

1 and their respective counsel, subject to the terms and conditions hereof and the approval of the
2 Court.

3 **THE PARTIES STIPULATE AND AGREE AS FOLLOWS:**

4 1. On January 18, 2019, Plaintiffs sent a letter to the Labor Workforce Development
5 Agency (“LWDA”) giving notice of claims pursuant to Labor Code § 2698, et seq. and alleging
6 that Defendants violated Labor Code §§ 226(a), 226.7, 226.8, 558, 1194, 1194.2, and 1199 and
7 Wage Order 16-201.

8 2. On January 25, 2019, Plaintiffs filed a Class Action Complaint captioned *Jose*
9 *Mario Castro and Breth Alexander Ponce v. Sola Rentals, Inc., Marin Muoto* and Does 1 thru 50,
10 Case No. 19STCV02041 in the Los Angeles County Superior Court on behalf of themselves and
11 all other similarly situated employees (“Complaint”). The Complaint alleged violations of Labor
12 Code § § 510, 1194, 1194.2, 1199, 226(a) and 226.7, and Business & Professions Code § 17200.
13 The Complaint sought recovery of penalties, pre-judgment and post-judgment interest, issuance of
14 an injunction, restitution and attorney’s fees and costs.

15 3. On February 14, 2019, Plaintiffs sent an amended notice to the LWDA describing
16 “Defendant’s [sic] conduct in violation of the Labor Code.”

17 4. On April 5, 2019, Plaintiffs filed a First Amended Class Action Complaint (the
18 “FAC”) largely raising the same claims and remedies set forth in the Complaint, but adding a
19 Private Attorneys General Act claim pursuant to Labor Code § 2699, et seq. (together with the
20 Complaint, the “Action”).

21 5. On July 24, 2019, Defendants filed and served an Answer to the FAC in the Action,
22 denying all material allegations of the complaint and asserting affirmative defenses. These include
23 denying that the Plaintiffs and Putative Class Members are entitled to any of the penalties,
24 damages, interest, injunctions, or any other relief alleged in or sought by way of the Action, and
25 further denying that the Action can proceed as a class action.

26 6. Plaintiffs and Defendants are collectively referred to herein as “the Parties.”
27

1 by this Settlement, is FIVE HUNDRED TWENTY THOUSAND DOLLARS (\$520,000.00). It is
2 understood and agreed that Defendants' maximum total liability under this Settlement shall not
3 exceed the sum of FIVE HUNDRED TWENTY THOUSAND DOLLARS (\$520,000.00).

4 **TERMS OF SETTLEMENT**

5 21. **NOW THEREFORE**, in consideration of the mutual covenants, promises and
6 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

7 a. It is agreed by and among Plaintiffs and Defendants that this case and any claims,
8 damages, or causes of action arising out of the disputes which are the subject of this case, be
9 settled and compromised as between the Class and Defendants, subject to the terms and conditions
10 set forth in this Stipulation of Settlement and the approval of the Los Angeles Superior Court.

11 b. Conditional Certification of the Settlement Class: The Parties stipulate to the
12 conditional certification of the Settlement Class as defined herein for settlement purposes only. As
13 set forth in the provisions below, the certification for settlement purposes is void and all terms of
14 this Settlement are void if this Settlement is not approved by the Court. The Parties further
15 stipulate that for settlement purposes only, the law firm of Kingsley & Kingsley, APC and Chami
16 Law, PC may be appointed as Class Counsel, and that Plaintiffs Jose Mario Castro and Breth
17 Alexander Ponce may be appointed the Class Representatives. Defendants' stipulation to the
18 Settlement Class shall not be construed as an admission or acknowledgement of wrongdoing of
19 any kind or that any class should be certified or given collective action treatment.

