  
5 *Adams Iron Co., Inc.*, filed in Orange County Superior Court, Case No. 30-2019-01066522-CU-  
6 OE-CXC. This Stipulation of Settlement resolves all claims that were asserted or could have  
7 been asserted against Defendant pertaining to the claims in the Litigation.

8 **I. DEFINITIONS**

9 **A. Administrative Costs.** All administrative costs of settlement, including cost of  
10 notice to the Settlement Class, claims administration, and any fees and costs incurred or charged by  
11 the Settlement Administrator in connection with the execution of its duties under this Stipulation of  
12 Settlement.

13 **B. Agreement.** The terms “Agreement” or “Settlement Agreement” are used  
14 synonymously herein to mean this Stipulation of Settlement.

15 **C. Class Counsel.** The term “Class Counsel” as used herein means: WILSHIRE LAW  
16 FIRM, PLC and all the lawyers of the firm acting on behalf of Named Plaintiff and the Settlement  
17 Class. The term Class Counsel shall be used synonymously with the term Plaintiff’s Counsel.

18 **D. Court.** The term “Court” as used herein means the Superior Court of the State of  
19 California for the County of Orange.

20 **E. Final.** The term “Final” means: (1) the date of final affirmation of the Final Approval  
21 Order from any appeal, the expiration of the time for, or the denial of, a petition to review the Final  
22 Approval Order, or if review is granted, the date of final affirmation of the Final Approval Order  
23 following review pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final  
24 Approval Order or the final dismissal of any proceeding to review the Final Approval Order,  
25 provided that the Final Approval Order is affirmed and/or not reversed in any part; or (3) if no appeal  
26 is filed, the expiration date of the time for the filing or noticing of any appeal from the Court’s Final  
27 Approval Order, as determined under Rule 8.104(a)(3) of the California Rules of Court.

28 **F. Date of Final Approval.** The terms “Date of Final Approval” or “Final Approval

1 Order” as used herein mean the final formal judgment entered by the Court at the Final Fairness and  
2 Approval Hearing in accordance with the terms herein, approving this Agreement.

3 **G. Defendant.** The term “Defendant” as used herein means ADAMS IRON CO., INC.,  
4 a California corporation.

5 **H. Employer Taxes.** Employer-funded taxes and contributions imposed on the wage  
6 portions of the Settlement Payment under the Federal Insurance Contributions Act, the Federal  
7 Unemployment Tax Act, and any similar state taxes and contributions required of employers, such  
8 as for unemployment insurance.

9 **I. Litigation.** The term “Litigation” as used herein means the action entitled filed in  
10 Orange County Superior Court, Case No. 30-2019-01066522-CU-OE-CXC.

11 **J. Named Plaintiff.** The term “Named Plaintiff” as used herein means Ricardo Campos  
12 Hernandez.

13 **K. Net Settlement Fund.** The term “Net Settlement Amount” or “Net Settlement Fund”  
14 as used herein means the Settlement Amount minus any award of attorneys’ fees and Litigation costs,  
15 Administrative Costs, enhancement to the Named Plaintiff, and penalties recoverable pursuant to  
16 California’s Private Attorney General Act (“PAGA”) (the “PAGA Settlement”), and as provided in  
17 Sections VIII, XIII, XIV, XV, and XVI, respectively.

18 **L. Net Settlement Payments.** The term “Net Settlement Payment(s)” shall include  
19 payments made to the Settlement Class as part of the Settlement, including wages, penalties and  
20 interest.

21 **M. Settlement.** The term “Settlement” as used herein means this Agreement to resolve  
22 the Litigation.

23 **N. Settlement Administrator.** The term “Settlement Administrator” as used herein  
24 means ILYM Group, Inc., which will be responsible for the administration of the Settlement Amount,  
25 as defined below, and all related matters.

26 **O. Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” are  
27 used synonymously herein to mean this Stipulation of Settlement.

28 **P. Settlement Amount.** The terms “Settlement Amount” as used herein means the sum

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1 of Six Hundred and Thirty Thousand Dollars and Zero Cents (\$750,000.00), which shall be paid by  
2 Defendant, and from which all Net Settlement Payments, Court-approved attorneys’ fees and  
3 Litigation costs pursuant to Section XIII, Administrative Costs pursuant to Section VIII,  
4 enhancement to Named Plaintiff pursuant to Section XIV, statutory penalties, interest, and PAGA  
5 Settlement pursuant to Section XVI shall be paid, except as provided herein.

6 **Q. Settlement Class.** For settlement purposes only, the Parties agree to the certification  
7 of a class pursuant to California *Code of Civil Procedure* § 382 defined as:

8 All persons who worked for any Defendant in California as an hourly-paid or  
9 non-exempt employee during the Settlement Period (together, collectively  
10 referred to as the "Class Members").

11 **R. Settlement Period.** The term “Settlement Period” as used herein means the  
12 period from April 26, 2015 through November 24, 2020.

13 **II. BACKGROUND**

14 **A.** In the Litigation, the Named Plaintiff alleges, *inter alia*, on behalf of himself and all  
15 others similarly situated, that Defendant violated California state wage and hour laws, the California  
16 *Business and Professions Code* Section 17200 *et seq.*, and PAGA, as a result of Defendant’s  
17 California wage and hour policies and practices. Specifically, Plaintiff alleges that Defendant failed  
18 to pay its employees at or above the applicable minimum wage rates, failed to provide regular,  
19 overtime, and double time pay, failed to pay all wages earned due to time rounding, failed to provide  
20 meal breaks (including first and second meal breaks), failed to authorize and permit legally compliant  
21 rest breaks each day based on the hours worked by each employee, and failed to provide  
22 reimbursements for all necessary business-related expenses incurred by the class members. Plaintiff  
23 further alleged that the aforementioned resulted in the employees receiving inaccurate wage  
24 statements, and the underpayment of wages to employees upon termination and/or resignation.

