

1 This Stipulated Settlement Agreement and Release of Claims is entered into by and between
2 Plaintiff Hector Arzola, individually and on behalf of all others similarly situated, and Defendant All
3 Star Glass, Inc., and is approved by their respective counsel of record, subject to the terms and
4 conditions hereof and the Court’s approval.

5 **A. Definitions**

6 1. “Action” or “Lawsuit” means and refers to the case entitled, Ventura County Superior
7 Court Case No. 56-2021-00553193-CU-OE-VTA.

8 2. “Aggrieved Employees” include all persons who are or were previously employed by
9 Defendant in California classified as a non-exempt employee by Defendant, from April 14, 2020
10 through the sooner of May 14, 2022, or the date the workweeks in the class reach 105% of 39,000 or
11 40,950. An Aggrieved Employee is subject to the applicable terms of this Agreement regardless of
12 whether the Aggrieved Employee excludes themselves from the Class Settlement (i.e. is a
13 Participating Class Member)

14 3. “Agreement,” “Stipulation,” “Stipulation of Settlement,” “Settlement Agreement,” or
15 “Stipulation and Agreement” shall mean this Stipulation for Class Action Settlement and Release of
16 Claims, including any attached Exhibits.

17 4. “Class Counsel” refers to Mehrdad Bokhour of Bokhour Law Group, P.C. and
18 Jonathan Melmed of Melmed Law Group PC.

19 5. “Class Data” means a complete list of all Settlement Class Members that Defendant
20 will diligently and in good faith compile from its records and provide to the Settlement Administrator
21 within fourteen (14) calendar days after entry of the Preliminary Approval Order. The Class Data
22 shall be on one spreadsheet and shall include the Settlement Class Members’ full names; last known
23 addresses; Social Security Numbers; and the dates of employment and/or total Weeks Worked during
24 the Class Period for each Settlement Class Member.

25 6. “Class Period” is deemed to be any time during the period of April 14, 2017 through
26 May 14, 2022, or the date the workweeks in the Class reach 105% of 39,000 (40,950), whichever
27 occurs sooner.

28 7. “Class Representative” or “Plaintiff” means and refers to Hector Arzola.

1 8. “Complaint” refers to the Class and PAGA Action Complaint filed in the Ventura
2 County Superior Court on or about April 14, 2021, in the matter of *Hector Arzola v. All Star Glass,*
3 *Inc.*, Ventura County Superior Court Case No. 56-2021-00553193-CU-OE-VTA.

4 9. “Court” (or “Judge”) means the California Superior Court, County of Ventura.

5 10. “Defendant” means and refers to All Star Glass, Inc.

6 11. “Defendant’s Counsel” or “Defense Counsel” means and refers to Lindsay C. David
7 and Christopher B. Cato of Gordon Rees Scully Mansukhani, LLP.

8 12. “Effective Date” means the date by which this Settlement is finally approved as
9 provided herein and the Court’s Final Approval Order becomes binding. For purposes of this
10 Settlement Agreement, the Final Approval Order becomes binding upon the later of: (1) the day after
11 the last day by which a notice of appeal of the Final Approval Order and/or of an order rejecting any
12 motion to intervene may be timely filed, and none is filed; (2) if such an appeal is filed, and the Final
13 Approval Order is affirmed, the day after the last date for filing a request for further review of the
14 decision passes and no further review is requested; (3) if an appeal is filed and further review of the
15 decision affirming the Final Approval Order is requested, the day after the request for review is denied
16 with prejudice and/or no further review of the decision can be requested, or (4) if review is accepted,
17 the day after the United States or California Supreme Court affirms the Settlement. The Effective
18 Date cannot occur, and Defendants will not be obligated to fund this Settlement, until and unless there
19 is no timely possibility of an appeal or further appeal that could potentially prevent this Settlement
20 Agreement from becoming final and binding.

21 13. “Final Approval” refers to the order of the Court granting final approval of this
22 Stipulation of Settlement and entering a judgment approving this Agreement on substantially the
23 terms provided herein or as modified and or provided for by a subsequent written agreement of the
24 Parties.

25 14. “Final Settlement Class” means, collectively, all Settlement Class Members who have
26 not opted out of the Settlement Class by submitting timely Requests for Exclusion.

27 15. “Individual Settlement Amount” shall have the meaning ascribed to it in Paragraph
28 49(c) below.

1 16. “Maximum Settlement Amount” means the total amount of Six Hundred Sixty-Two
2 Thousand Four Hundred Thirty-Six Dollars and Zero Cents (\$662,436) which represents the
3 maximum Defendant shall be required to pay pursuant to this Settlement. The Maximum Settlement
4 Amount includes: (1) the Individual Settlement Payments to Participating Class Members; (2) the
5 Class Representative Service Award; (3) Class Counsel’s fees and costs; (4) the Settlement
6 Administration Costs; and (5) the PAGA LWDA Payment. The Maximum Settlement Amount does
7 not include Defendant’s share of any state and federal payroll taxes and withholdings, such as FICA,
8 FUTA, UI, ETT, and SDI (“Payroll Taxes”) on Individual Settlement Payments made pursuant to
9 this Agreement, which will be paid separate and apart from the Maximum Settlement Amount.

10 17. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 49(b)
11 below.

12 18. “Notice” means the notice of proposed class settlement and setting of a Final Approval
13 Hearing that will be sent to the Settlement Class Members.

14 19. “Notice Packet” means the Notice to be sent to all Settlement Class Members.

15 20. “Notice Response Deadline” is 45 calendar days from the date the Notice Packet is
16 mailed to the Settlement Class Members.

17 21. “Objecting Settlement Class Member” means a Settlement Class Member, other than
18 Plaintiff, who submits a valid and timely objection to the terms of this Agreement, pursuant to
19 Paragraph 67(c) below.

20 22. “PAGA” shall refer to the California Labor Code Private Attorneys General Act of
21 2004, California Labor Code Sections 2698-2699.5.

22 23. “PAGA Claims” shall include any and all claims for civil penalties pursuant to PAGA
23 based on the allegations that were set forth in the PAGA notice and pled in the operative Complaint.

24 24. “PAGA Notice” shall refer to the notice sent by Plaintiff, by and through counsel, on
25 or about April 14, 2021 to the Labor Workforce Development Agency (LWDA) alleging that
26 Defendant engaged in violations of the California Labor Code and California Wage Orders.

27 25. “PAGA Period” and “PAGA Release Period” shall mean April 14, 2020 through May
28 14, 2022, or the date the workweeks in the class increase reach 105% of 39,000 (40,950).

1 26. “Participating Class Member” means any and all Settlement Class Members who do
2 not opt-out by submitting timely valid Requests for Exclusion.