20 c. *Final Effective Date*: The settlement embodied in this Stipulation of Settlement
21 shall become effective when all of the following events have occurred: (i) this Stipulation of
22 Settlement has been executed by all Parties and by Counsel for the Class and Defendants; (ii) the
23 Court has given Preliminary Approval to the settlement; (iii) notice has been given to the putative
24 members of the Class, providing them with an opportunity to opt out of the settlement; (iv) the
25 Court has held a formal fairness hearing and entered a Final Order and Judgment certifying the
26 Class and approving this Stipulation of Settlement ("Final Approval"); and (v) in the event there
27 are written objections filed prior to the formal fairness hearing which are not later withdrawn, the

1 later of the following events: when the period for filing any appeal, writ or other appellate
 2 proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate
 3 proceeding having been filed; or any appeal, writ or other appellate proceeding opposing the
 4 Settlement has been voluntarily or involuntarily dismissed finally and conclusively with no right
 5 to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld
 6 the Court’s final order with no right to pursue further remedies or relief. In this regard, it is the
 7 intention of the Parties that the Settlement shall not become effective until the Court’s order
 8 approving the Settlement is completely final, and there is no further recourse by an appellant or
 9 objector who seeks to contest the Settlement. If there are no objections filed then the Parties agree
 10 that the later of the date of the Final Approval Order and entry of judgment thereon shall be the
 11 Final Effective Date. For purposes of determining the Final Effective Date, the Class Members
 12 and Defendants agree that only California Courts have jurisdiction over any such appeals, except
 13 for any appellate procedure over which the United States Supreme Court may exercise
 14 jurisdiction.

15 d. *Establishment of Gross Fund Value:* Defendants shall pay no more than a sum equal
 16 to Five Hundred Twenty Thousand Dollars (\$520,000.00) that shall be referred to herein as a
 17 Gross Fund Value (“GFV”) to fund the settlement of this Action.

18 e. *Calculation of Net Settlement Fund:* The Net Settlement Fund (“NSF”) will
 19 constitute the total sum from which Class Members will be paid after Court-approved attorney’s
 20 fees and costs, administration costs, penalties, and enhancement payment described herein are
 21 subtracted from the GFV.

Attorney’s fees	Up To	\$ 174,000.00
Attorney’s costs	Up To:	\$ 7,500.00

1	Incentive Payment to Named Plaintiffs	Up To:	\$ 7,500 each
2			
3	Claims Administration	Up To:	\$15,176.00
4			
5	LWDA Payment	Up To:	\$ 15,000.00
6			(with 75% to the
7			LWDA and 25%
8			to remain in the
9			NSF)

8 Therefore the NSF amount to be allocated to the Class is at least Two Hundred and Ninety
9 Seven Thousand Seventy Four Dollars (\$297,074.00).

10 f. *Cost of Administration:* The budget for claims administration shall be Fifteen
11 Thousand One Hundred Seventy-Six Dollars (\$15,176.00), which shall be used to pay the cost of
12 notice and administration of the claims procedure, including expenses incurred during the
13 administration of the settlement. Any funds remaining after the Claims Period, as defined below,
14 has closed shall be reallocated, if feasible, to the NSF.

15 g. *Settlement Payments to Class Members and Discharge of Defendants' Obligation to*
16 *the Class:* A Class Member who does not file a request for exclusion is considered a Settlement
17 Class Member. All Class Members, unless they have filed a request for exclusion, shall be deemed
18 to be within the Class for all purposes under this Stipulation of Settlement, shall be bound by the
19 terms and conditions of this Stipulation of Settlement, including all orders issued pursuant thereto,
20 and shall be deemed to have waived all unstated objections and opposition to the fairness,
21 reasonableness, and adequacy of this Stipulation of Settlement, and any of its terms.

22 (i). *Calculation of Settlement Payments:* Settlement Payments will be calculated as
23 follows: The NSF will be divided proportionately to the entire class based on each
24 Class Member's total earnings over the course of the Class Period as reflected in
25 Defendants' business records. This calculation will result in an amount reflecting the
26 settlement value to be assigned to eligible Class Member (the "Pro Rata Settlement
27 Value").

1 (ii). *Right of Class Member to Object or Request Exclusion from the Settlement:* Class
2 Members have sixty (60) calendar days (“Response Deadline”) from the original
3 date of mailing the Notice and Notice of Settlement Payment within which to file an
4 objection to or a request exclusion from the Settlement. To object, a Class Member
5 must mail a written objection to the Settlement Administrator by the Response
6 Deadline and the Settlement Administrator shall ensure that copies of the objection
7 are filed with the Court and circulated to all parties. Class Counsel and Defense
8 Counsel may file responses to any written objections submitted to the Court. Class
9 Members may appear at the final approval hearing to object regardless of whether a
10 written objection was submitted. Class Members may opt out of the Settlement
11 established by this Agreement only by making an effective Opt-Out Request. An
12 Opt-Out Request must be made in writing, indicate that the Class Member wishes to
13 opt out (or words to that effect) and be signed by the Class Member seeking
14 exclusion from the Settlement. The Opt-Out Request must contain the name,
15 address, and last four digits of the Social Security Number or employee
16 identification number of the person requesting exclusion. The Opt-Out Request must
17 be completed by the Class Member seeking exclusion from the Settlement and
18 mailed by the Response Deadline. No other person, with the exception of a Class
19 Member’s attorney, may opt out for a Class Member. Any Class Member who
20 properly opts out of the Class using this procedure will not be entitled to any
21 payment hereunder and will not be bound by the Settlement or have any right to
22 object, appeal or comment thereon.

