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on behalf of herself, and on behalf of all persons
similarly situated

[ADDITIONAL COUNSEL ON NEXT PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

KATSIARYNA KARNACHOVA, an individual,
on behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

INTO NORTH AMERICA, INC., a Delaware
corporation; and DOES 1 through 50, Inclusive,

Defendants.

Case No.: 37-2021-00023758-CU-OE-CTL

*[Assigned for all purposes to Hon. Gregory W.
Pollack, Dept. C-71]*

CLASS ACTION

**JOINT STIPULATION OF
CLASS/REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE OF ALL
CLAIMS**

IMAGED FILE

Complaint filed: May 28, 2021
Trial Date: Not Assigned

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JOINT STIPULATION OF SETTLEMENT

This Joint Stipulation of Class/Representative Action Settlement And Release Of All Claims (“Joint Stipulation of Settlement”) is made by and between Plaintiff KATSIARYNA KARNACHOVA, on behalf of herself and all members of the Settlement Class, and in her representative capacity on behalf of the State of California and the other allegedly Aggrieved Employees, as defined below, on the one hand, and Defendant INTO NORTH AMERICA, INC., on the other hand, in the Action. This Joint Stipulation of Settlement resolves all claims that were asserted or could have been asserted against Defendant INTO NORTH AMERICA, INC. and the other Released Parties pertaining to the claims in the Action.

I. DEFINITIONS

A. Action. The term “Action” as used herein means the pending civil action entitled *Katsiaryna Karnachova v. Into North America, Inc.*, filed on May 28, 2021, in San Diego County Superior Court, Case No. 37-2021-00023758-CU-OE-CTL.

B. Administrative Costs. The term “Administrative Costs” as used herein means all administrative costs of settlement, including cost of sending the Notice, claims administration, and any fees and costs incurred or charged by the Claims Administrator in connection with the execution of its duties under this Joint Stipulation of Settlement.

C. Aggrieved Employees. The term “Aggrieved Employees” as used herein means all individuals who were employed by Defendant in California and classified as non-exempt employees during the PAGA Released Claim Period.

D. Claims Administrator. The term “Claims Administrator” as used herein means ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185, which will be responsible for the administration of the settlement pursuant to the terms as provided in Sections VIII-X, XII- XVII of this Joint Stipulation of Settlement.

E. Class Counsel. The term “Class Counsel” as used herein means Nicole Barvié of Barvié Law, APC, Jean-Claude Lapuyade of JCL Law Firm, APLC, and Shani O. Zakay of Zakay Law Group, APC., and all other lawyers of said firms who are (or were at some time) counsel for and acting on behalf of Named Plaintiff and the Settlement Class.

1 **F. Class Data.** The term “Class Data” as used herein refers to the following information about
2 each member of either the Settlement Class: (1) full legal name; (2) last known home address; (3) Social
3 Security Number; and (4) dates of employment during the Released Claims Period that each individual
4 worked as a member of the Settlement Class.

5 **G. Court.** The term “Court” as used herein means the Superior Court of the State of California
6 for the County of San Diego.

7 **H. Days.** The term “Days” refers to calendar days.

8 **I. Defendant.** The term “Defendant” as used herein means Defendant INTO NORTH
9 AMERICA, INC.

10 **J. Defense Counsel.** The term “Defense Counsel” as used herein means the law firm of
11 JACKSON LEWIS P.C.

12 **K. Effective Date.** The term “Effective Date” as used herein means the date when all of the
13 following events have occurred: (1) this Joint Stipulation of Settlement has been executed by all Parties;
14 (2) the Court has entered an Order granting preliminary approval to this Joint Stipulation of Settlement;
15 (3) the Notice has been given to the putative members of the Settlement Class, providing them with an
16 opportunity to object to the terms of this Joint Stipulation of Settlement or to opt out of this Joint
17 Stipulation of Settlement; (4) the Court has held a formal fairness hearing and entered a final Order and
18 Judgment approving the terms of this Joint Stipulation of Settlement, certifying the Settlement Class, and
19 dismissing the Action with prejudice; (5) twenty-one (21) Days have passed since the Court has entered a
20 final Order and Judgment certifying the Settlement Class, dismissing the Action with prejudice, and
21 approving this Joint Stipulation of Settlement; and (6) in the event there are written objections filed prior
22 to the final fairness hearing that are not later withdrawn or denied, the later of the following events: seven
23 (7) Days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s
24 Final Approval has elapsed without any appeal, writ, or other appellate proceeding having been filed; or,
25 if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval has been filed,
26 seven (7) Days after any appeal, writ, or other appellate proceedings opposing this Joint Stipulation of
27 Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.
28

1 **L. Eligible Workweeks.** The term “Eligible Workweeks” as used herein means the number
2 of workweeks worked by the members of the Settlement Class within the Released Claims Period.