25 Class Counsel conducted informal discovery concerning the claims set forth in the Litigation,  
26 such as a sample of class member timekeeping and payroll records, Defendant’s policies and  
27 procedures concerning the payment of wages, the provision of meal and rest breaks, issuance of  
28 wage statements, and providing all wages at separation, as well as information regarding the number

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1 of putative class members and the mix of current versus former employees, the wage rates in effect,  
2 and the amount of meal and rest period premium wages paid to class members.

3 **B.** Named Plaintiff and Class Counsel have engaged in good faith, arms-length  
4 negotiations with Defendant concerning possible settlement of the claims asserted in the Litigation.  
5 The Parties participated in a full day of mediation before Kelly A. Knight, Esq., a well-respected  
6 wage and hour class action mediator, that resulted in a tentative settlement of the Litigation, subject  
7 to the approval of the Court, and finalization of a formal Stipulation of Settlement. The Parties have  
8 engaged in extensive negotiations about the terms and conditions of the Settlement at the mediation  
9 and subsequent thereto. The Parties have now formalized the Settlement Agreement for submission  
10 to the Court for preliminary and Final Approval.

11 **C.** Class Counsel has conducted an investigation of the law and facts relating to the  
12 claims asserted in the Litigation and has concluded, taking into account the sharply contested issues  
13 involved, the defenses asserted by Defendant, the expense and time necessary to pursue the Litigation  
14 through trial and any appeals, the risks and costs of further prosecution of the Litigation, the risk of  
15 an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be  
16 received by the Named Plaintiff and the members of the Settlement Class pursuant to this Agreement,  
17 that a settlement with Defendant on the terms and conditions set forth herein is fair, reasonable,  
18 adequate, and in the best interests of the Settlement Class. Named Plaintiff, on his own behalf and  
19 on behalf of the Settlement Class, has agreed to settle the Litigation with Defendant on the terms set  
20 forth herein.

21 **D.** Defendant has concluded that, because of the substantial expense of defending against  
22 the Litigation, the length of time necessary to resolve the issues presented herein, the inconvenience  
23 involved, and the concomitant disruption to its business operations, it is in Defendant's best interests  
24 to accept the terms of this Agreement. Defendant denies each of the allegations and claims asserted  
25 against them in the Litigation. However, Defendant nevertheless desires to settle the Litigation for  
26 the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the  
27 purpose of putting to rest the controversies engendered by the Litigation.

1           E.       This Agreement is intended to and does effectuate the full, final and complete  
2 settlement of all allegations and claims that were asserted, or could have been asserted, in the  
3 Litigation by Named Plaintiff and members of the Settlement Class as set forth in Section II.A.

4       **III.    JURISDICTION**

5           The Court has jurisdiction over the Parties and the subject matter of this Litigation. The  
6 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,  
7 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted  
8 Final Approval of the Settlement and after the Court has ordered the entry of Judgment, pursuant to  
9 California *Code of Civil Procedure* Section 664.6 the Court shall retain jurisdiction of this action  
10 solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with  
11 the terms set forth herein.

12       **IV.    STIPULATION OF CLASS CERTIFICATION**

13           The Parties stipulate to the certification of this Settlement Class for purposes of Settlement  
14 only. This Stipulation is contingent upon the Preliminary and Final approval and certification of the  
15 Settlement Class only for purposes of Settlement. Should the Settlement not become final, for  
16 whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification  
17 as part of the Settlement shall have no bearing on, and shall not be admissible in connection with,  
18 the issue of whether a class should be certified in a non-settlement context in the Litigation.  
19 Defendant expressly reserves the right to oppose class certification and/or proactively move to deny  
20 certification should this Settlement be modified or reversed on appeal or otherwise not become final.

21       **V.     MOTION FOR PRELIMINARY APPROVAL**

22           Named Plaintiff will bring a motion before the Court for an order preliminarily approving the  
23 Settlement including the Notice of Proposed Class Action Settlement, and Workweek Dispute Form,  
24 which are attached hereto as **Exhibits “A”** and **“B,”** respectively, and including certification of the  
25 Settlement Class for settlement purposes only.

26           The date that the Court grants Preliminary Approval of this Agreement will be the  
27 “Preliminary Approval Date.” Class Counsel will prepare the Motion for Preliminary Approval and  
28 will provide Defendant’s counsel the opportunity to review it and provide input before it is filed. On

1 the same date on which it is filed with the Court, Class Counsel shall concurrently submit the Motion  
2 for Preliminary Approval to the Labor & Workforce Development Agency in compliance with Labor  
3 Code § 2698 *et seq.*, the Private Attorneys General Act.

4 **VI. STATEMENT OF NO ADMISSION**

5 **A.** Defendant denies liability to Named Plaintiff and to the Settlement Class upon any  
6 claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an  
7 admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims  
8 made against them in the Litigation.

9 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any  
10 statements, discussions or communications, nor any materials prepared, exchanged, issued or used  
11 during the course of the negotiations leading to this Agreement or the Settlement, is intended by the  
12 Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible  
13 in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or  
14 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,  
15 regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties  
16 themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or  
17 any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported  
18 evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or  
19 executive order, or any obligation or duty at law or in equity, or for any other purpose.