3 27. “Parties” or “Settling Parties” means Plaintiff, the Settlement Class, and Defendant,
4 collectively.

5 28. “Preliminary Approval Date” means the date the Court preliminarily approves the
6 Stipulation of Settlement, the Stipulation of Settlement exhibits, and enters the Preliminary Approval
7 Order.

8 29. “Preliminary Approval Order” means an order to be entered by the Court, substantially
9 in the form that the Parties mutually agree to and lodge with the Court, which will constitute an order
10 certifying a provisional class for settlement purposes only pursuant to California Rule of Court, Rule
11 3.769(d) and an order setting a Final Approval Hearing pursuant to California Rule of Court, Rule
12 3.769(e).

13 30. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator
14 into which the Maximum Settlement Amount shall be deposited in accordance with this Stipulation.
15 The QSF shall be an interest-bearing account at a federally insured bank that is mutually acceptable
16 to the Parties and the Settlement Administrator.

17 31. “Released Claims” by the Participating Class Members upon the date Defendant fully
18 funds the settlement will include all wage and hour claims, rights, demands, liabilities and causes of
19 action, whether known or unknown, arising during the Class Period, that were asserted or could have
20 been asserted against Defendant based on the facts alleged in Plaintiff’s Complaint, under federal and
21 state laws, including statutory, or common law claims for wages, penalties, liquidated damages,
22 interest, attorneys' fees, litigation costs, restitution, equitable relief or other relief under Business &
23 Professions Code section 17200, *et seq.* based on the alleged Labor Code violations, including, among
24 others, the following categories: (a) any and all claims involving any alleged failure to pay minimum
25 wage; (b) any and all claims involving any alleged failure to pay employees for all hours worked,
26 including but not limited to any claim for minimum, straight time, or overtime wages; (c) any and all
27 claims involving any alleged failure to pay overtime wages; (d) any and all claims involving any
28 alleged failure to keep accurate records or to issue proper wage statements to employees; (e) any and

1 all claims involving any alleged failure to timely pay wages, including but not limited to any claim
2 that Defendants violated Labor Code sections 201, 202, or 204, and any claim for waiting time
3 penalties under Labor Code section 203; (f) any and all claims for unfair business practices in
4 violation of Business and Professions Code sections 17200, et seq.; and (g) any and all penalties
5 pursuant to the Private Attorneys General Act ("PAGA") of 2004 arising out of any or all of the
6 aforementioned claims. This release excludes the release of claims not permitted by law. Class
7 members who cash, deposit, or otherwise negotiate their settlement checks will "opt in" to a release
8 of overtime wage claims under the Fair Labor Standards Act which were pled in the operative First
9 Amended Complaint or that could have been pled based on the facts alleged therein, including claims
10 for to unpaid wages (including failure to pay full, regular, and overtime wages and minimum wages)
11 and, meal and rest break violations, failure to timely pay final wages, failure to provide accurate
12 itemized wage statements, unfair and unlawful business practices, and all PAGA penalties based on
13 the foregoing Labor Code violations.

14 32. "Released Parties" means Defendant and all of its present and former officers,
15 directors, members, managers, shareholders, agents, attorneys, parents, principals, heirs, subsidiaries,
16 insurers, operators, partners, professional employment organizations, successors and assignees.

17 33. "Release Period" shall be the time period governing the Released Claims which shall
18 be any time from April 14, 2017 through May 14, 2022, or the date the workweeks in the Class reach
19 105% of 39,000 (40,950), whichever occurs sooner.

20 34. "Release" shall mean the release and discharge of the Released Claims by Plaintiff
21 and all of the Participating Class Members, and their assignees.

22 35. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 65(a)
23 below.

24 36. "Service Payment" or "Service Award" means the amount approved by the Court to
25 be paid to the Class Representative, Hector Arzola, in addition to his Individual Settlement Amount
26 as a Participating Class Member. Plaintiff will be paid Ten Thousand Dollars (\$10,000), subject to
27 Court Approval, as the Class Representative Service Award. In the event that the Court reduces the
28 Service Awards the difference shall be placed in the Net Settlement Amount and allocated to the

1 Participating Class Members.

2 37. "Settlement Administrator" means and refers to, Phoenix Settlement Administrators,
3 the third-party class action settlement administrator agreed to by the Parties, who will provide the
4 Notice Packet to the Class Members and perform all duties relating to the administration of the
5 Settlement as described in this Stipulation.

6 38. "Settlement Administration Costs" means the actual and direct fees and expenses
7 reasonably incurred by the Settlement Administrator for administering this Settlement, including, but
8 not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting,
9 distributing the Settlement Amount, and providing necessary reports and declarations, as requested
10 by the Parties. All Settlement Administration Costs shall be paid from the Maximum Settlement
11 Amount.

12 39. "Settlement Class" or "Covered Position" is defined as all current and former non-
13 exempt employees employed by Defendant All Star Glass, Inc. at any time during the Class Period.

14 40. "Settlement Class Member" or "Class Members" refers to individual members of the
15 Settlement Class.

16 41. "Weeks Worked" for each Settlement Class Members means each workweek in which
17 a Participating Class Member worked at least one day for Defendant in California during the Class
18 Period, according to Defendant's records. Time spent on vacation, leaves of absence, and sick time
19 will not be counted as a day worked. This information shall be treated as confidential. Workweeks of
20 Non-Participating Class Members will not be included in the total number of Workweeks that are
21 reported to the Settlement Administrator for purposes of calculating and distributing Individual
22 Settlement Payments to Participating Class Members. The number of full workweeks that a
23 Participating Class Member was on a leave of absence, sick time, or vacation during the Class Period
24 shall be excluded from the total number of Workweeks.

25 **B. General Terms**

26 42. The Complaint was filed on or about April 14, 2021. The complaint alleges Plaintiff's
27 individual claims, class action claims, and a PAGA claim for: (1) failure to pay minimum wages, (2)
28 failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks,

1 (5) failure to timely pay final wages pursuant to Labor Code §§ 201–203, (6) failure to provide
2 accurate itemized wage statements, (7) unfair and unlawful competition, and (8) a claim under PAGA.

3 43. Defendant denies Plaintiff's allegations, contends Plaintiff' claims lack merit, and
4 contend that the Action is not suitable for class certification.

5 44. The Class Representative believes he can proceed with his class and representative
6 claims, that the Action is meritorious, and that class certification is appropriate.