3 **M. Employer Payroll Taxes.** The term “Employer Payroll Taxes” means Defendant’s share
4 of taxes that it, as the employer of the putative members of the Settlement Class, is required to pay arising
5 out of or based upon the payment of wages to Participating Class Members pursuant to the terms of this
6 Joint Stipulation of Settlement, including FICA, FUTA, and SUTA obligations.

7 **N. Final Approval.** The term “Final Approval” as used herein means the Court’s issuance of
8 an Order granting the relief set forth in this Joint Stipulation of Settlement and to be requested by Named
9 Plaintiff by way of a Motion for Final Approval and Settlement of Class Action.

10 **O. Maximum Settlement Amount.** The term “Maximum Settlement Amount” as used herein
11 means a fund in the sum of One Hundred Fifty Thousand U.S. Dollars and Zero Cents (\$150,000.00),
12 which shall be paid by or on behalf of Defendant, and from which the Net Settlement Payment,
13 Administrative Costs pursuant to Section XII, a litigation enhancement to Named Plaintiff pursuant to
14 Section XIII, Court-approved attorneys’ fees and litigation costs pursuant to Section XIV, PAGA Payment
15 pursuant to Section XV, employees’ share of taxes, pursuant to Section XVII, statutory penalties, and
16 interest shall be paid, except as provided herein. Defendant will pay the Employer Payroll Taxes in
17 addition to the Maximum Settlement Amount.

18 **P. Named Plaintiff.** The term “Named Plaintiff” as used herein means Katsiaryna
19 Karnachova, the current plaintiff in the Action.

20 **Q. Net Settlement Amount.** The term “Net Settlement Amount” as used herein means the
21 Maximum Settlement Amount minus Administrative Costs, any award of attorneys’ fees and litigation
22 costs, and a litigation enhancement to Named Plaintiff, as provided in Sections XII to XV, respectively.
23 The Net Settlement Amount shall be all-in with no reversion to Defendant.

24 **R. Net Settlement Payment.** The term “Net Settlement Payment” means the total payments
25 to be made to the Participating Class Members pursuant to this Joint Stipulation of Settlement, including
26 Participating Class Members’ share of taxes, penalties, and interest.

1 **S. Notice.** The term “Notice” as used herein shall mean the jointly prepared Notice of
2 Proposed Class Action Settlement, a copy of which is attached as Exhibit “A,” which in substance will be
3 provided to each member of the Settlement Class.

4 **T. Objection.** The term “Objection” refers to the process by which members of the Settlement
5 Class may timely object to the terms and conditions of this Joint Stipulation of Settlement, as set forth in
6 Paragraph VIII(c). However, members of the Settlement Class may not object to the settlement of the
7 PAGA Claim.

8 **U. PAGA.** The Term “PAGA” shall refer to the Labor Code Private Attorneys General Act
9 of 2004, Labor Code sections 2698, *et seq.*

10 **V. PAGA Claim.** The term “PAGA Claim” shall refer to the claim in the Action asserting a
11 cause of action for alleged violations of the PAGA.

12 **W. PAGA Released Claims Period.** The term “PAGA Released Claims Period” as used
13 herein means the period of time between March 23, 2020 and the earlier of the date of the Order of the
14 Court granting Preliminary Approval or December 1, 2022.

15 **X. PAGA Settlement Class.** For settlement purposes only, the Parties agree to a
16 representative group of individuals defined as: “all persons who are current or former employees of
17 Defendant who worked in California on a non-exempt basis during the Released PAGA Claims Period.”

18 **Y. Participating Class Members.** The terms “Participating Class Member” or “Participating
19 Class Members” as used herein refer to the members of the Settlement Class who do not timely submit a
20 Request to be Excluded.

21 **Z. Party or Parties.** The terms “Party” or “Parties” as used herein shall refer to Named
22 Plaintiff, Defendant, or both of them, as may be appropriate.

23 **AA. Preliminary Approval.** The term “Preliminary Approval” as used herein means the
24 Court’s issuance of an Order to be requested by Named Plaintiff by way of a Motion for Preliminary
25 Approval and Settlement of Class Action granting preliminary approval of the settlement pursuant to the
26 terms of this Joint Stipulation of Settlement.

1 **BB. Released Class Claims Period.** The term “Released Claims Period” as used herein means
2 the period of time between May 28, 2017 and the earlier of the date of the Order of the Court granting
3 Preliminary Approval or December 1, 2022.

4 **CC. Released Parties.** The term “Released Parties” means Defendant and all of its present and
5 former parent companies, affiliates, subsidiaries, members, divisions, predecessors, insurers, reinsurers,
6 successors, and assigns, and their current and former employees, attorneys, officers, directors, owners,
7 and agents thereof, both individually and in their business capacities, and any other individual who or
8 entity that could be liable for any of the claims being released pursuant to Section VII of this Joint
9 Stipulation of Settlement.