23 (iii). *Allocation of Settlement Payments:* The Parties have agreed that individual
24 payments payable to eligible Class Members will be allocated as 25% wages and
25 75% non-wage earnings, including “interest and penalties”, for which IRS Forms
26 1099 will be issued. Defendant is responsible for its share of the payroll taxes
27

1 outside of the Gross Settlement Fund. The claims administrator will be responsible
2 for sending out the appropriate tax forms.

3 (iv). *Penalties Pursuant to California Labor Code § 2699 (the "Private Attorney*
4 *General's Act". or "PAGA")*: The Parties agree to use Fifteen Thousand Dollars
5 (\$15,000.00) of the maximum settlement amount to settle and resolve Defendants'
6 alleged liability based upon Plaintiff's Complaint for penalties pursuant to PAGA.
7 Such a payment is merely for purposes of settling this disputed claim. It is without
8 any admission, fault, or liability that any of the Defendants violated any section(s) of
9 the Labor Code. Seventy-five percent (75%) of the Fifteen Thousand Dollars
10 (\$11,250.00) payment will be paid to the Labor and Workforce Development
11 Agency ("LWDA") pursuant to Labor Code § 2699(i).

12 (v). *Mailing of Settlement Payment and Related Settlement Payments*: Defendants shall
13 fund the Court-approved attorney's fees and costs, penalties, enhancement payment,
14 payment to the LWDA, and the Settlement Payments to the Claims Administrator in
15 two (2) equal payments as follows: first payment due sixty (60) days after
16 Preliminary Approval and second payment due ten (10) days after the Final
17 Effective Date. The Claims Administrator shall cause the Settlement Payments to be
18 mailed in the form of a check to the Settlement Class Members within fifteen (15)
19 calendar days from the receipt of the funds from the Defendants. In addition, the
20 Claims Administrator shall pay attorney's fees, attorney's costs, the incentive
21 payment to the Class Representative, the payment to the LWDA, and the payment to
22 the Claims Administrator within fifteen (15) calendar days from the receipt of the
23 funds from the Defendants. In the conditions of the Settlement set forth in this
24 Settlement Agreement are not satisfied, or if either Party terminates and withdraws
25 from the Settlement, or if the Court does not enter judgment consistent with this
26 Stipulation, or if appellate review is sought and on such review the Court's decision
27 is materially modified or reversed, or, if one or more of the terms of the Settlement

1 is not approved or the Settlement with respect to one or more such terms is
2 materially modified or reversed, then the initial deposit of funds shall be
3 immediately, and in no event more than 5 business days, returned to Defendants.

4 h. *Attorney's Fees and Attorney's Costs:* Subject to Court approval and/or
5 modification, Class Counsel may apply for a fee and cost award as set forth in Paragraph 24, et
6 seq., below.

7 i. *Payment to Class Representative:* Subject to Court approval, Named Plaintiffs shall
8 be entitled to an enhancement fee of up to \$7,500 each. As a condition to receiving the
9 enhancement fee, the Class Representative must execute a General Release, which includes a
10 waiver under Civil Code § 1542, in a form acceptable to Defendants, of all claims against
11 Defendants and Released Parties. Defendants will not object to Class Counsel's application for
12 Court Approval of the enhancement fee to the Class Representative as defined herein. It is
13 understood that the enhancement fee is in addition to Plaintiffs' claim share to which she may be
14 entitled along with other Settlement Class Members.

15 (i). The Claims Administrator will issue Forms 1099 for the enhancement fee to
16 Plaintiffs for their service as Class Representatives, and the Class Representatives
17 will be responsible for correctly characterizing this compensation for tax purposes
18 and for paying any taxes on the amounts received.