7 45. The Parties have conducted a thorough investigation into the facts of the Action. This
8 includes conducting an extensive exchange of informal discovery, including Defendant's written
9 policies and practices as well as the production of a sampling of payroll and timekeeping records for
10 Settlement Class Members. Class Counsel is both knowledgeable about and has done extensive
11 research with respect to the applicable law and potential defenses to the claims of the Settlement
12 Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against
13 Defendant. Based on their analysis of the informal discovery and on their own independent
14 investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for
15 the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable,
16 adequate, and is in the best interest of the Class Members in light of all known facts and
17 circumstances, including the risk of significant delay, the uncertainty associated with litigation, and
18 the various defenses asserted by Defendant.

19 46. On or about February 14, 2022, Plaintiff and Defendant participated in private
20 mediation before Marc Feder, Esq., who is one of the most experienced class action mediators in
21 California. After a full-day mediation and subsequent negotiations, the Parties reached a settlement
22 and memorialized their agreement via a Memorandum of Understanding.

23 47. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to
24 be performed or judgments to be entered pursuant to the terms of the Settlement and Agreement, shall
25 be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or
26 liability on the claims or allegations in the Action.

27 48. Stipulation for Class Certification. For settlement purposes only, Defendant will
28 stipulate that the Settlement Class Members described herein who do not Request Exclusion from the

1 Settlement Class (i.e. Participating Settlement Class Members) may be conditionally certified as a
2 settlement class. This stipulation to certification is in no way an admission that class action
3 certification is proper and shall not be admissible in this or in any other action except for the sole
4 purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final
5 Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and
6 void *ab initio* and shall have no bearing on and shall not be admissible in connection with the issue
7 of whether or not certification would be appropriate in a non-settlement context. Defendant expressly
8 reserves its rights and declares that it would continue to oppose class certification and the substantive
9 merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves his rights
10 and declares that he will continue to pursue class certification and a trial should the Court fail to issue
11 Final Approval.

12 **C. Terms of Settlement**

13 49. The financial terms of the Settlement are as follows:

14 (a) Maximum Settlement Amount: Subject to the other terms and conditions
15 contained in this Agreement, and in consideration of the contemplated pleadings, releases and
16 dismissals set forth in this Agreement, and subject to Court approval, Defendant agrees to pay the
17 Maximum Settlement Amount of Six Hundred Sixty-Two Thousand Four Hundred Thirty Six Dollars
18 and Zero Cents (\$662,436.00).

19 (b) Net Settlement Amount: The "Net Settlement Amount" is defined as the
20 Maximum Settlement Amount less: (1) the award of attorneys' fees and litigation costs to Class
21 Counsel as approved and awarded by the Court; (2) the Service Payment to the Class Representative
22 as awarded by the Court; (3) the Settlement Administration Costs, and (4) payment to the LWDA for
23 PAGA penalties. In the event that the Court reduces the attorneys' fees, costs, expenses or Service
24 Awards, the difference shall be placed in the Net Settlement Amount and allocated to the Settlement
25 Class.

26 (c) Individual Settlement Amounts for the Settlement Class: The Individual
27 Settlement Amount for each Settlement Class Member will be calculated by the Settlement
28 Administrator using the Class Data provided by Defendant as follows. Compensable workweeks will

1 be all Weeks Worked by the Settlement Class Members during the Class Period. The dollars per
2 compensable workweek will be calculated by dividing the total Weeks Worked by Settlement Class
3 Members into the Net Settlement Amount to determine a per workweek value (“Workweek Value”).
4 The Workweek Value will be multiplied by the number of Weeks Worked by each Participating Class
5 Member during the Class Period to determine the distribution, prior to legal deductions, for each
6 Participating Class Member. If there are any timely submitted Requests for Exclusion, the Settlement
7 Administrator shall proportionately increase the Individual Settlement Amounts for each
8 Participating Class Member so that the amount actually distributed to Participating Class Members
9 equals 100% of the Net Settlement Amount.

10 (d) Allocation of Individual Settlement Amounts: The Individual Settlement
11 Amounts will be allocated based on the allegations in the Action as follows: thirty three percent (33%)
12 will be paid as wages subject to withholding of all applicable local, state and federal taxes; and sixty
13 seven percent (67%) will be paid as interest and as penalties from which no taxes will be withheld.
14 The Settlement Administrator will issue to each Settlement Class Member an Internal Revenue
15 Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099
16 with respect to the penalties and interest allocations.

17 (e) Service Payments to Class Representative: The amount awarded to the Class
18 Representative as Service Payments will be set by the Court in its discretion, not to exceed \$10,000.00
19 for Hector Arzola. Defendant agrees not to oppose this request. The Service Payments to Plaintiff
20 will be paid out of the Maximum Settlement Amount. The Class Representatives will be bound by a
21 General Release, set forth below, in exchange for this payment and will be issued IRS Form 1099 in
22 connection with this payment. Plaintiff shall be solely and legally responsible to pay any and all
23 applicable taxes on these payments. The Parties agree that any amount awarded as the Service
24 Payments to Plaintiff less than the requested amount shall not be a basis for Class Counsel to void
25 this Stipulation. Should the Court approve a lesser amount for the Service Payments, the difference
26 shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

27 (f) Class Counsel’s Attorneys’ Fees and Costs: Defendant agrees not to oppose a
28 request by Class Counsel to the Court for an award of attorneys’ fees of up to one-third (33.33%) of

1 the Maximum Settlement Amount, plus reasonable litigation costs not to exceed \$20,000.00, and
2 provided that Class Counsel submits a declaration substantiating the costs. Defendant agrees not to
3 oppose any contention by Class Counsel that attorneys' fees should be based on the common fund
4 theory. Should the Court approve a lesser amount than what is sought by Class Counsel, the
5 difference shall be added to the Net Settlement Amount to be distributed to the Participating Class
6 Members. Any Court order awarding less than the amount sought by Class Counsel shall not be
7 grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement
8 Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees
9 and costs awarded by the Court.

10 (g) Settlement Administration Costs: The fees and other charges of the Settlement
11 Administrator will be paid from the Settlement Amount not to exceed \$7,500.00.