20 Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding before the  
21 Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement  
22 or any orders or judgments of the Court entered in connection with implementation of the Settlement.

23 **C.** None of the documents produced or created by Named Plaintiff or the Settlement  
24 Class in connection with the claims procedures or claims settlement procedures constitute, and they  
25 are not intended to constitute, an admission by Defendant of any violation of any federal, state, or  
26 local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or  
27 in equity.

28 **D.** The Parties agree that class certification pursuant to California *Code of Civil*

1 *Procedure* Section 382 under the terms of this Agreement is for settlement purposes only. Nothing  
2 in this Agreement will be construed as an admission or acknowledgement of any kind that any class  
3 should be certified or given collective treatment in the Litigation or in any other action or proceeding.  
4 Further, neither this Agreement nor the Court's actions with regard to this Agreement will be  
5 admissible in any court or other tribunal regarding the propriety of class certification or collective  
6 treatment. In the event that this Agreement is not approved by the Court or any appellate court, is  
7 terminated, or otherwise fails to be enforceable, Named Plaintiff will not be deemed to have waived,  
8 limited, or affected in any way any claims, rights, or remedies in the Litigation, and Defendant will  
9 not be deemed to have waived, limited, or affected in any way any of their objections or defenses in  
10 the Litigation.

11 **VII. WAIVER, RELEASE AND CONFIDENTIALITY**

12 **A. Release as to All Settlement Class Members.**

13 Upon the date the Court's Final Approval Order becomes "Final" (as that term is defined in  
14 Section I(E) above), Named Plaintiff and all members of the Settlement Class, except those that make  
15 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,  
16 discharge, and promise never to assert in any forum any and all wage-related claims that were alleged  
17 in the Litigation or which could have been alleged in the Litigation based on the facts asserted in the  
18 Litigation arising during the Settlement Period against Defendant, and its divisions, affiliates,  
19 predecessors, successors, shareholders, officers, directors, employees, agents, trustees,  
20 representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents,  
21 subsidiaries, joint employers, insurers, and related corporations, including the following claims: 1)  
22 all claims, under any legal theory of liability, for the failure to pay overtime or double time wages  
23 owed pursuant to California Labor Code §§ 204, 510, 1194, and 1198, the IWC Wage Orders or any  
24 comparable federal statute under any theory of liability; 2) all claims, under any legal theory of  
25 liability, for the failure to pay all wages of any kind, including any minimum wage or straight time  
26 wages, owed pursuant to California Labor Code §§ 204, 510, 1194, 1194.2, and 1198, the IWC Wage  
27 Orders, or any comparable federal statute under any theory of liability; 3) all claims, under any legal  
28 theory of liability, for failure to provide meal periods pursuant to California Labor Code §§ 226.7



1 and 512, and the IWC Wage Orders; 4) all claims, under any legal theory of liability, for the failure  
2 to provide rest periods pursuant to California Labor Code § 226.7 and the IWC Wage Orders; 5) all  
3 claims, under any legal theory of liability, for the failure to properly calculate any premiums owed  
4 and/or paid pursuant to California Labor Code § 226.7(b); 6) all claims, under any legal theory of  
5 liability, for failure to indemnify employees for expenditures pursuant to California Labor Code §  
6 2802; 7) all claims, under any legal theory of liability, for violation of Business & Professions Code  
7 §§ 17200, *et seq.*; 8) all claims, under any legal theory of liability, for penalties pursuant to PAGA  
8 (Labor Code §§ 2698 *et seq.*); 9) all claims, under any legal theory of liability, for any penalties of  
9 any kind arising from an alleged failure to pay final wages or other amounts allegedly owed to Class  
10 Members pursuant to California Labor Code §§ 201-203; 10) all claims, under any legal theory of  
11 liability, for any penalties of any kind arising from an alleged wage statement violations pursuant  
12 to California Labor Code §§ 226 and 1174.5; and 11) all claims, under any legal theory of liability,  
13 for any penalties or any another amounts that could be potentially owed to Class Members arising  
14 out of and/or related to the allegations in the Lawsuit arising during the Settlement Period, including  
15 penalties owed pursuant to California Labor Code §§ 210, 226.3, 558, and 1197.1.

16 **B. General Release by Named Plaintiff Only.**

17 In addition to the release made in Section VII (A), Named Plaintiff makes the additional  
18 following general release of all claims, known or unknown. Named Plaintiff releases Defendant,  
19 and each of its respective subsidiaries, affiliates, predecessors or successors in interest, officers,  
20 directors, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of  
21 them, from all claims, demands, rights, liabilities and causes of action of every nature and description  
22 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract,  
23 or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in  
24 connection with Named Plaintiff's employment with Defendant as well as any and all acts or  
25 omissions by or on the part of Defendant. (The release set forth in this Paragraph B shall be referred  
26 to hereinafter as the "General Release.")

27 With respect to the General Release, Named Plaintiff stipulates and agrees that, upon the  
28 Date of Final Approval, Named Plaintiff shall be deemed to have expressly waived and relinquished,

1 to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the  
2 California Civil Code, or any other similar provision under federal or state law, which provides:

3  
4 **"SECTION 1542. [CERTAIN CLAIMS NOT AFFECTED BY**  
5 **GENERAL RELEASE.] A GENERAL RELEASE DOES NOT**  
6 **EXTEND TO CLAIMS THAT THE CREDITOR OR**  
7 **RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**  
8 **EXIST IN HIS OR HER FAVOR AT THE TIME OF**  
9 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY**  
10 **HIM OR HER WOULD HAVE MATERIALLY AFFECTED**  
11 **HIS OR HER SETTLEMENT WITH THE DEBTOR OR**  
12 **RELEASED PARTY."**

10 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other  
11 than or different from the facts now believed to be true, the release of claims contained herein shall  
12 be effective as to all unknown claims.