19 (ii). The enhancement fees, if any, approved by the Court to the Plaintiffs shall be paid
20 by the Claims Administrator on the same date Settlement Class Members are
21 compensated, provided Plaintiffs have met the conditions set forth in this paragraph
22 20(i).

23 j. *Right to Rescission:* If more than five percent (5%) of the putative Class Members
24 opt out of the Settlement Class by submitting valid and timely Request for Exclusion, Defendants
25 shall have the right in their sole discretion to rescind and void the Parties' settlement prior to final
26 approval by the Court by giving written notice to Class Counsel.

1 m. *Termination of Settlement Agreement:* If the conditions of the Settlement set forth
2 in this Settlement Agreement are not satisfied, or if either Party terminates and withdraws from the
3 Settlement, or if the Court does not enter judgment consistent with this Stipulation, or if appellate
4 review is sought and on such review the Court's decision is materially modified or reversed, or, if
5 one or more of the terms of the Settlement is not approved or the Settlement with respect to one or
6 more such terms is materially modified or reversed, then this Settlement shall be canceled,
7 terminated, and shall have no force or effect. If Final Approval does not occur, or if this
8 Settlement is terminated, revoked, or canceled pursuant to its terms, the Parties to this Settlement
9 shall be deemed to have reverted to their respective status as of the date and time immediately
10 prior to the execution of this Settlement.

11 **CLAIMS ADMINISTRATION**

12 22. The Parties have agreed to the appointment of JND Legal Administration Co. to
13 perform the customary duties of Claims Administrator. The Claims Administrator will send out to
14 the Class Members the Notice of Pendency of Class Action and Proposed Settlement and the
15 Notice of Settlement Payment. Upon receipt of sufficient funds from Defendants to compensate all
16 claimants, the Claims Administrator will issue and send out Settlement Payment checks to
17 Settlement Class Members, and will issue tax forms in accordance with this Stipulation of
18 Settlement. All disputes relating to the Claims Administrator's performance of its duties shall be
19 referred to the Court, if necessary, which will have continuing jurisdiction over the terms and
20 conditions of this Stipulation of Settlement until all payments and obligations contemplated by
21 this Stipulation of Settlement have been fully carried out.

22 23. In the event of any disagreement between an actual or potential Settlement Class
23 Member and Defendants regarding the right to receive a Settlement Payment or the amount of the
24 Settlement Payment, the following dispute resolution procedure shall be used: The actual or
25 potential Class Member shall send a written statement along with any supporting evidence to
26 the Claims Administrator. The Claims Administrator shall provide this information to Defendants'
27 Counsel and Class Counsel for review. If the Parties cannot thereafter resolve the disagreement,

1 Defendants shall also provide their records to the Claims Administrator. Disputes shall be resolved
2 by the Class Administrator, based on a review of Defendants' records and the Class Member's
3 records. The decision of the Claims Administrator with regard to the amount of the Settlement
4 Payment, if any, that the person is entitled to receive shall be final, non-appealable, and binding on
5 the person and Defendants.

6 24. Defendants will comply with any and all federal, state, and local tax reporting
7 obligations in connection with the payments made to the Class Representative, Settlement Class
8 Members, and Class Counsel pursuant to this Stipulation of Settlement, but Defendants are not
9 and will not be obligated to compute, estimate, or pay any taxes on behalf of the Class
10 Representative, any Class Member, or Class Counsel.

11 **ATTORNEY'S FEES AND COSTS**

12 25. In consideration for settling this matter and in exchange for the release of all claims
13 by the Class, and subject to final approval and/or modification by the Court, Plaintiffs may apply
14 for Class Counsel attorney's fees up to the total sum of One Hundred and Seventy Four Thousand
15 Dollars and Zero Cents (\$174,000.00) and attorney's costs up to the total sum of Seven Thousand
16 Five Hundred Dollars (\$7,500.00). Defendants will not object to Class Counsel's application or
17 attorney's fees and costs up to these amounts. The amounts set forth above will cover all work
18 performed and all fees and costs incurred to date, and all work to be performed and all fees and
19 costs to be incurred in connection with the approval by the Court of this Stipulation of Settlement,
20 the administration of the Settlement, and obtaining a judgment.