10 **DD. Request to be Excluded.** The term “Request to be Excluded” as used herein means a
11 written request signed by a member of the Settlement Class or their authorized representative requesting
12 to exclude themselves from the Settlement Class pursuant to the terms of this Joint Stipulation of
13 Settlement. However, members of the Settlement Class shall be prohibited from submitting a Request to
14 be Excluded with respect to the PAGA Claim and, thus, if a member of the PAGA Settlement Class, shall
15 receive an individual PAGA payment and be bound by the release of the PAGA Claim regardless of
16 whether they submit a Request to be Excluded from the Settlement Class.

17 **EE. Settlement Class.** For settlement purposes only, the Parties agree to the certification of a
18 class pursuant to California Code of Civil Procedure § 382 defined as: “all persons who are current or
19 former employees of Defendant who worked in California on a non-exempt basis during the Released
20 Class Claims Period.”

21 **II. BACKGROUND**

22 A. On May 28, 2021, Named Plaintiff commenced the Action on behalf of herself and all other
23 non-exempt employees of Defendant who worked in California alleging various violations of the
24 California Labor Code. In the subsequently filed First Amended Complaint, Named Plaintiff asserts class
25 and representative claims premised upon the following allegations: (1) violation of Business and
26 Professions Code sections 17200, *et seq.*; (2) failure to pay overtime wages; (3) failure to pay minimum
27 wage; (4) failure to pay meal period; (5) failure to provide rest breaks; (6) failure to provide accurate
28

1 itemized wage statements; (7) failure to pay all wages due upon termination of employment; (8) failure to
2 reimburse employees for required business expenses; and (9) violations of the PAGA.

3 B. Through formal and informal discovery, Defendant provided Class Counsel with the
4 relevant employee handbook containing Defendant's applicable written policies, Named Plaintiff's
5 personnel file and time and payroll documents, and electronic time and payroll data for a representative
6 sample of the proposed putative class.

7 C. The Parties, through their respective counsel of record, have engaged in good faith, non-
8 collusive, adversarial, and arms-length negotiations. On or about July 25, 2022, the Parties participated in
9 a private mediation with Mr. Louis Marlin, an experienced mediator of wage and hour class and PAGA
10 actions. The Parties agreed to settle all claims asserted in the Action for One Hundred Fifty Thousand
11 Dollars and Zero Cents (\$150,000.00). The Parties agreed to finalize a formal settlement agreement after
12 the mediation and to seek Court Approval of the settlement.

13 D. The Parties have since engaged in further extensive negotiations about the terms and
14 conditions of this Joint Stipulation of Settlement. The Parties have now entered into this formalized Joint
15 Stipulation of Settlement for submission to the Court for Preliminary and Final Approval. At all times, the
16 Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

17 E. Class Counsel have conducted an investigation of the law and facts relating to the claims
18 asserted in the Action and have concluded, taking into account the sharply contested issues involved, the
19 expense and time necessary to pursue the Action through trial and any appeals, the financial condition of
20 Defendant, the risks and costs of prosecution of the Action, the risk of an adverse outcome, the
21 uncertainties of complex litigation, and the substantial benefits to be received by the Named Plaintiff and
22 the members of the Settlement Class pursuant to this Joint Stipulation of Settlement, that a settlement with
23 Defendant on the terms and conditions set forth in this Joint Stipulation of Settlement is fair, reasonable,
24 adequate, and in the best interests of the Settlement Class. Named Plaintiff, on behalf of herself and the
25 Settlement Class, have agreed to settle the Action with Defendant on the terms set forth in this Joint
26 Stipulation of Settlement.

27 F. Defendant has concluded that, because of the substantial expense of defending against the
28 claims asserted in the Action, the length of time necessary to resolve the issues presented herein, the

inconvenience involved, the current global pandemic, COVID-19, and the concomitant disruption to its business operations, it is in its best interests to accept the terms of this Joint Stipulation of Settlement. Defendant denies each of the allegations and claims asserted against it in the Action. However, Defendant nevertheless desires to settle the Action for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Action.

G. The Parties agree that the above-described investigations and evaluations, as well as discovery and the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.

H. This Joint Stipulation of Settlement is intended to and does effectuate the full, final, and complete resolution of all allegations and claims that were asserted, or could have been asserted, in the Action by Named Plaintiff and members of the Settlement Class as set forth in Section VII (A through C) below. Additionally, this Joint Stipulation of Settlement shall operate as a full, complete, and final release of the PAGA Claim of all members of the PAGA Settlement Class, regardless of whether any such member of the PAGA Settlement Class submitted a timely, valid Request to be Excluded pursuant to this Joint Stipulation of Settlement.

III. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of this Action. The Action includes claims that, while Defendant denies them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the terms of this Joint Stipulation of Settlement and after the Court has ordered the dismissal with prejudice of the Action, pursuant to California Code of Civil Procedure section 664.6 the Court shall retain jurisdiction of this Action solely for the purpose of interpreting, implementing, and enforcing this Joint Stipulation of Settlement consistent with the terms set forth herein.