12 (h) PAGA Penalties: The Parties agree that \$10,000.00 is allocated to PAGA
13 Penalties and is to be paid from the Maximum Settlement Amount, subject to Court approval. Of this
14 amount, \$7,500.00 (75%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for penalties
15 under the Private Attorney General Act of 2004 ("PAGA") and \$2,500.00 (25%) will be included in
16 the Net Settlement Amount, payable to the Aggrieved Employees. Each Aggrieved Employee shall
17 receive a portion of the \$2,500.00 proportionate to the number of Workweeks Worked by the
18 Aggrieved Employees during the PAGA Period compared to the total number of Workweeks Worked
19 by all Aggrieved Employees during the PAGA Period. Aggrieved Employees shall have their
20 settlement amount for the Released PAGA claims paid one hundred percent (100%) as civil penalties
21 for which no taxes will be withheld and for which a Form 1099 will be issued by the Settlement
22 Administrator

23 (i) Tax Liability: Class Counsel and Defendant make no representation as to the
24 tax treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class
25 Members are not relying on any statement or representation by Class Counsel or Defendant in this
26 regard. Plaintiff and Participating Class Members understand and agree that they will be solely
27 responsible for the payment of any taxes and penalties assessed on their respective payments
28 described herein. Defendant, through the Settlement Administrator, shall be responsible for reporting

1 and paying the employer’s share of payroll taxes (e.g., UI, ETT, Social Security and Medicare taxes)
2 which are to be paid by Defendant separately from and in addition to the Gross Settlement Amount.
3 Defendant, through the Settlement Administrator, will report each payment made on the Gross
4 Settlement Amount to government authorities including the Internal Revenue Service as required by
5 law, and it shall make all required deductions and/or withholdings. Defendant, through the Settlement
6 Administrator, will also retain the amount due for payroll taxes and will pay the amounts to the
7 pertinent government authorities in the manner and the time prescribed by law. Defendant, through
8 the Settlement Administrator, shall report payments to the Internal Revenue Service (and other
9 relevant government agencies) as wage income in the year of payment on a form W-2 and as penalty
10 and interest income on a Form 1099, as appropriate.

11 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT
12 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH
13 PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
14 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
15 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
16 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
17 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
18 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
19 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
20 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
21 UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
22 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT
23 ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
24 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
25 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
26 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT
27 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
28 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS

1 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES
2 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
3 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
4 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
5 CONTEMPLATED BY THIS AGREEMENT.

6 50. “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. Under no
7 circumstances will any portion of the Settlement Amount revert to Defendant. Participating Class
8 Members will not have to make a claim in order to receive an Individual Settlement Amount.
9 Distributions, in the form of Individual Settlement Amounts, will be made directly to each
10 Participating Class Member. As set forth in Paragraph 69 below, the Settlement Administrator shall
11 handle any unclaimed funds as a result of a Participating Class Member not cashing an Individual
12 Settlement Amount by the check cashing deadline and send uncashed checks to the State of California
13 Unclaimed Property Fund, subject to Court approval.

14 51. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable and will
15 so represent the same to the Court.

16 **D. Release by the Settlement Class**

17 52. Upon entry of the Final Approval Order, and except as to such rights or claims as may
18 be created by this Stipulation of Settlement, the Settlement Class (other than those who submit a valid
19 Request for Exclusion) and each member of the Settlement Class who does not timely opt-out (i.e.
20 Participating Class Members), will forever completely release and discharge the Released Parties
21 from the Released Claims for the Release Period.

22 53. Each Participating Class Member will be deemed to have made the foregoing Release
23 as if by manually signing it.

24 54. As a material term to this agreement, the Settlement described in this Agreement will
25 fully release and preclude any further claim by Participating Class Members, whether by lawsuit,
26 administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the
27 Participating Class Members arising out of, and/or related to any and all of the Released Claims. The
28 Class Members shall be so notified in the Notice Packet. This paragraph does not apply to any Class

1 Member who timely and validly opts out of the Settlement.

2 55. Class Representative, on behalf of himself and the Settlement Class, acknowledge and
3 agree that the claims for unpaid wages in the Action, and untimely payment of wages in the Action,
4 are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to
5 them. Class Representative, on behalf of themselves and the Settlement Class, acknowledge and
6 agree that California Labor Code Section 206.5 is not applicable to the Parties hereto. That section
7 provides in pertinent part as follows:

8 An employer shall not require the execution of any release of any claim or right on
9 account of wages due, or to become due, or made as an advance on wages to be
10 earned, unless payment of those wages has been made.

11 **E. Release by Class Representative**

12 56. As a material inducement to Defendant to enter into this Settlement Agreement, Class
13 Representative does hereby, for herself and for her respective spouses, heirs, successors,
14 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
15 personal representatives, and assigns forever and completely release and discharge the Released
16 Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
17 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and
18 expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary
19 damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time
20 through the execution of this Stipulation, whether known or unknown, suspected or unsuspected, to
21 the greatest extent permitted by state or federal law, including, but not limited, to any and all claims
22 (whether state, federal, or administrative) for compensation, salaries, wages, bonuses, commissions,
23 overtime, benefits, sick pay, holiday pay, vacation, paid time off, severance pay, paid leave benefits,
24 penalties, interest, damages, back or front pay, costs, expenses, attorneys' fees, employee benefits,
25 promises on any and all of the above, remedies of any other type, breach of contract or duty, fraud,
26 misrepresentation, defamation, disparagement, blackballing, discrimination or harassment in any
27 form, wrongful discharge of employment; termination in violation of public policy; discrimination;
28 harassment; retaliation; failure to provide reasonable accommodation; failure to engage in a good

1 faith interactive process; breach of contract, both express and implied; breach of covenant of good
2 faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional
3 infliction of emotional distress; negligent or intentional interference with contract or prospective
4 economic advantage; unfair business practices; libel; slander; negligence; personal injury; assault;
5 battery; invasion of privacy; false imprisonment; conversion; and disability benefits; any and all
6 claims for violation of any federal, state, local, municipal or other governmental statute or ordinance,
7 including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991;
8 the National Labor Relations Act; the Rehabilitation Act of 1973; the Americans with Disabilities
9 Act of 1990; the Equal Pay Act; the Fair Labor Standards Act, except as prohibited by law; the Fair
10 Credit Reporting Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget
11 Reconciliation Act of 1985; the Employee Retirement Income Security Act of 1974; the Worker
12 Adjustment and Retraining Notification Act; the Family and Medical Leave Act, except as prohibited
13 by law; the Sarbanes-Oxley Act of 2002; the Internal Revenue Code of 1986, as amended; HIPAA,
14 the California Family Rights Act; the California Labor Code; the California Industrial Welfare
15 Commission Wage Orders; the California Business & Professions Code; and the California Fair
16 Employment and Housing Act; the California Civil Code; the California Government Code; the
17 California Constitution; and all claims for punitive damages, exemplary damages, attorneys' fees and
18 costs, as well as any other statutes, laws regulations or damages of similar effect; any and all claims
19 for monetary recovery and personal or individual relief, except as prohibited by law (collectively, the
20 "Class Representative Released Claims"). With regard to the Class Representative Released Claims,
21 Class Representative expressly waives and relinquishes all rights and benefits afforded by Section
22 1542 of the Civil Code of the State of California and do so understanding and acknowledging the
23 significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California
24 states:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
26 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
27 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
28 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR

1 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
2 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
4 and complete release and discharge of all parties, Class Representative and Class Counsel expressly
5 acknowledge that this Settlement Agreement is intended to include in its effect, without limitation,
6 all claims that Class Representative knew of, as well as all claims that he does not know or suspect
7 to exist in his favor against the Released Parties, or any of them, for the time period from the
8 beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement
9 contemplates the extinguishment of any such Class Representatives' claims.