13 **VIII. SETTLEMENT ADMINISTRATOR**

14 Named Plaintiff and Defendant, through their respective counsel, have selected ILYM Group,  
15 Inc. as the Settlement Administrator to administer the Settlement, which includes but is not limited  
16 to distributing and responding to inquiries about the Notice of Proposed Class Action Settlement and  
17 Workweek Dispute Form, determining the validity of any disputes and opt-outs, and calculating all  
18 amounts to be paid from the Net Settlement Amount. Charges and expenses of the Settlement  
19 Administrator, estimated to be no more \$10,000.00, will be paid from the Settlement Amount. Any  
20 charges and expenses of the Settlement Administrator greater than the allocated \$10,000.00 will  
21 come from the Settlement Amount. If the actual Settlement Administrator fees are less than the  
22 Parties' estimation, the difference between the actual and estimated Settlement Administrator fees  
23 will revert to the participating Settlement Class members. The Parties agree that this Agreement  
24 may be provided to the Settlement Administrator to effectuate its implementation of the settlement  
25 procedures herein.

26 **IX. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

27 **A. Notice.**

28 Named Plaintiff and Defendant, through their respective attorneys, have jointly prepared a

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1 Notice of Class Action and Proposed Settlement (the “Notice”) and a Workweek Dispute Form,  
2 which in substance will be provided to the members of the Settlement Class as follows:

3 As soon as practicable following Preliminary Approval of the Settlement, but no later than  
4 thirty (30) calendar days after the Court’s Preliminary Approval order, Defendant will provide to the  
5 Settlement Administrator the following information about each Settlement Class member (“Class  
6 List”): (1) name; (2) last known home address; (3) number of workweeks as a class member during  
7 the Settlement Period or the dates of employment for each Settlement Class member; and (4) Social  
8 Security number. Defendant further agrees to consult with the Settlement Administrator prior to the  
9 production date to ensure that the format will be acceptable to the Settlement Administrator.  
10 Plaintiff’s Counsel shall also receive a redacted Class List that shall only disclose an identification  
11 number attributed to each class member and the number of workweeks each class member worked  
12 during the Settlement Period.

13 The Settlement Administrator shall run all the addresses provided through the United States  
14 Postal Service NCOA database (which provides updated addresses for any individual who has moved  
15 in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain  
16 current address information, and shall mail the Notice and Workweek Dispute Form to the members  
17 of the Settlement Class via first-class regular U.S. Mail using the most current mailing address  
18 information available, within ten (10) calendar days of the receipt of the Class List from Defendant.  
19 The Notice shall provide the members of the Settlement Class forty-five (45) days’ notice of all  
20 applicable dates and deadlines.

21 The Notice will also include information regarding the nature of the Litigation; a summary  
22 of the terms of the Settlement; the definition of the Settlement Class; a statement that the Court has  
23 preliminarily approved the Settlement; the nature and scope of the claims being released; the  
24 procedure and time period for objecting to the Settlement, the date and location of the Final Approval  
25 hearing; information regarding the opt-out procedure; Defendant’s calculation of the number of  
26 Eligible Workweeks that each Settlement Class member has worked as an employee in California at  
27 any time during the Settlement Period, and the estimated potential recovery for the proposed  
28 Settlement Class Member. The Notice shall enclose the Workweek Dispute Form for Settlement

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1 Class members.

2 For each Settlement Class member the Workweek Dispute Form will identify the number of  
3 Eligible Workweeks that s/he was employed and inform the employee of his or her right to dispute  
4 this number by completing and returning the form within forty-five (45) days of the postmark date  
5 of the Workweek Dispute Form. A Settlement Class member’s receipt of his or her share of the Net  
6 Settlement Payments is not conditional on the submission of the Workweek Dispute Form. Absent  
7 the receipt of a Workweek Dispute Form the number of workweeks identified in the Workweek  
8 Dispute Form shall be deemed accurate. The settlement of any disputes concerning the number of  
9 Eligible Workweeks is discussed in Section X, below.

10 If a Notice is returned from the initial notice mailing, the Settlement Administrator will  
11 perform a skip trace in an attempt to locate a more current address. If the Settlement Administrator  
12 is successful in locating a new address, it will re-mail the Notice to the Settlement Class member.  
13 Further, any Notices returned with a forwarding address to the Settlement Administrator, as non-  
14 deliverable before the deadline date, shall be sent to the forwarding address affixed thereto.

15 Should any member of the Settlement Class timely submit a Workweek Dispute Form with  
16 a deficiency, the Settlement Administrator shall, within five (5) calendar days of receipt by the  
17 Settlement Administrator of each timely submitted Workweek Dispute Form, send a deficiency  
18 notice. The deficiency notice will provide the member of the Settlement Class no more than fourteen  
19 (14) days from the mailing of the deficiency notice to postmark a written response to cure all  
20 deficiencies. The failure of a member of Settlement Class to timely submit a Workweek Dispute or  
21 timely respond to a notice of deficiency shall invalidate the dispute unless all Parties’ counsel agree  
22 to allow the dispute.

23 No later than twenty-five (25) days before the Final Approval Hearing, the Settlement  
24 Administrator shall provide counsel for Defendant and Class Counsel with a declaration attesting to  
25 the completion of the Notice process, including the number of attempts to obtain valid mailing  
26 addresses for and re-sending of any returned Notices, as well as the number of valid Workweek  
27 Dispute Forms, opt-outs and deficiencies that the Settlement Administrator received.