IV. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of the Settlement Class for purposes of this Joint Stipulation of Settlement only. This Joint Stipulation of Settlement is contingent upon Preliminary and Final Approval and certification of the Settlement Class for purposes of this Joint Stipulation of Settlement

only. Should the terms of this Joint Stipulation of Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification of the Settlement Class as part of this Joint Stipulation of Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Action. Defendant expressly reserves the right to oppose class certification should this Joint Stipulation of Settlement be modified or reversed on appeal or otherwise not become final.

V. MOTION FOR PRELIMINARY APPROVAL

Named Plaintiff will bring a motion before the Court for an Order granting Preliminary Approval, including approval of the Notice attached as Exhibit “A,” and conditional certification of the Settlement Class for settlement purposes only. Class Counsel will prepare the Motion for Preliminary Approval.

VI. STATEMENT OF NO ADMISSION

A. Defendant denies liability to Named Plaintiff and the Settlement Class upon any claim or cause of action. This Joint Stipulation of Settlement does not constitute, nor is it intended to constitute, an admission by Defendant or any of the other Released Parties as to the merits, validity, or accuracy of any of the allegations or claims made against Defendant in the Action.

B. Nothing in this Joint Stipulation of Settlement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Joint Stipulation of Settlement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in the Action or any other judicial, arbitral, administrative, investigative, or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Joint Stipulation of Settlement, directly or indirectly, in the Action or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Joint Stipulation of Settlement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Joint Stipulation of Settlement or

any orders or judgments of the Court entered in connection with resolution of the Action pursuant to the terms of this Joint Stipulation of Settlement.

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

D. The Parties agree that class certification pursuant to California Code of Civil Procedure section 382 under the terms of this Joint Stipulation of Settlement is for settlement purposes only. Nothing in this Joint Stipulation of Settlement will be construed as an admission or acknowledgement of any kind that any class should be certified in the Action or in any other action or proceeding. Further, neither this Joint Stipulation of Settlement nor the Court's actions with regard to this Joint Stipulation of Settlement will be admissible in any court or other tribunal regarding the propriety of class certification. In the event this Joint Stipulation of Settlement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Named Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights, or remedies in the Action, and Defendant will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Action.

VII. WAIVER, RELEASE, DISMISSAL, AND CONFIDENTIALITY

A. Release by All Participating Class Members.

Upon the Effective Date, Named Plaintiff and all other Participating Class Members (individually and on behalf of their respective heirs, executors, administrators, representatives, attorneys, successors, and assigns) will release and forever discharge the Released Parties from any and all claims under state, federal, or local law, whether statutory, common law, or administrative law, arising out of or related to the allegations set forth in the operative Complaint in the Action, including but not limited to unpaid wages, statutory penalties, civil penalties, injunctive relief, punitive damages, liquidated damages, unreimbursed business expenses, penalties of any nature, interest, fees, and costs, that arose during the Released Claims Period. The allegations set forth in the operative Complaint in the Action for violations of California law include, but are not limited to, unpaid wages, unpaid overtime, violations of meal and

rest period requirements, violations of the California Equal Pay Act, failure to reimburse for necessary business expenses, failure to provide accurate wage statements, failure to timely pay wages during employment and upon separation, failure to keep accurate wages, and violations of California's Unfair Competition Law. The release by all Participating Class Members other than Plaintiff expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside of the Class Period.

B. Additional Release by All PAGA Aggrieved Employees.

Upon the Effective Date, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims during the PAGA Release Claim Period for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint, and the PAGA Notice. The Parties agree that there is no statutory right for any PAGA Aggrieved Employee to opt out, object to, or otherwise exclude himself or herself from the PAGA Payment and the associated release of claims and rights under PAGA.

C. Additional Release and Waiver of Claims by Named Plaintiff.

Named Plaintiff further agrees that in exchange for Defendant's payment to Named Plaintiff of the Court-approved litigation enhancement, Named Plaintiff, individually and on behalf of Named Plaintiff's heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases and forever discharges the Released Parties, to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Joint Stipulation of Settlement, including, but are not limited to, all of the Released Claims and any other claims arising under the California Labor Code; any claim arising out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. section 201 *et seq.*, and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including, but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, and the law

1 of contract and tort ("Named Plaintiff's Released Claims"). Named Plaintiff's Released Claims do not
2 extend to any claims or actions to enforce this Joint Stipulation of Settlement, or to any claims for vested
3 benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation
4 benefits that arose at any time, or based on occurrences outside the Class Period. Named Plaintiff's Release
5 Claims exclude the release of claims not permitted by law including, without limitation, any claims for
6 workers' compensation benefits.