10 **F. Interim Stay of Proceedings**

11 57. Pending completion of all of the prerequisites necessary to effectuate this Settlement,
12 the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such as
13 are necessary to effectuate the Settlement.

14 **G. Notice Process**

15 58. Appointment of Settlement Administrator. The Parties have agreed to the appointment
16 of the Settlement Administrator to perform the duties of a settlement administrator, including mailing
17 the Notice Packet, using standard devices to obtain forwarding addresses, independently reviewing
18 and verifying documentation associated with any claims or opt-out requests, resolving any disputes
19 regarding the calculation or application of the formula for determining the Individual Settlement
20 Amounts, drafting and mailing the settlement checks to Participating Class Members, issuing W-2
21 and 1099 Tax Forms, and performing such other tasks as set forth herein or as the Parties mutually
22 agree or that the Court orders.

23 59. Disputes Regarding Settlement Administration. Any and all disputes relating to
24 administration of the Settlement by the Settlement Administrator (except for disputes regarding Class
25 Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the
26 terms and conditions of this Stipulation of Settlement, until Plaintiff and Defendant notify the Court
27 that all payments and obligations contemplated by this Stipulation of Settlement have been fully
28 carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good

1 faith to resolve the dispute without the necessity of Court intervention. The Settlement Administrator
2 shall also be responsible for issuing to Plaintiff, Settlement Class Members, and Class Counsel any
3 W-2, 1099, or other Tax Forms as may be required by law for all amounts paid pursuant to this
4 Agreement. The Settlement Administrator shall also be responsible for setting up all necessary tax
5 accounts and forwarding all payroll taxes and penalties to the appropriate government authorities.

6 60. Class Data. Within fourteen (14) days after entry of the Preliminary Approval Order,
7 Defendant shall provide to the Settlement Administrator on one spreadsheet a list of all Settlement
8 Class Members, including the Class Members' full names, last known addresses, social security
9 numbers, and the total Weeks Worked by each Class Member during the Class Period. The
10 Settlement Administrator will run a check of the Class Members' addresses against those on file with
11 the U.S. Postal Service's National Change of Address List.

12 61. Notice Packet. The Notice Packet, as approved by the Court, shall be sent by the
13 Settlement Administrator to the Settlement Class Members, by first class mail, in English and
14 Spanish, no later than ten (10) calendar days following the Settlement Administrator's receipt of the
15 Class Data. The Settlement Administrator shall use standard devices, including a skip trace, to obtain
16 forwarding addresses of Settlement Class Members if any envelopes are returned.

17 62. Returned Notice Packets. The Settlement Administrator will take steps to ensure that
18 the Notice Packet is received by all Settlement Class Members, including utilization of the National
19 Change of Address Database maintained by the United States Postal Service to review the accuracy
20 of and, if necessary, update a mailing address. Notices will be re-mailed to any Settlement Class
21 Member for whom an updated address is located within ten (10) calendar days following both the
22 Settlement Administrator learning of the failed mailing and its receipt of the updated address. The
23 Notice shall be identical to the original Notice, except that it shall notify the Class Member that the
24 exclusion (opt-out) request or objection must be returned by the later of the Notice Response Deadline
25 or fifteen (15) days after the re-mailing of the Notice Packet.

26 63. Disputes Regarding Class Data. Settlement Class Members are deemed to participate
27 in the Settlement, unless they opt-out pursuant to the terms of this Settlement Agreement. The Notice
28 Packet will inform Settlement Class Members of his/her estimated Individual Settlement Amount and

1 the number of Weeks Worked that he/she worked during the Class Period. Defendant's records
2 regarding the Weeks Worked of Settlement Class Members shall be presumed to be correct.
3 Settlement Class Members who challenge Defendant's records must submit a challenge in writing to
4 the Settlement Administrator by the response deadline (i.e. the later of 45 days after the administrator
5 mailed the Notice Packet or 15 days after the administrator re-mails- the Notice Packet pursuant to
6 the terms of Paragraph 62 herein.) Settlement Class Member who challenges Defendant's records
7 will bear the burden of proof, *i.e.*, a Settlement Class Member who fails to provide written
8 documentation supporting a different number of Qualifying Workweeks will have his or her challenge
9 denied. Defendant shall review their records and provide information to the Settlement Administrator
10 in response to any such disputes. The Settlement Administrator shall evaluate the evidence submitted
11 by the Class Member and make the decision as to which amount should be applied. The determination
12 by the Settlement Administrator shall be final and binding. In no case will a challenge to the number
13 of Qualifying Workweeks result in a payment by Defendants in excess of the Maximum Settlement
14 Amount. Class Members will have until the Notice Response Deadline to dispute Weeks Worked,
15 object or opt out, unless extended by the Court.

16 64. Declaration of Due Diligence. The Settlement Administrator shall provide counsel
17 for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due
18 diligence and proof of mailing with regard to the mailing of the Notice Packet.

19 65. Settlement Class Members' Rights. Each Settlement Class Member will be fully
20 advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or request
21 exclusion from the Settlement via the Notice Packet. The Notice Packet will inform the Settlement
22 Class Members of the Court-ordered deadlines for filing objections or requesting exclusion from the
23 Settlement in accordance with the following guidelines:

24 (a) Requests for Exclusion from Settlement Class. Any Settlement Class Member,
25 other than Plaintiff, may request to be excluded from the Settlement Class by submitting a "Request
26 for Exclusion" to the Settlement Administrator, postmarked on or before the Notice Response
27 Deadline. The Request for Exclusion should be in substantially this form and exact wording is not
28 required for the request to be excluded to be considered:

1 “I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS
2 IN THE ARZOLA V. ALL STAR GLASS LAWSUIT. I
3 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE
4 SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY
5 FROM THE SETTLEMENT OF THIS LAWSUIT.”

6 Any Request for Exclusion must include the full name, address, telephone number, last four
7 digits of the social security number or date of birth, and signature of the Settlement Class Member
8 requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement
9 Administrator at the specified address. A Request for Exclusion will be timely only if postmarked
10 by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class
11 Member who timely requests exclusion in compliance with these requirements: (i) will not have any
12 rights under this Agreement, including the right to object, appeal or comment on the Settlement; (ii)
13 will not be entitled to receive any payments under this Agreement; and (iii) will not be bound by this
14 Agreement, or the Judgment.