28 ///

1           **B.       Objections.**

2           In order for any Settlement Class member to object to this Settlement, or any term of it, the  
3 person making the objection must not submit a request for exclusion (i.e., must not opt out). To  
4 object to the Settlement in writing, a Class Member may send the objection to the Settlement  
5 Administrator. A Settlement Class member making an objection may appear at the Final Approval  
6 Hearing with or without submitting any written objection. The Settlement Class member may appear  
7 personally or through an attorney, at his or her own expense, at the Final Approval hearing to present  
8 his or her objection directly to the Court. However, any attorney who will represent an individual  
9 objecting to this Settlement must file a notice of appearance with the Court and serve Class Counsel  
10 and Defendant's Counsel no later than forty-five (45) days after the Notice of Proposed Class Action  
11 Settlement was initially mailed to the Settlement Class members. If a Settlement Class member  
12 objects to the Settlement, the Settlement Class member will remain a member of the Settlement Class  
13 and if the Court approves this Agreement, the Settlement Class member will be bound by the terms  
14 of the Settlement and Final Approval Order in the same way and to the same extent as a Settlement  
15 Class member who does not object. The date of mailing of the Notice to the objecting Settlement  
16 Class member shall be conclusively determined according to the records of the Settlement  
17 Administrator. The Court retains final authority with respect to the consideration and admissibility  
18 of any Settlement Class member objections. Any Settlement Class member who submits an  
19 objection may also participate in the settlement.

20           Named Plaintiff hereby endorses the Settlement as fair, reasonable and adequate and in the  
21 best interests of the Settlement Class.

22           **C.       Opportunity to be Excluded and Defendant's Opt-Out Threshold.**

23           In order for any Settlement Class member to validly exclude himself or herself from the  
24 Settlement Class and the Settlement (i.e., to validly opt out), a written request for exclusion ("Request  
25 to be Excluded") must be signed by the Settlement Class member or his or her authorized  
26 representative and must be sent to the Settlement Administrator, postmarked by no later than forty  
27 five (45) days after the date the Settlement Administrator initially mails the Notice to the Settlement  
28 Class members. The Notice shall contain instructions on how to opt out.

1           The date of the initial mailing of the Notice, and the date the signed Request to be Excluded  
2 was postmarked, shall be conclusively determined according to the records of the Settlement  
3 Administrator. Any Settlement Class member who timely and validly submits a Request to be  
4 Excluded from the Settlement Class and the Settlement will not be entitled to any portion of the Net  
5 Settlement Payments, will not be bound by the terms and conditions of the Settlement, and will not  
6 have any right to object, appeal, or comment thereon.

7           Any member of the Settlement Class who does not timely file and mail a Request to be  
8 Excluded from the Settlement Class will be deemed included in the Settlement Class in accordance  
9 with this Settlement.

10           In the event that ten percent (10%) or more of the Class Members exercise their right to  
11 exclude themselves and opt out of the Settlement and Settlement Agreement, Defendant retains the  
12 exclusive right, but not the obligation, to withdraw from and terminate the Settlement and the  
13 Settlement Agreement and return all parties back to their same position before the Settlement was  
14 reached and the Settlement Agreement was entered into. In the event that Defendant exercises such  
15 rights under this paragraph, the Plaintiff and Defendant shall resume the Litigation through and until  
16 there is a final settlement of the Litigation. Defendant must notify Class Counsel and the Court of  
17 such a decision to withdraw and terminate the Settlement no later than five (5) days prior to the date  
18 of the Final Approval Hearing. In the event of Defendant's withdrawal, no party may use the fact  
19 that the Parties agreed to the Settlement for any reason, and Defendant shall pay all administration  
20 expenses incurred through the date of its termination of the Settlement.

21           **D. Cooperation**

22           The Parties and their respective counsel agree not to encourage members of the Settlement  
23 Class to refrain from participating in the Settlement, to opt out of the Settlement, or to object to the  
24 Settlement, directly or indirectly, through any means. However, if a Settlement Class member  
25 contacts Class Counsel, Class Counsel may discuss the terms of the Settlement and the Settlement  
26 Class member's options.

27           **X. DISPUTES PROCEDURE**

28           Named Plaintiff and Defendant have agreed upon the following payment formula to resolve

1 all disputes submitted by Settlement Class members during the Settlement Period.

2 The Settlement Administrator will calculate the total number of workweeks for all Class  
3 Members who were employed by any Defendant during the Settlement Class Period ("Total  
4 Workweeks"). The value of each Workweek shall be determined by the Settlement Administrator by  
5 dividing the Net Settlement Fund by the total number of Workweeks available to the Class Members  
6 who do not opt out in accordance with Section IX(C) above during the Settlement Class Period  
7 ("Workweek Point Value").

8 An "Individual Settlement Payment" for each Class Member will then be determined by  
9 multiplying a Class Member's workweeks worked during the Class Period ("Eligible Workweeks")  
10 by the Workweek Point Value. The Individual Settlement Payment will be reduced by any required  
11 legal deductions, for each participating Class Member.