21 **NOTICE TO THE PLAINTIFF CLASS**

22 26. A Notice of Pendency of Class Action, Proposed Settlement and Hearing Date for
23 Court Approval ("Notice of Pendency of Class Action") in substantially the form attached hereto
24 as Exhibit "1," and as approved by the Court, shall be sent by the Claims Administrator to the
25 Class Members, by first class U.S. mail. Attached to the Notice of Pendency of Class Action will
26 be a Notice of Settlement Payment, in substantially the form attached hereto as Exhibit "2," and as
27 approved by the Court. Any returned envelopes from this mailing with forwarding addresses will

1 be utilized by the Claims Administrator to forward the Notice and Notice of Settlement Payment
2 to the Class Members. If no forwarding address is provided, then the Claims Administrator shall
3 promptly attempt to determine a correct address using a skip-trace, computer, or other search
4 using the name, address, and/or social security number of the Class Member involved, and then
5 shall perform a remailing.

6 a. No later than ten (10) days after preliminary approval of this Settlement by the
7 Court, Defendants shall provide the Claims Administrator a database, which will list for each
8 Class Member the Class Member's name, last known address, social security number (if known),
9 dates of engagement during the Class Period, and proportionate share of the Net Settlement Fund
10 ("Class Data"). This database shall be based on Defendants' business records and in a format
11 acceptable to the Claims Administrator. Defendants agrees to consult with the Claims
12 Administrator prior to the production date to ensure that the format will be acceptable to the
13 Claims Administrator. Class Data shall be used by the Claims Administrator solely for the purpose
14 of calculating settlement shares, notifying the Class Members of the Settlement, and tax reporting.
15 The Claims Administrator shall run the Class Data list through the National Change of Address
16 database, and will use the most recent address for each Class Member, either from Defendants'
17 records or the National Change of Address database, when mailing the Class Notice. Within ten
18 (10) days of receipt of the database from Defendants, the Claims Administrator will mail the
19 Notice of Pendency of Class Action and Notice of Settlement Payment (collectively "Notice
20 Packet") to the Class Members.

21 b. Notice Packets returned to the Claims Administrator as non-delivered shall be resent
22 to the forwarding address, if any, on the returned envelope and a Class Member who is re-mailed a
23 Notice shall have at least thirty (30) days to respond to the Class Notice. If there are less than
24 thirty (30) days remaining in the Response Deadline at the time a Notice is remailed, that Class
25 Member shall be given (30) days from the date of the re-mailing to respond Upon completion of
26 these steps by the Claims Administrator, the Parties shall be deemed to have satisfied their
27 obligation to provide the Notice of Pendency of Class Action and Settlement to the affected

1 member of the Class. The affected Class Member shall remain a member of the Class and shall be
2 bound by all the terms of the Stipulation of Settlement and the Court's Order and Final Judgment.

3 c. Class Counsel shall provide to the Court, at the time of the filing of the Final
4 Approval Motion, a declaration by the Claims Administrator of due diligence and proof of mailing
5 with regard to the mailing of the Notice Packets.

6 **RELEASE BY THE CLASS**

7 27. Upon final approval of this Stipulation of Settlement by the Court, and except as to
8 such rights or claims as may be created by this Stipulation of Settlement, the Settlement Class and
9 each member of the Class who has not submitted a valid Request for Exclusion, fully releases and
10 discharges Defendants, their present and former parent companies, subsidiaries, related or
11 affiliated companies, shareholders, owners, officers, directors, employees, agents, attorneys,
12 insurers, successors and assigns, and any individual or entity which could be jointly liable with
13 Defendants, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
14 expenses, attorney's fees, damages, actions or causes of actions stated in the Complaint, actions or
15 causes of action alleged, or which could have been alleged based on the facts set forth in the
16 complaint during the Class Period. The release of PAGA claims is limited to facts and claims
17 raised in Plaintiff's notice letter to the LWDA. This release shall become effective upon full
18 payment of the Gross Fund Value. This release excludes the release of claims not permitted by
19 law.