15 (b) Binding Effect on Final Settlement Class Members. Except for those
16 Settlement Class Members who exclude themselves in compliance with the procedures set forth
17 above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for all
18 purposes under this Agreement; (ii) will be bound by the terms and conditions of this Agreement, the
19 Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be
20 deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy
21 of the Settlement.

22 (c) Objections to Settlement. Any Settlement Class Member, other than Plaintiff,
23 may object to the terms of this Agreement. To object, a Settlement Class Member shall inform the
24 Settlement Administrator, in writing, of his or her objection that must be postmarked by the Notice
25 Response Deadline. This deadline applies notwithstanding any argument regarding alleged non-
26 receipt of the Class Notice. Any Settlement Class Member who fails to submit timely written
27 objections in this manner shall be deemed to have waived any objections and shall be foreclosed from
28 making any objection to the Settlement and from filing any appeal from any Final Approval order

1 issued by the Court. Settlement Class Members who timely and validly submit Requests for
2 Exclusion shall have no right to object and shall be foreclosed from making any objection to the
3 Settlement. A written objection to the Settlement must: (1) be in writing, (2) be signed and dated by
4 the Settlement Class Member, (3) include Settlement Class Member's name, last four (4) digits of his
5 or her Social Security number, dates of employment as a non-exempt or hourly-paid employee of
6 Defendant in California, (4) state all legal and factual bases for objection to the Settlement, (5) state
7 whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and
8 (6) state whether the objecting Settlement Class Member is represented by legal counsel (and if so,
9 identifying the legal counsel and providing said legal counsel's mailing address). A Settlement Class
10 Member who objects to the Settlement will still be considered a Participating Class Member who is
11 subject to the Settlement. The Settlement Administrator shall provide objections, if any, to Class
12 Counsel and Defense Counsel within three (3) days of receipt. The Settlement Administrator shall
13 attach a copy of the full objection to its declaration of due diligence and file with the Court prior to
14 the Final Approval Hearing. Any Participating Class Member who files an objection remains eligible
15 to receive monetary compensation from the Settlement. Plaintiff and Defendant shall not be
16 responsible for any fees, costs, or expenses incurred by any Settlement Class Member and/or his or
17 her counsel related to any objections to the Settlement. Submitting an objection does not preserve
18 the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of
19 record by timely and properly intervening or filing a motion to vacate the judgment under Code of
20 Civil Procedure § 663. Settlement Class Members and Aggrieved Employees may not object to or
21 opt-out of the Settlement with respect to the PAGA Claims

22 (d) Failure to Object. Any Settlement Class Member who desires to object but
23 fails to timely submit a written objection waives any right to object and will be foreclosed from
24 making any objection to this Settlement. Any Settlement Class Member who does not timely and
25 properly become a party of record by intervening or filing a motion to vacate the judgment waives
26 any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
27 and appellate proceeding such as a motion to vacate judgment, motion for new trial, a motion under
28 California Code of Civil Procedure section 473, and extraordinary writs.

1 (e) Responses to Objections. Counsel for the Parties may file a response to any
2 objections submitted by an objecting Settlement Class Members at least five (5) court days before the
3 date of the Final Approval Hearing.

4 66. Settlement Class Members will have until the Notice Response Deadline to object or
5 submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement
6 Administrator shall disclose jointly to Class Counsel and Defense Counsel what objections or
7 Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class
8 Counsel or Defense Counsel.

9 67. Funding of the Settlement Amount. Defendant shall make a one-time deposit into the
10 QSF of the Settlement Amount, as described in Paragraph 49(a) that is necessary to make all
11 payments required under this Settlement as well as Defendant’s employer payroll taxes as calculated
12 and directed by the Settlement Administrator within seven (7) days of the Effective Date.

13 68. Distribution of Funds. No later than seven (7) calendar days after the deposit of each
14 payment into the QSF, the Settlement Administrator will mail the payments to the Participating Class
15 Members, the payment for the attorneys’ fees and costs to Class Counsel, the Service Payment to the
16 Class Representative, the payment to the LWDA for PAGA penalties, and will pay itself the
17 Settlement Administration Costs.

18 69. Disposition of Returned and Uncashed Checks. This is a non-reversionary “all-in”
19 settlement. No unclaimed amounts will revert to Defendant.

20 (a) **Returned Checks:** If any Individual Settlement Payments are returned as
21 undeliverable, the Settlement Administrator will take all steps necessary to locate an updated mailing
22 address for the Participating Class Member, including without limitation, using an Accurant (or
23 substantially similar) in-depth skip-trace. In the event the Settlement Administrator is unable to
24 locate an updated address, or the Individual Settlement Payments are returned as undeliverable after
25 a second mailing, the undeliverable Individual Settlement Payment shall be treated as an uncashed
26 check and sent to the California State Controller in the name of the Participating Class Member

27 (b) **Uncashed Checks:** Participating Class Members shall have 180 calendar days after
28 mailing by the Settlement Administrator to cash their settlement checks. If any Participating Class

1 Member's check is not cashed within that period, the check will be void and a stop-payment will be
2 issued. Then, subject to approval by the Court, the funds represented by any uncashed checks shall
3 be redistributed to the State of California's Unclaimed Property Fund. Should the Court not approve
4 redistribution of uncashed checks to the Unclaimed Property Fund, then the uncashed funds will be
5 redistributed to a *cy pres* beneficiary agreed upon by the Parties and approved by the Court. However,
6 the Release will be binding upon all Participating Class Members, including those who do not cash
7 their checks within the 180-day period.

8 (c) Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement
9 Administrator will have any liability for lost or stolen settlement checks, forged signatures on
10 settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing,
11 in the event a Participating Class Member notifies the Settlement Administrator that he or she believes
12 that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop
13 payment on such check. If the check in question has not been negotiated prior to the stop payment
14 order, the Settlement Administrator will issue a replacement check.

15 **H. Duties of the Parties Prior to the Court's Approval**

16 70. Promptly after execution of this Stipulation of Settlement, Plaintiff will move the
17 Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
18 accomplishing the following:

19 (a) Scheduling the Final Approval Hearing on the issue of whether this Settlement
20 should be finally approved as fair, reasonable and adequate as to the Class Members and a hearing
21 on fees, costs and the Service Payments;

22 (b) Approving as to form and content the proposed Notice Packet, attached hereto
23 as Exhibit A;

24 (c) Directing the mailing of the Notice Packet by first class mail to the Settlement
25 Class Members;

26 (d) Preliminarily approving this Settlement; and

27 (e) Preliminarily certifying the class for purposes of this Settlement.