12 If a member of the Settlement Class does not dispute the number of Eligible Workweeks set  
13 forth in the Workweek Dispute Form, such person need not take further action to participate in the  
14 Settlement. If the member of the Settlement Class disputes the number of Eligible Workweeks set  
15 forth in the Workweek Dispute Form, such person must follow the directions in the Workweek  
16 Dispute Form and in the Notice, including preparing a statement setting forth the number of Eligible  
17 Workweeks that such person believes in good faith is correct, and stating that the member of the  
18 Settlement Class authorizes the Settlement Administrator to review the Settlement Class member's  
19 personnel file and leave management records to determine such information, and attaching any  
20 relevant documentation in support thereof. The member of the Settlement Class must mail the signed  
21 and completed statement no later than forty-five (45) days after the date of the mailing of the  
22 Workweek Dispute Form, or the number of Eligible Workweeks set forth in the Notice and  
23 Workweek Dispute Form will govern the Net Settlement Payment to the member of the Settlement  
24 Class.

25 Upon timely receipt of any such challenge, the Settlement Administrator, in consultation with  
26 Class Counsel and counsel for Defendant, will review the pertinent payroll records showing the dates  
27 the Settlement Class member was employed and the pertinent leave(s) taken, which records  
28 Defendant agrees to make available to the Settlement Administrator and Class Counsel.

1 After consulting with Class Counsel and counsel for Defendant, the Settlement Administrator  
2 shall compute the number of Eligible Workweeks to be used in computing the Settlement Class  
3 member's pro rata share of the Net Settlement Amount. In the event there is a disparity between the  
4 dates a Settlement Class member claims he or she worked during the Settlement Period and the dates  
5 indicated by Defendant's records, Defendant's records will control unless inconsistent with paycheck  
6 stub(s) (or bona fide copies thereof) provided by the Settlement Class member, in which case the  
7 paycheck stub(s) will control. The Settlement Administrator's decision as to the total number of  
8 Eligible Workweeks shall be final and non-appealable. The Settlement Administrator shall send  
9 written notice of the decision on any such claim to the Settlement Class member, to Class Counsel,  
10 and counsel for Defendant within ten (10) calendar days of receipt of the dispute.

## 11 **XI. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

### 12 **A. Distribution Formula.**

13 Members of the Settlement Class not opting out will receive a lump sum payment as good  
14 and valuable consideration for the waiver and release of claims set forth in Section VII(A), above,  
15 in an amount determined by the Settlement Administrator in accordance with the provisions of this  
16 Agreement.

17 The lump sum payment to each member of the Settlement Class not excluding him/ herself  
18 will be determined in accordance with the procedure set forth in Section X.

### 19 **B. Funding of Settlement.**

20 Within fourteen (14) calendar days following the date on which the Court grants Final  
21 Approval of the Settlement and a determination of the pro-rata share of the settlement amount to  
22 which each member of the Settlement Class is entitled, Defendant will deposit the Settlement  
23 Amount and the Employer Taxes into an interest-bearing trust account for the benefit of the  
24 participating Settlement Class members and Class Counsel, through the Settlement Administrator.  
25 At no time prior to Final Approval of the Settlement shall Defendant be required to escrow any  
26 portion of the Settlement Amount.

### 27 **C. Time for Distribution.**

28 The Settlement Administrator shall cause the Settlement Amount (inclusive of the Net



1 Settlement Amount, the Court approved attorney’s fees and Litigation costs, Court approved  
2 enhancement to Named Plaintiff, and PAGA Settlement) and the Employer Taxes to be mailed within  
3 twenty-one (21) calendar days following the Date of Final Approval. At no time will Defendant be  
4 required to escrow any portion of the Settlement Amount.

5 If a check is returned to the Settlement Administrator as undeliverable, the Settlement  
6 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace  
7 search and, if another address is identified, shall mail the check to the newly identified address. Any  
8 settlement checks remaining uncashed after one hundred and eighty (180) days shall be deemed  
9 unpaid residue pursuant Code of Civil Procedure Section 384(a). In accordance with Code of Civil  
10 Procedure Section 384, the parties shall follow the procedure set for in (1) – (5) below in regard to  
11 unpaid residue:

- 12 (1) Unpaid residue (uncashed or returned checks) will be paid, *with interest*, to Legal Aid at  
13 Work, 180 Montgomery Street, Suite 600, San Francisco, CA 94104;
- 14 (2) The attorneys for the parties shall file, with the Motion for Final Approval, a stand-alone  
15 Stipulation to Amend Judgment and Proposed Stipulated Amended Judgment (Section  
16 384) memorializing the parties’ agreement to amend the judgment to adopt the  
17 administrator’s determination of amount of unpaid residue, plus interest at the legal rate  
18 of 10% from the date of entry of the initial judgment, to be paid to the *cy pres*;
- 19 (3) The parties shall attach to the Stipulation a [Proposed] Stipulated Amended Judgment  
20 form with a signature line for the court and blanks for the amount of residue plus interest  
21 to be added to the judgment and the total amount of the amended judgment;
- 22 (4) Along with the Final Report, the administrator shall file, with the court, a photocopy of  
23 the attorneys’ Stipulation to Amend Judgment along with a [Proposed] Stipulated  
24 Amended Judgment form with the amount of residue plus interest to be added to the  
25 judgment and the total amount of the judgment, plus interest, filled in;
- 26 (5) The court signs and enters the Stipulated Amended Judgment.

27 ///

28 ///

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1 **XII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

2 The amounts paid under this Agreement do not represent a modification of any previously  
3 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by  
4 Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or  
5 any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant,  
6 policies or bonus programs. Any payments made under the terms of this Settlement shall not be  
7 applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other  
8 form of compensation for the purposes of Defendant's benefit plan, policy or bonus program.  
9 Defendant retain the right to modify the language of their benefit plans, policies and bonus programs  
10 to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for  
11 "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by  
12 applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or  
13 any other purpose, and that additional contributions or benefits are not required by this Settlement.