20 **RELEASED CLAIMS BY THE CLASS REPRESENTATIVE**

21 28. Class Representatives hereby fully release and forever discharge Defendants and
22 Defendants' respective present and former officers, directors, employees, shareholders, agents,
23 trustees, representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates,
24 predecessors, successors, assigns, and any individual or entity that could be jointly liable with
25 Defendants, from any and all claims, causes of action, damages, wages, benefits, expenses,
26 penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of
27 relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected

1 or unsuspected, that they presently have against Defendants, including but not limited to (1) the
2 Action and any claims arising out of or related to the Action, (2) any claims for wrongful
3 termination, discrimination, harassment, and/or retaliation, (3) any act, omission, or occurrence in
4 the Action and any claims arising out of or related to the Action taking place on or before the
5 Effective Date of the Settlement, and (4) and any other form of relief or remedy of any kind,
6 nature, or description whatsoever, whether premised on statute, contract, tort or other theory of
7 liability under state, federal or local law encompassed in the Action and any claims arising out of
8 or related to the Action. Class Representatives' Released Claims also include all claims for lost
9 wages and benefits, emotional distress, retaliation, punitive damages, and attorney's fees and costs
10 arising under federal, state, or local laws for discrimination, harassment, and wrongful
11 termination. This release excludes the release of claims not permitted by law.

12 29. Class Representatives hereby agree that, notwithstanding § 1542 of the California
13 Civil Code, all claims that they may have, known or unknown, suspected or unsuspected, in the
14 Action and any claims arising out of or related to the Action are hereby released. § 1542 provides:

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

18 30. Class Representatives expressly waive the provisions of § 1542 with full knowledge
19 and with the specific intent to release all known or unknown, suspected or unsuspected claims
20 arising on or before the Effective Date of the Settlement, and therefore specifically waives the
21 provisions of any statute, rule, decision or other source of law of the United States or of any state
22 of the United States or any subdivision of a state which prevents release of unknown claims.

23 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

24 31. The Parties shall promptly submit this Stipulation of Settlement to the Los Angeles
25 County Superior Court in support of Plaintiffs' Motion for Preliminary Approval and
26 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon
27

1 execution of this Stipulation of Settlement, the Parties shall apply to the Court for the entry of an
2 order substantially in the following form:

3 a. Scheduling a fairness hearing on the question of whether the proposed settlement,
4 including payment of attorney's fees and costs, and the Class Representatives' enhancement fee,
5 should be finally approved as fair, reasonable and adequate as to the members of the Settlement
6 Class;

7 b. Certifying the Settlement Class;

8 c. Approving as to form and content the proposed Notice of Pendency of Class Action
9 and Proposed Settlement;

10 d. Approving as to form and content the proposed Notice of Settlement Payment;

11 e. Directing the mailing of the Notice of Pendency of Class Action and Notice of
12 Settlement Payment, by first class U.S. mail to the Class Members;

13 f. Preliminarily approving the settlement subject only to the objections of Class
14 Members and final review by the Court; and

15 g. Enjoining Class Representatives and all Class Members from filing or prosecuting
16 any claims, suits or administrative proceedings (including filing claims with the California
17 Division of Labor Standards Enforcement) regarding claims released by the Settlement unless and
18 until such Class Members have filed a valid Request for Exclusion with the Claims Administrator.

19 **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

20 32. Following final approval by the Court of the settlement provided for in this
21 Stipulation of Settlement, Counsel for the Class will submit a proposed final order and judgment,
22 which contains, among other things, provisions:

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

25 b. Approving Class Counsel's application for an award of attorney's fees and costs;
26 and

27 c. Approving the enhancement fee to the Class Representative.

1 **PARTIES' AUTHORITY**

2 33. The signatories represent that they are fully authorized to enter into this Stipulation
3 of Settlement and bind the Parties hereto to the terms and conditions thereof.

4 **MUTUAL FULL COOPERATION**

5 34. The Parties agree to fully cooperate with each other to accomplish the terms of this
6 Stipulation of Settlement, including but not limited to, execution of such documents and taking
7 such other action as reasonably may be necessary to implement the terms of this Stipulation of
8 Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all
9 efforts contemplated by this Stipulation of Settlement and any other efforts that may become
10 necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the
11 terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement,
12 Class Counsel shall, with the assistance and cooperation of Defendants and their Counsel, take all
13 necessary steps to secure the Court's Final Approval of this Stipulation of Settlement.

14 35. Defendants and their counsel agree that they will not attempt to encourage or
15 discourage Class Members from participating in the settlement. Plaintiffs and their Counsel agree
16 they will not attempt to encourage or discourage Class Members from participating in the
17 settlement.

18 **NO PRIOR ASSIGNMENTS**

19 36. The Parties and their Counsel represent, covenant, and warrant that they have not
20 directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
21 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
22 action or rights herein released and discharged except as set forth herein.