28 **I. Duties of the Parties Following Court's Final Approval**

1 71. In connection with the Final Approval Hearing provided for in this Stipulation of
2 Settlement, Class Counsel shall submit a proposed Final Approval Order:

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

5 (b) Approving Class Counsel’s application for an award of attorneys’ fees and
6 reimbursement of litigation costs and expenses, the Service Payments to the Class Representatives,
7 and the payment to the Settlement Administrator for costs of administering the settlement; and

8 (c) Entering judgment approving settlement, thereby permanently barring all
9 Participating Class Members from prosecuting any Released Claims against any of the Released
10 Parties.

11 **J. Taxation**

12 72. The portion of each Individual Settlement Payment paid to all other Participating Class
13 Members will be allocated as: 33% wages; 67% penalties and interest. The portion that is attributable
14 to wages will be subject to normal tax withholding and shall be reported to the taxing authorities on
15 an IRS Form W-2. The portion attributable to penalties and interest will not be subject to tax
16 withholding and an IRS Form 1099 shall be issued if the payment is above the minimum threshold
17 required for the issuance of a Form 1099.

18 73. Defendant’s Counsel and Class Counsel make no warranty and have provided no
19 advice regarding the tax treatment of Individual Settlement Payments to Participating Class Members
20 pursuant to the terms of this Settlement. All taxes, other than the employer’s share of payroll taxes,
21 which are not a part of the Maximum Settlement Amount, are the sole responsibility of the
22 Participating Class Member.

23 74. Each of the Parties acknowledges and agrees that: (a) no provision of this Settlement
24 Agreement, and no written communication or disclosure between or among the Parties or their
25 Counsel and other advisers is or was intended to be, nor shall any such communication or disclosure
26 constitute or be construed or be relied upon as, tax advice within the meaning of United States
27 Treasury Circular 230 (31 CFR part 10, as amended); (b) each Party (i) has relied exclusively upon
28 his, her or its own, independent legal and tax advisors for advice (including tax advice) in connection

1 with this Agreement, (ii) has not entered into this Agreement based upon the recommendation of any
2 other Party or any Counsel or advisor to any other Party, and (iii) is not entitled to rely upon any
3 communication or disclosure by any other Counsel or advisor to any other Party to avoid any tax
4 penalty that may be imposed on that Party; and (c) no attorney or advisor to any other Party has
5 imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax
6 strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of
7 the tax treatment or tax structure of any transaction, including any transaction contemplated by this
8 Agreement.

9 75. Individual Settlement Payments paid to Participating Class Members shall not be
10 deemed pensionable earnings and shall not have any effect on the eligibility for, or calculation of,
11 any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.). The Parties agree that
12 Individual Settlement Payments to Participating Class Members do not represent any modification of
13 Participating Class Members' previously credited hours of service or other eligibility criteria under
14 any employee pension benefit plan or employee welfare benefit plan sponsored by the Released
15 Parties. Any Individual Settlement Payments paid pursuant to this Settlement shall not be considered
16 "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an
17 employee pension benefit plan or employee welfare benefit plan sponsored by the Released Parties.

18 76. The payroll taxes and any other applicable employer withholdings or contributions
19 will be computed by the Settlement Administrator based on the amounts paid to Participating Class
20 Members. The Settlement Administrator shall be responsible for making all necessary payments and
21 government filings in connection with such payments.

22 77. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the
23 Class, Class Counsel or the Settlement Administrator based on mailings, distributions and payments
24 made in accordance with this Stipulation of Settlement.

25 **K. Voiding the Agreement**

26 78. Either Party has the right in its sole and exclusive discretion to terminate and withdraw
27 from the Settlement if any of the following occur: (a) the Court does not certify the Class for
28 settlement purposes as described herein, or does not certify a class for settlement purposes releasing

1 all of the Released Claims, and/or the Class Representative Released Claims as defined herein or
2 otherwise makes an order inconsistent with any of the terms of this Settlement Agreement; (b) the
3 Court does not grant preliminary or final approval of the Settlement in accordance with its terms.
4 Recovery of attorneys' fees and costs by Class Counsel and Class Representative Service Award by
5 Plaintiff are terms of this Agreement, but the allowance, disallowance, or reduction by the Court of
6 an award of attorneys' fees and/or costs and/or the Service Awards to the Plaintiff are considered by
7 the Court separately from the Court's consideration of the fairness, reasonableness, adequacy and
8 good faith of this Settlement to the Settlement Class; (c) the Court does not enter the Final Judgment;
9 (d) Defendant exercises its option to terminate the Settlement; or (e) the Effective Date does not occur
10 or the Settlement does not become final for any other reason.

11 79. If, for any reason, the Settlement is not approved by the Court, or if a Party terminates
12 and withdraws from the Settlement pursuant to this paragraph, this Settlement Agreement and any
13 related settlement documents shall be null and void, and any class certified for settlement purposes
14 will be vacated and any other order entered by the Court in furtherance of this Settlement shall be
15 treated as void ab initio. In such an event, the Parties shall return to the status quo as if the Parties
16 had not entered into this Settlement, and this Agreement, all negotiations, Court orders, and
17 proceedings relating thereto shall be without prejudice to the rights of the Parties hereto, and all
18 evidence relating to the Settlement and all negotiations shall not be admissible, discoverable, or
19 otherwise used in the Action, in any other litigation, or otherwise. The terminating Party shall give
20 to the other Party (through its counsel) written notice of its decision to terminate within ten (10)
21 business days after receiving notice that one of the enumerated events has occurred.

22 80. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have
23 no further obligations under the Settlement, including any obligation by Defendant to pay the
24 Maximum Settlement Amount, or any amounts that otherwise would have been owed under this
25 Settlement.

26 81. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement
27 Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this
28 Agreement.

1 82. Notwithstanding any other provision of this Agreement, Defendant shall retain the
2 right, in the exercise of its sole discretion, to nullify the Settlement within thirty (30) days after the
3 expiration of the opt-out period set forth above if Ten Percent (10%) or more of the Settlement Class
4 Members opt-out of this Settlement and fail to become Participating Class Members. In such event,
5 the Parties shall be restored to their respective positions in all respects as though the contemplated
6 settlement never occurred. In the event of such a termination, no party may use the fact that the
7 Parties agreed to settle, or the terms provided herein as an admission, as evidence, or for any other
8 purpose, including, without limitation, to prove any liability or the amount of any sum allegedly owed
9 by any Party. All parties and their counsel shall not encourage opt-outs or objections to this
10 Agreement. The parties specifically agree not to solicit opt-outs, directly or indirectly, through any
11 means.