7 To effect a full and complete general release as described above, Named Plaintiff expressly waives
8 and relinquishes all rights and benefits of Section 1542 of the Civil Code of the State of California, and does
9 so understanding and acknowledging the significance and consequence of specifically waiving Section
10 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

15 Thus, notwithstanding the provisions of Section 1542, and to implement a full and complete
16 release and discharge of Released Parties, Named Plaintiff expressly acknowledges this Joint Stipulation of
17 Settlement is intended to include in its effect, without limitation, all claims Named Plaintiff does not know or
18 suspect to exist in Named Plaintiff's favor at the time of signing this Joint Stipulation of Settlement, and that
19 this Joint Stipulation of Settlement contemplates the extinguishment of any such claims. Named Plaintiff
20 warrants that Named Plaintiff has read this Joint Stipulation of Settlement, including this waiver of California
21 Civil Code section 1542, and that Named Plaintiff has consulted with or had the opportunity to consult with
22 counsel of Named Plaintiff's choosing regarding this Joint Stipulation of Settlement and specifically about
23 the waiver of Section 1542, and that Named Plaintiff understand this Joint Stipulation of Settlement and the
24 Section 1542 waiver, and so Named Plaintiff freely and knowingly enters into this Joint Stipulation of
25 Settlement. Named Plaintiff further acknowledges that Named Plaintiff later may discover facts different
26 from or in addition to those Named Plaintiff now knows or believes to be true regarding the matters released
27 or described in this Joint Stipulation of Settlement, and even so Named Plaintiff agrees that the releases and
28 agreements contained in this Joint Stipulation of Settlement shall remain effective in all respects

1 notwithstanding any later discovery of any different or additional facts. Named Plaintiff expressly assumes
2 any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or
3 controversies released or described in this Joint Stipulation of Settlement or with regard to any facts now
4 unknown to Named Plaintiff relating thereto.

5 **D. Confidentiality.**

6 Named Plaintiff and Class Counsel will not make any public disclosure regarding the terms of this
7 Joint Stipulation of Settlement until after the Motion for Preliminary Approval has been filed. Class
8 Counsel will take all steps necessary to ensure Named Plaintiff is aware of, and will encourage her to
9 adhere to, the restriction against any public disclosure of the terms of this Joint Stipulation of Settlement
10 until after the Motion for Preliminary Approval has been filed.

11 Following Preliminary Approval of this Joint Stipulation of Settlement, Named Plaintiff and Class
12 Counsel will not have any communications with any media, other than to direct any media inquiries to the
13 public records of the Action on file with the Court. Class Counsel will take all steps necessary to ensure
14 Named Plaintiff is aware of, and will encourage her to adhere to, the restriction against any media
15 comment on this Joint Stipulation of Settlement and its terms.

16 **VIII. NOTICE, OBJECTIONS, AND EXCLUSION RIGHTS**

17 **A. Notice.**

18 **a. Format.**

19 The Parties, through their respective attorneys, have jointly prepared the draft Notice, which
20 includes information regarding the nature of the Action; a summary of the terms of this Joint Stipulation
21 of Settlement; the definition of the Settlement Class; a statement that the Court has granted Preliminary
22 Approval; the nature and scope of the claims being released; the procedure and time period for objecting
23 to this Joint Stipulation of Settlement (other than the PAGA Claim); the procedure and time period for
24 filing a Request to be Excluded (other than the PAGA Claim); the date and location of the hearing seeking
25 Final Approval; the calculation of the total number of Eligible Workweeks; and the Settlement Class
26 Member's estimated individual settlement amount.

27 Based upon the Class Data, the Claims Administrator will calculate the estimated individual
28 settlement awards to eligible members of the Settlement Class, the Notice will also identify the number

of Eligible Workweeks that they worked during the applicable Released Claims Period, their estimated settlement payment, and inform that individual of their right to dispute this number within forty-five (45) days of the postmark date of the Notice. The resolution of any disputes concerning the number of Eligible Workweeks is discussed in Section IX.

b. Procedure for Mailing

With approval from the Court, the Notice will be provided to all members of the Settlement Class as follows:

As soon as practicable, but no later than ten (10) Days following Preliminary Approval, Defendant will provide the Class Data to the Claims Administrator in Microsoft Excel format, or any other format required by the Claims Administrator. Defendant further agrees to consult with the Claims Administrator prior to the production date to ensure that the format will be acceptable to the Claims Administrator.

The Claims Administrator shall run all the addresses provided by Defendant through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information, and, within twenty-one (21) Days of the receipt of the Class Data from Defendant, shall send the Notice to each member of the Settlement Class via first-class regular U.S. Mail using the most current mailing address information available. The Notice shall provide the members of the Settlement Class forty-five (45) Days' notice of all applicable dates and deadlines.