14 **XIII. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

15 Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall not  
16 seek or receive an amount in excess of \$250,000.00, which represents 33 1/3% of the Settlement  
17 Amount for all past and future attorneys' fees necessary to prosecute, settle and administer the  
18 Litigation and this Settlement. Additionally, Defendant shall not oppose an application by Class  
19 Counsel for, and Class Counsel shall not seek or receive an amount in excess of \$20,000.00, which  
20 represents all past and future Litigation costs and expenses necessary to prosecute, settle and  
21 administer the Litigation and this Settlement. Any attorneys' fees or Litigation costs awarded to  
22 Class Counsel by the Court as part of the Settlement Amount shall be deducted from the Settlement  
23 Amount for the purpose of determining the Net Settlement Amount. The "future" aspect of these  
24 amounts include, without limitation, all time and expenses expended by Class Counsel in defending  
25 the Settlement and securing preliminary and Final Approval (including any appeals therein). There  
26 will be no additional charge of any kind to either the members of the Settlement Class or request for  
27 additional consideration from Defendant for such work. This amount shall include all attorneys'  
28 fees, Litigation costs, and expenses for which Named Plaintiff and Class Counsel could claim under

1 any legal theory whatsoever. Within twenty-one (21) calendar days following the Date of Final  
2 Approval, the Settlement Administrator shall disburse payment from the Settlement Amount for the  
3 amount of attorneys' fees and Litigation costs approved by the Court to Class Counsel. Should the  
4 Court approve a lesser percentage or amount of fees and/or Litigation costs than the amount that  
5 Class Counsel ultimately seeks, then any such unapproved portion or portions shall revert into the  
6 Net Settlement Amount to be distributed between the participating Settlement Class Members on a  
7 pro-rata basis.

8 **XIV. ENHANCEMENT TO NAMED PLAINTIFF**

9 Defendant shall not oppose an application by Named Plaintiff, and Named Plaintiff shall not  
10 seek or receive an amount in excess of \$5,000.00 for his participation in and assistance with the  
11 Litigation (*i.e.*, Named Plaintiff's class representative enhancement / service award). Any  
12 enhancement awarded to Named Plaintiff by the Court as part of the Settlement Amount shall be  
13 deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount,  
14 and shall be reported on IRS Form 1099. If the Court approves an enhancement of less than  
15 \$5,000.00 to Named Plaintiff, then the unapproved portion or portions shall revert into the Net  
16 Settlement Amount to be distributed between the participating Settlement Class Members on a pro-  
17 rata basis.

18 **XV. TAXATION AND ALLOCATION**

19 The Parties agree that all employment taxes and other legally required withholdings will be  
20 withheld from payments to the members of the Settlement Class and Named Plaintiff based on the  
21 Parties stipulated allocation of the Net Settlement Amount as provided for in this Section.

22 In Defendant's sole discretion, and to which Named Plaintiff and Class Counsel do not object,  
23 the amount of federal income tax withholding will be based upon a flat withholding rate for  
24 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or  
25 supplemented. Income tax withholding will also be made pursuant to applicable state and/or local  
26 withholding codes or regulations.

27 For withholding tax characterization purposes and payment of taxes, the Net Settlement  
28 Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"):

- 1 (1) 33% as wages; and
- 2 (2) 67% as penalties and interest.

3 Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the  
4 Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement, by the Settlement  
5 Administrator. If the Code, the regulations promulgated thereunder, or other applicable tax law, is  
6 changed after the date of this Agreement, the processes set forth in this Section may be modified in  
7 a manner to bring Defendant into compliance with any such changes.

8 Finally, any and all Employer Taxes which Defendant normally would be responsible for  
9 paying based on the Net Settlement Payments made to the individual Class Members will be paid by  
10 Defendant in addition to and not as a deduction from the Settlement Amount based on the stipulated  
11 Net Settlement Allocation.

#### 12 **XVI. PRIVATE ATTORNEY GENERAL ACT ALLOCATION**

13 In order to implement the terms of this Settlement and to settle claims alleged under the  
14 Private Attorneys' General Act, California *Labor Code* section 2698 *et seq.*, the Parties agree to  
15 allocate \$10,000.00 from the Settlement Amount as penalties authorized by the California Labor  
16 Code Private Attorneys General Act of 2004 (PAGA). Seventy-five percent (75%) of this amount  
17 will be paid to the Labor and Workforce Development Agency and 25% of this amount will be  
18 distributed to the participating Class Members, through the Settlement Administrator and at no  
19 additional cost to Defendant. Within twenty one (21) calendar days following the Date of Final  
20 Approval, the Settlement Administrator shall disburse the PAGA Settlement to the California Labor  
21 and Workforce Development Agency ("LWDA") and will provide notice to the LWDA of the fact  
22 that the settlement has been approved by the court along with a copy of the settlement agreement and  
23 the court order confirming the approval of the settlement through the appropriate LWDA/DIR  
24 website.

#### 25 **XVII. COURT APPROVAL**

26 This Agreement and the Settlement is contingent upon Final Approval by the Court and the  
27 entry of judgment. Named Plaintiff and Defendant agree to take all steps as may be reasonably  
28 necessary to secure both Preliminary Approval and Final Approval of the Settlement, to the extent

1 not inconsistent with the terms of this Agreement, and will not take any action adverse to each other  
2 in obtaining court approval, and, if necessary, appellate approval, of the Settlement in all respects.  
3 Named Plaintiff and Defendant expressly agree that they will not file any objection to the terms of  
4 the Settlement or assist or encourage any person or entity to file any such objection.