12 **L. Other Terms**

13 83. Waiver. The waiver by one Party of any breach of this Agreement by another Party
14 shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

15 84. Parties' Authority. The signatories hereto represent that they are fully authorized to
16 enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions hereof.

17 85. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
18 accomplish the terms of this Stipulation of Settlement, including but not limited to, execution of such
19 documents and to take such other action as may reasonably be necessary to implement the terms of
20 this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts,
21 including all efforts contemplated by this Stipulation of Settlement and any other efforts that may
22 become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and
23 the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement,
24 Class Counsel shall, with the assistance and cooperation of Defendant and Defendant's counsel, take
25 all necessary steps to secure the Court's preliminary and final approval of the settlement, and the final
26 entry of judgment.

27 86. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they
28 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or

1 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
2 or rights released and discharged by this Stipulation of Settlement.

3 87. No Admission. Defendant denies any and all liability to any Settlement Class Member
4 in this Action, as to any and all causes of action that were asserted or that might have been asserted
5 in this Action. Nonetheless, Defendant wishes to settle and compromise the matters at issue in the
6 Complaint to avoid further substantial expense and the inconvenience and distraction of protracted
7 and burdensome litigation. Defendant also has taken into account the uncertainty and risks inherent
8 in litigation, and without conceding any infirmity in the defenses that it has asserted or could assert
9 against Plaintiff, has determined that it is desirable and beneficial that Plaintiff's claims be settled in
10 the manner and upon the terms and conditions set forth in this Agreement.

11 88. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
12 Order, nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be
13 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
14 Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
15 Stipulation of Settlement with the intention of avoiding further disputes and litigation with the
16 attendant inconvenience and expenses. This Stipulation of Settlement is a settlement document, and
17 it, along with all related documents such as the notices, and motions for preliminary and final
18 approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence
19 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the
20 settlement, and/or interpret or enforce this Stipulation of Settlement. The stipulation for class
21 certification as part of this Stipulation of Settlement is for settlement purposes only and if, for any
22 reason the settlement is not approved, the stipulation will be of no force or effect.

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

27 To the Settlement Class:
28 Mehrdad Bokhour, Esq.

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To Defendant:

Christopher B. Cato, Esq.
ccato@grsm.com
Lindsay C. David, Esq.
ldavid@grsm.com
101 W. Broadway, Suite 2000
Tel: (213) 576-5066

90. Construction. 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 that 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 or its counsel participated in the drafting of this Stipulation of Settlement. Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

91. Captions and Interpretations. 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 hereof. Each term of this Stipulation of Settlement is contractual and not merely a recital.

92. Modification. 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 all of the Parties hereto.

1 93. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this
2 Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written
3 notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiff and
4 Defendant agree to seek the help of the Mediator to resolve any dispute they are unable to resolve
5 informally. During this period, the Parties shall bear their own attorneys’ fees and costs. This
6 provision shall not apply to any legal action or other proceeding instituted by any person or entity
7 other than Plaintiff or Defendant.

8 94. Choice of Law. This Settlement Agreement shall be governed by and construed,
9 enforced and administered in accordance with the laws of the State of California, without regard to
10 its conflicts-of-law rules.

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

16 96. Invalidity of Any Provision. The Parties request that before declaring any provision
17 of this Stipulation invalid, the Court shall first attempt to construe all provisions valid to the fullest
18 extent possible consistent with applicable precedents.

19 97. Binding On Assigns. This Stipulation of Settlement shall be binding upon and inure
20 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
21 successors and assigns.

22 98. Signatures of All Settlement Class Members Unnecessary to be Binding. It is agreed
23 that, because the members of the Settlement Class are numerous, it is impossible or impractical to
24 have each Class member execute this Stipulation of Settlement. The Notice Packet will advise all
25 Settlement Class Members of the binding nature of the release provided herein and such shall have
26 the same force and effect as if each Settlement Class Member executed this Stipulation of Settlement.

27 99. Counterparts. This Stipulation of Settlement may be executed in counterparts, and
28 when each Party has signed and delivered at least one such counterpart, each counterpart shall be

1 deemed an original, and, when taken together with other signed counterparts, shall constitute one
2 fully signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties.
3 Electronic signatures shall have the same force and effect as an original.


4 100. Invalid Without Court Approval. This Agreement is subject to approval by the Court.
5 In the event the Settlement is not approved, it shall be deemed null and void, of no force and effect,
6 and the Parties represent, warrant, and covenant that in such event it will not be admitted in the Action
7 as an admission, as evidence, or used for any other purpose in the Action.

8 101. No Tax Advice. Nothing contained herein constitutes legal advice regarding the
9 taxability of any amounts paid in connection with the Settlement, nor should anything contained
10 herein be relied upon as such advice.

11 **IT IS SO AGREED.**
12 4/12/2022

13 Dated: April __, 2022

CLASS REPRESENTATIVE:

DocuSigned by:

E5A6CA6FA88C470...

HECTOR ARZOLA

16 Dated: April __, 2022

DEFENDANT:

19 By: _____
20 Its: _____
ALL STAR GLAS, INC.

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1 deemed an original, and, when taken together with other signed counterparts, shall constitute one
2 fully signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties.
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9 taxability of any amounts paid in connection with the Settlement, nor should anything contained
10 herein be relied upon as such advice.

11 **IT IS SO AGREED.**

12 Dated: April __, 2022

CLASS REPRESENTATIVE:

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HECTOR ARZOLA

16 Dated: April 19, 2022

DEFENDANT:

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By: *Bob Schrage*
Its: *President*

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ALL STAR GLAS, INC.

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1 **APPROVED AS TO FORM**

4/12/2022

2 DATED: April __, 2022

BOKHOUR LAW GROUP, P.C.

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DocuSigned by:

Mehrdad Bokhour

BY: _____
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MEHRDAD BOKHOUR

ANWAR D. BURTON

Attorneys for Plaintiff, HECTOR ARZOLA,
on behalf of himself and all others similarly situated

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4/13/2022

8 DATED: April __, 2022

MELMED LAW GROUP PC

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DocuSigned by:

Jonathan Melmed

BY: _____
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JONATHAN MELMED

Attorneys for Plaintiff, HECTOR ARZOLA, on behalf
of himself and all others similarly situated

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14 DATED: April __, 2022

GORDON REESE SCULLY MANSUKHANI, LLP

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By: _____

CHRISTOPHER B. CATO

LINDSAY C. DAVID

Attorneys for Defendant, ALL STAR GLASS, INC.

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MEHRDAD BOKHOUR

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ANWAR D. BURTON

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BY: _____

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JONATHAN MELMED

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