If a Notice is returned from the initial notice mailing, the Claims Administrator will skip-trace return mail and re-mail the Notice within five (5) Days. If the Claims Administrator is successful in locating a new address, it will re-mail the Notice to the member of the Settlement Class. Further, any Notice returned with a forwarding address to the Claims Administrator, as non-deliverable before the deadline date, shall be sent to the forwarding address affixed thereto.

No later than fourteen (14) Days prior to the hearing seeking Final Approval, the Claims Administrator shall provide Class Counsel and Defense Counsel with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Notices, as well as the number of valid disputes submitted, Requests to be Excluded, and deficiencies that the Claims Administrator received.

B. Disputes as to Number of Eligible Workweeks.

Defendant's Class Data will be presumed to be correct unless a particular member of the Settlement Class proves otherwise to the Claims Administrator by credible evidence. All disputes as to the number of Eligible Workweeks worked by a member of the Settlement Class will be resolved and decided by the Claims Administrator and the Claims Administrator's decision on all such disputes shall be final and non-appealable. Absent the receipt of a dispute from a member of the Settlement Class, the number of Eligible Workweeks identified in the Notice to each member of the Settlement Class shall be determined to be accurate. Each member of the Settlement Class will be entitled to payment for at least one Eligible Workweek.

C. Objections.

In order for any member of the Settlement Class to object to this Joint Stipulation of Settlement, or any term of it, the person making the objection must not submit a Request to be Excluded (*i.e.*, must not opt out). A member of the Settlement Class making an objection to this Joint Stipulation of Settlement may appear at the hearing seeking Final Approval with or without filing or serving any written objection. A member of the Settlement Class making a written objection may mail their written objection to the Claims Administrator within forty-five (45) Days of the postmark date of the Notice. The written objection shall include the name of the member of the Settlement Class and an explanation of the reasons for their objection. The member of the Settlement Class may elect to appear personally or through an attorney, at their own expense, at the hearing seeking Final Approval, to present their objection directly to the Court. Any attorney who will represent an individual objecting to this Joint Stipulation of Settlement must file a notice of appearance with the Court and serve Class Counsel and Defense Counsel no later than forty-five (45) Days after the Notice was initially mailed to the member of the Settlement Class. If a member of the Settlement Class objects to this Joint Stipulation of Settlement, that individual will remain a member of the Settlement Class and, if the Court approves this Joint Stipulation of Settlement, that individual will be bound by the terms of this Joint Stipulation of Settlement and Final Approval in the same way and to the same extent as a member of the Settlement Class who does not object to this Joint Stipulation of Settlement. The date of mailing of the Notice to the objecting member of the Settlement Class shall be conclusively determined according to the records of the Claims Administrator. The Court retains final

1 authority with respect to the consideration and admissibility of any objections by members of the
2 Settlement Class. Any member of the Settlement Class who submits a written objection or makes an oral
3 objection may also participate in this Joint Stipulation of Settlement. However, no member of the
4 Settlement Class is entitled to submit an objection to the settlement of the PAGA Claim.

5 Named Plaintiff waives any right to object to this Joint Stipulation of Settlement, and hereby
6 endorses the terms of this Joint Stipulation of Settlement as fair, reasonable, and adequate and in the best
7 interests of the Settlement Class.

8 **D. Opportunity to be Excluded.**

9 In order for any member of the Settlement Class to validly exclude themselves from the Settlement
10 Class and this Joint Stipulation of Settlement (*i.e.*, to validly opt out), a Request to be Excluded must be
11 signed by the member of the Settlement Class or their authorized representative and sent to the Claims
12 Administrator, postmarked by no later than forty-five (45) Days after the date the Claims Administrator
13 initially mailed the Notice to the members of the Settlement Class. The Notice shall contain instructions
14 on how to opt out.

15 The date of the initial mailing of the Notice, and the date the signed Request to be Excluded was
16 postmarked, shall be conclusively determined according to the records of the Claims Administrator. Any
17 member of the Settlement Class who timely and validly submits a Request to be Excluded will not be
18 entitled to any individual settlement payment, will not be bound by the terms and conditions of this Joint
19 Stipulation of Settlement, and will not have any right to object, appeal, or comment thereon, other than
20 with respect to the PAGA Claim. No member of the Settlement Class is entitled to submit a Request to be
21 Excluded from the settlement of the PAGA Claim and, thus, if a member of the PAGA Settlement Class,
22 shall receive an individual PAGA payment and be bound by the release of the PAGA Claim.

23 Any member of the Settlement Class who does not timely mail a Request to be Excluded will be
24 deemed a Participating Class Member in accordance with this Joint Stipulation of Settlement. Named
25 Plaintiff waives any right to be excluded from the Settlement Class.

26 Should more than 10% of the Settlement Class successfully request to be excluded, Defendant
27 shall retain the right, in the exercise of its sole discretion, to nullify this Joint Stipulation of Settlement. In
28 the event that Defendant exercises its right to nullify this Joint Stipulation of Settlement, Defendant shall

be solely responsible for any and all Administrative Costs incurred. If Defendant exercise the option to withdraw as set forth herein, then the Parties will resume the status quo as of July 25, 2022.