5 In the event it becomes impossible to secure approval of the Settlement, the Parties shall be  
6 restored to their respective positions in the Litigation, as of the date of the hearing on the Motion for  
7 Preliminary Approval, except as otherwise provided in Section XVIII, below.

8 **XVIII. MISCELLANEOUS PROVISIONS**

9 **A. Stay of Litigation.**

10 Named Plaintiff and Defendant agree to the stay of all discovery in the Litigation, pending  
11 Final Approval of the Settlement by the Court.

12 **B. Interpretation of the Agreement.**

13 This Agreement constitutes the entire agreement between Named Plaintiff and Defendant.  
14 Except as expressly provided herein, this Agreement has not been executed in reliance upon any  
15 other written or oral representations or terms, and no such extrinsic oral or written representations or  
16 terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree  
17 that this Agreement is to be construed according to its terms and may not be varied or contradicted  
18 by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State  
19 of California, both in its procedural and substantive aspects, without regard to its conflict of laws  
20 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will  
21 be resolved solely and exclusively in the Superior Court of the State of California for the County of  
22 Orange, and Named Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court  
23 over them solely in connection therewith. Named Plaintiff, on his own behalf and on behalf of the  
24 Settlement Class, and Defendant participated in the negotiation and drafting of this Agreement and  
25 had available to them the advice and assistance of independent counsel. As such, neither Named  
26 Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed against  
27 the other.  
28

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1 The terms and conditions of this Agreement constitute the exclusive and final understanding  
2 and expression of all agreements between Named Plaintiff and Defendant with respect to the  
3 Settlement of the Litigation. The Agreement may be modified only by a writing signed by the  
4 original signatories and approved by the Court.

5 **C. Further Cooperation.**

6 Named Plaintiff and Defendant and their respective attorneys shall proceed diligently to  
7 prepare and execute all documents, to seek the necessary approvals from the Court, and to do all  
8 things reasonably necessary or convenient to consummate the Agreement as expeditiously as  
9 possible.

10 **D. Confidentiality of Documents.**

11 After the expiration of any appeals period, Named Plaintiff, the Settlement Administrator,  
12 and Class Counsel shall maintain the confidentiality of all documents, deposition transcripts,  
13 declarations and other information obtained in the lawsuit, unless necessary for appeal or such  
14 documents are ordered to be disclosed by the Court or by a subpoena.

15 **E. Counterparts.**

16 The Agreement may be executed in one or more actual or non-original counterparts, all of  
17 which will be considered one and the same instrument and all of which will be considered duplicate  
18 originals.

19 **F. Authority.**

20 Each individual signing below warrants that he or she has the authority to execute this  
21 Agreement on behalf of the party for whom or which that individual signs.

22 **G. No Third-Party Beneficiaries.**

23 Named Plaintiff, members of the Settlement Class, and Defendant are direct beneficiaries of  
24 this Agreement, but there are no third-party beneficiaries.

25 **H. Modification.**

26 This Agreement may not be changed, altered, or modified, except in a writing signed by the  
27 Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree that any dates  
28 contained in this Agreement may be modified by agreement of the Parties in writing without Court

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1 approval if the Parties agree and cause exists for such modification. This Agreement may not be  
2 discharged except by performance in accordance with its terms or by a writing signed by the Parties.

3 In addition to the above, this Agreement may be modified based on the final size of the  
4 Settlement Class. Defendant’s best estimate for the number of workweeks worked by the members  
5 of the Settlement Class between the period of April 26, 2015 to August 31, 2020 is 10,574. If the  
6 number of workweeks for this time period is determined to be more than 10% higher than this  
7 estimate (i.e., 11,632 or more workweeks), the Settlement Amount shall be increased by the average  
8 gross payout to the Class Members based on the 10,574 workweeks. For example, if there are 20%  
9 more workweeks than the initial figure of 10,574 workweeks during the time period stated above (in  
10 this Paragraph), then Defendant will increase the Settlement Amount by 20%. The Settlement  
11 Amount will not be reduced due to Defendant’s estimate.

12 **I. Deadlines Falling on Weekends or Holidays.**

13 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or  
14 legal holiday, that deadline shall be continued until the following business day.

15 **J. Severability.**

16 In the event that any one or more of the provisions contained in this Agreement shall for any  
17 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or  
18 unenforceability shall in no way effect any other provision if Defendant’s Counsel and Class  
19 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if  
20 such invalid, illegal, or unenforceable provision had never been included in this Agreement.

21 APPROVED AS TO FORM AND CONTENT:

22 Date: 1/29/2021, 2021

RICARDO CAMPOS HERNANDEZ, on behalf  
of himself and all others similarly situated

23  
24 By:   
25 RICARDO CAMPOS HERNANDEZ,  
26 *Plaintiff*  
27  
28

Date: 1-26, 2021

ADAMS IRON CO., INC.

By: 

Name: Robert J. Adams  
Position: Director  
For ADAMS IRON CO., INC., *Defendant*

APPROVED AS TO FORM:

Date: January 29, 2021

WILSHIRE LAW FIRM

By: 

Justin F. Marquez, Esq.  
Nicol E. Hajjar, Esq.  
Benjamin H. Haber, Esq.  
Rachel J. Vinson, Esq.  
*Attorneys for Plaintiff*

Date: January 27, 2021

GORDON REES SCULLY MANSUKHANI,  
LLP

By: 

Tom T. Nagashima, Esq.  
Miguel O. Medina, Esq.  
*Attorneys for Defendant*

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