23 **NO ADMISSION**

24 37. Nothing in this Stipulation of Settlement shall be construed to be or deemed an
25 admission by Defendants of any liability, culpability, negligence, or wrongdoing toward the Class
26 Representative, the Class Members, or any other person, and Defendants specifically disclaim any
27 liability, culpability, negligence, or wrongdoing toward the Class Representative, the Class

1 Members, or any other person, and further deny that class certification or representative action
2 treatment is appropriate. Each of the Parties has entered into this Stipulation of Settlement with the
3 intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and
4 contingencies. This Stipulation of Settlement, any related court documents or orders, may not be
5 cited or otherwise admitted as evidence of liability or that class certification or representative
6 action treatment is appropriate. There has been no final determination by any Court as to the
7 merits of the claims asserted by Plaintiffs against Defendants or as to whether a class should be
8 certified, other than for settlement purposes only.

9 ENFORCEMENT ACTIONS

10 38. In the event that one or more of the Parties to this Stipulation of Settlement institutes
11 any legal action or other proceeding against any other Party or Parties to enforce the provisions of
12 this Stipulation of Settlement or to declare rights and/or obligations under this Stipulation of
13 Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party
14 or Parties reasonable attorney's fees and costs, including expert witness fees incurred in
15 connection with any enforcement actions.

16 NOTICES

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

21 TO PLAINTIFFS AND THE SETTLEMENT CLASSES: TO DEFENDANTS:

22
23 Eric B. Kingsley, Esq.
eric@kingsleykingsley.com
24 Liane Katzenstein Ly, Esq.,
liane@kingsleykingsley.com
25 Ari J. Stiller, Esq. (SBN 294676)
ari@kingsleykingsley.com
26 Lyubov Lerner, Esq. (SBN 311762)
luba@kingsleykingsley.com
27 16133 Ventura Blvd., Suite 1200

Michael L. Mallow
mmallow@shb.com
Mark D. Campbell
mdcampbell@shb.com
Shook Hardy and Bacon L.L.P.
2049 Century Park East, Suite 3000
Los Angeles, CA 90067
Telephone: (424) 285-8330

1 Encino, CA 91436
2 Telephone: (818) 990-8300
3 Facsimile: (818) 990-2903

Facsimile: (424) 204-9093

Attorneys for Defendants

4 CHAMI LAW PC
5 Pouya B. Chami, Esq. (SBN 262965)
6 pchami@chamilaw.com
7 11845 W Olympic Blvd, Ste 1000
8 Los Angeles, CA 90064-5066
9 Telephone: (310) 484-5001
10 Facsimile: (310) 484-5002

Attorneys For Plaintiffs

CONSTRUCTION

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

CAPTIONS AND INTERPRETATIONS

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

MODIFICATION

20 42. This Stipulation of Settlement may not be changed, altered, or modified, except in
21 writing and signed by the Parties hereto, and approved by the Court. This Stipulation of
22 Settlement may not be discharged except by performance in accordance with its terms or by a
23 writing signed by the Parties hereto. Without further order of the Court, the Settling Parties hereto
24 may agree in writing to reasonable extensions of time to carry out any of the provisions of the
25 Settlement.
26
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1 **INTEGRATION CLAUSE**

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

7 **BINDING ON ASSIGNS**

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

11 **CLASS COUNSEL SIGNATORIES**

12 45. It is agreed that because the members of the Class are so numerous, it is impossible
13 or impractical to have each member of the Class execute this Stipulation of Settlement. The Notice
14 of Pendency of Class Action and Proposed Settlement, Exhibit “1” hereto, will advise all Class
15 Members of the binding nature of the release, and the release shall have the same force and effect
16 as if this Stipulation of Settlement were executed by each Class Member.

17 **COUNTERPARTS**

18 46. This Stipulation of Settlement may be executed in counterparts, and when each party
19 has signed and delivered at least one such counterpart, each counterpart shall be deemed an
20 original, when taken together with other signed counterparts, shall constitute one Stipulation of
21 Settlement, which shall be binding upon and effective as to all Parties.

22 **DEADLINES FALLING ON WEEKENDS OR HOLIDAYS**

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

26 **CONFIDENTIALITY**

1 48. The Parties and their Counsel agree that they will not issue any press releases,
2 initiate any contact with the press, respond to any press inquiry or have any communication with
3 the press about the fact, amount or terms of the settlement prior to preliminary approval. In
4 addition, the Parties and their Counsel agree that they will not engage in any advertising or
5 distribute any marketing materials relating to the settlement of this case prior to preliminary
6 approval, including but not limited to any postings on any websites maintained by Class Counsel.