E. Cooperation.

The Parties, Class Counsel, and Defense Counsel all agree not to encourage members of the Settlement Class to refrain from participating in this Joint Stipulation of Settlement, to opt out of this Joint Stipulation of Settlement, or to object to this Joint Stipulation of Settlement, directly or indirectly, through any means. However, if a member of the Settlement Class contacts Class Counsel, Class Counsel may discuss the terms of this Joint Stipulation of Settlement and the options available to that member of the Settlement Class.

IX. DISPUTES AS TO ELIGIBLE WORKWEEKS.

It is the Parties' intent that each Participating Class Member will be compensated from the Net Settlement Payment for each Eligible Workweek they worked. In the Notice, each member of the Settlement Class will receive a calculation of the total number of Eligible Workweeks worked by them and an approximation of the lump-sum payment to be paid to them, inclusive of their share of taxes, in the event every member of the Settlement Class participates in the settlement set forth in this Joint Stipulation of Settlement.

If a member of the Settlement Class does not dispute the number of Eligible Workweeks set forth in the Notice, such person need not take further action to participate in the settlement set forth in this Joint Stipulation of Settlement.

If the member of the Settlement Class disputes the number of Eligible Workweeks attributed to them in the Notice, such person must follow the directions in the Notice, including preparing a statement setting forth the number of Eligible Workweeks that such person believes in good faith is correct and stating that the member of the Settlement Class authorizes the Claims Administrator to review information regarding that individual's dates of employment by Defendant to determine such information and attaching any relevant wage statements or other documentation in support thereof. The member of the Settlement Class must mail the signed and completed statement no later than forty-five (45) Days after the date of the mailing of the Notice, or the number of Eligible Workweeks set forth in the Notice will govern the lump-sum payments to be made to the Participating Class Members.

1 Upon timely receipt of any such challenge, the Claims Administrator, in consultation with Class
2 Counsel and Defense Counsel, will review the pertinent payroll records showing the dates that member of
3 the Settlement Class was employed by Defendant during the Released Claims Period, which records
4 Defendant agrees to make available to the Claims Administrator and Class Counsel.

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

15 **X. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

16 **A. Allocation of the Settlement Fund.**

17 As good and valuable consideration for the waiver and release of claims set forth in Paragraphs
18 VII (A and D), above, all members of the Settlement Class shall be allocated an estimated payment from
19 the Net Settlement Amount pursuant to the following allocation formula:

- 20 1. Each member of the Settlement Class will receive credit for one (1) Eligible Workweek for
21 each full or partial week worked for Defendant in California on a non-exempt basis during the
22 Released Claims Period. Similarly, each member of the PAGA Settlement Class will receive
23 credit for one (1) Eligible Workweek for each full or partial week worked for Defendant in
24 California on a non-exempt basis during the PAGA Released Claims Period
- 25 2. The calculations of all Eligible Workweeks worked pursuant to Paragraph 1 above shall be
26 based on Defendant's records.
- 27 3. To calculate the proportionate share of the Net Settlement Amount, excluding the payment of
28 PAGA penalties, for each member of the Settlement Class, the Claims Administrator shall:

- a. Add the number of all Eligible Workweeks for each member of the Settlement Class together to obtain the “Total Denominator”;
 - b. Divide the number of Eligible Workweeks for each member of the Settlement Class by the Total Denominator to obtain the “Portion of the Net Settlement Amount” for each member of the Settlement Class;
 - c. Multiply the Portion of the Net Settlement Amount for each member of the Settlement Class by the total amount of the Net Settlement Amount to determine the estimated individual lump-sum payment to each member of the Settlement Class. The lump-sum of the individual payments for all members of the Settlement Class shall equal the Net Settlement Amount. Each member of the Settlement Class shall be advised of their respective, estimated individual lump-sum payment, inclusive of their share of taxes, in the Notice.
4. To calculate the proportionate share of PAGA penalties for each member of the PAGA Settlement Class, the Claims Administrator shall:
 - a. Add the number of all Eligible Workweeks for each member of the PAGA Settlement Class during the PAGA Released Claims Period together to obtain the “Total Denominator”;
 - b. Divide the number of Eligible Workweeks for each member of the PAGA Settlement Class during the PAGA Released Claims Period by the Total Denominator to obtain the “Portion of the PAGA Settlement Amount” for each member of the PAGA Settlement Class;
 - c. Multiply the Portion of the PAGA Settlement Amount for each member of the PAGA Settlement Class by the total amount of the settlement monies allocated to the PAGA Settlement Class by the Court to determine the individual lump-sum payment to each member of the PAGA Settlement Class. The lump-sum of the individual payments for all members of the PAGA Settlement Class shall equal the amount allocated to the PAGA Settlement Class by the Court to settlement of the PAGA Claim. Each member

of the PAGA Settlement Class shall be advised of their respective, individual lump-sum payment in the Notice.