7 **CALIFORNIA LAW APPLIES**

8 49. The rights and obligations of the Parties hereunder shall be construed and enforced
9 in accordance with, and shall be governed by, the laws of the State of California, without regard to
10 principles of conflict of laws.

11 **CURING PROVISION HELD INVALID**

12 50. If any provision of this Settlement or the application thereof is held invalid, the
13 Parties shall, consistent with the Mutual Full Cooperation paragraph, meet and confer in an
14 attempt to modify the Settlement so that such invalidation shall not affect other provisions or
15 applications of this Settlement.

16 **COURT JURISDICTION**

17 51. This Agreement shall be enforceable by the Court and the Court shall retain
18 jurisdiction over the Parties and the Class Members to enforce the terms, conditions and
19 obligations of this Agreement.

20 **EFFECT OF NON-APPROVAL**

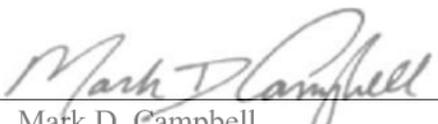
21 52. In the event that this Settlement does not gain approval of the Court, for any reason,
22 all matters covered by this Settlement shall be null and void. In such event, nothing in this
23 Stipulation or any draft thereof, or of any of the other related documents or draft thereof, or of the
24 discussion, negotiation, documentation, or other part or aspect of the Parties' settlement
25 discussions leading to the execution of this Stipulation shall have any effect, nor shall any such
26 matter be admissible in evidence for any purpose in the Action or in any other proceeding or
27 forum, nor shall any such matter be used or construed by or against any Party as a determination,

1 admission, or concession of any issue of law or fact in this, or any other litigation or proceeding,
2 and the Parties do not waive, and instead expressly reserve, their respective rights with respect to
3 the prosecution and defense of the Action as if this Stipulation never existed.

4 ///

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6 Dated: October 7, 2020

Respectfully submitted,
SHOOK, HARDY & BACON L.L.P.

8
9 By: 
10 Mark D. Campbell
11 Attorneys for Defendants
12 Sola Rentals, Inc. and Martin
Muoto

13 Dated: June ___, 2020

Respectfully submitted,
KINGSLEY & KINGSLEY, APC

16 By: _____
17 Liane Katzenstein Ly
18 Eric B. Kingsley, Esq.
Attorneys For Plaintiffs

19 Dated: June ___, 2020

21 By: _____
22 Martin Muoto
23 Representative for Defendants Sola
Rentals, Inc., and on behalf of
himself

24 Dated: June ___, 2020

26 By: _____
27 Jose Mario Castro

1 admission, or concession of any issue of law or fact in this, or any other litigation or proceeding,
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Respectfully submitted,
SHOOK, HARDY & BACON L.L.P.

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By: _____
Mark D. Campbell
Attorneys for Defendants
Sola Rentals, Inc. and Martin
Muoto

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12
13 Dated: June __, 2020

Respectfully submitted,
KINGSLEY & KINGSLEY, APC

15

16 By:  _____
Liane Katzenstein Ly
Eric B. Kingsley, Esq.
Attorneys For Plaintiffs

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18
19 Dated: June __, 2020

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21 By: _____
Martin Muoto
Representative for Defendants Sola
Rentals, Inc., and on behalf of
himself

22
23 Dated: October 14, 2020

24
25
26 By:  _____
Jose Mario Castro

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Dated: June __, 2020

Respectfully submitted,
SHOOK, HARDY & BACON L.L.P.

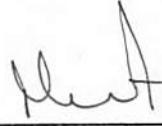
By: _____
Mark D. Campbell
Attorneys for Defendants
Sola Rentals, Inc. and Martin
Muoto

Dated: June __, 2020

Respectfully submitted,
KINGSLEY & KINGSLEY, APC

By: _____
Liane Katzenstein Ly
Eric B. Kingsley, Esq.
Attorneys For Plaintiffs

Dated: ~~June __, 2020~~
October 7, 2020

By:  _____
Martin Muoto
Representative for Defendants Sola
Rentals, Inc., and on behalf of
himself

Dated: June __, 2020

By: _____
Jose Mario Castro

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Dated: October 14, 2020

By: 
Breth Alexander Ponce