B. Funding of Resolution.

Within thirty (30) Days after Final Approval, the Claims Administrator shall determine the Employer Payroll Taxes and shall communicate such amount to Defense Counsel with a detailed explanation of the calculations. In the event of any dispute as to the calculation of the Employer Payroll Taxes, Defendant and the Claims Administrator shall meet and confer in good faith in an attempt to resolve the dispute. If the dispute cannot be resolved, it shall be submitted to the Court for a final determination.

Within sixty-five (65) Days after Final Approval, Defendant will deposit by wire transfer the Maximum Settlement Amount and the full amount of the Employer Payroll Taxes into to a bank account opened by the Claims Administrator for the administration of the settlement monies in this Action.

The Claims Administrator shall: (i) calculate and withhold, and report the share of applicable payroll taxes (including, without limitation, federal, state, and local income tax withholding, FICA, Medicare, and any state or local employment taxes) for each Participating Class Member, (ii) remit applicable payroll taxes (including, without limitation, federal, state, and local income tax withholding, FICA, Medicare, and any state or local employment taxes and Employer Payroll Taxes) with respect to the monies distributed to all Participating Class Members; and (iii) satisfy all federal, state, and local income and other tax reporting, return, and filing requirements with respect to the monies distributed to Named Plaintiff, all Participating Class Members, and Class Counsel. Defendant agrees to pay the Employer Payroll Taxes outside the Maximum Settlement Amount.

Within fifteen (15) Days after receipt of the settlement monies, the Claims Administrator shall mail the Court-approved payment checks to (a) all Participating Class Members; (b) the litigation enhancements to Named Plaintiff; (c) the civil penalty to the LWDA; and (d) the attorneys' fees and litigation costs to Class Counsel. The Claims Administrator will also issue payment to itself for Court-approved services performed in connection with the settlement. If a check is returned to the Claims Administrator as undeliverable, the Claims Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address.

Any funds from the distribution of payments to Participating Class Members that remain uncashed after one hundred eighty (180) Days from the date the settlement checks are issued shall be transmitted to the unclaimed property fund consistent with Code of Civil Procedure section 384.

XI. NO CONTRIBUTIONS TO EMPLOYEE BENEFITS PLAN

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

XII. CLAIMS ADMINISTRATOR

The Parties, through their respective counsel, have selected ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185, as the Claims Administrator to administer this Joint Stipulation of Settlement, which includes but is not limited to distributing and responding to inquiries about the Notice, determining the validity of any disputes and Requests to be Excluded, and calculating all amounts to be paid from the Net Settlement Amount. Charges and expenses of the Claims Administrator, not to exceed \$4,500.00, will be paid from the Maximum Settlement Amount. Any charges and expenses of the Claims Administrator greater than the allocated \$4,500.00 will come from the Maximum Settlement Amount, subject to Court approval. If the actual Claims Administrator fees are less than the Parties' estimation, the difference between the actual and estimated Claims Administrator fees will revert to the Participating Class.

XIII. ENHANCEMENT TO NAMED PLAINTIFF.

Defendant shall not oppose an application by Named Plaintiff, and Named Plaintiff shall not seek or receive an amount in excess of \$10,000, for her participation in and assistance with the Action. Any enhancement awarded to Named Plaintiff by the Court shall be deducted from the Maximum Settlement Amount for the purpose of determining the Net Settlement Amount, shall be reported as income to Named Plaintiff on an IRS Form 1099, and shall not be subject to payroll tax withholdings. If the Court approves an enhancement of less than \$10,000.00 to Named Plaintiff, then the unapproved portion or portions shall revert into the Net Settlement Amount to be distributed between the Participating Class Members on a *pro rata* basis. Named Plaintiff's Enhancement is paid in consideration for the general release of all claims and waiver of California Civil Code section 1542, and the execution of this Joint Stipulation of Settlement and the accompanying general release and Section 1542 waiver set forth in Section VII above is a condition precedent to payment of Named Plaintiff's Enhancement. Named Plaintiff's Enhancement shall be deemed to be paid to Named Plaintiff solely in the year in which such payments actually are received by Named Plaintiff. It is expressly understood and agreed that the receipt of such payments will not entitle Named Plaintiff to additional compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Named Plaintiff to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Joint Stipulation of Settlement that Named Plaintiff is not entitled to any new or additional compensation or benefits outside of this Joint Stipulation of Settlement as a result of having received the individual Named Plaintiff's Enhancement.

XIV. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel shall file and serve their motion for attorney's fees, litigation costs, and request for enhancement to Named Plaintiff, along with all supporting evidence, at the time they file Named Plaintiff's Motion for Final Approval.

Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of Fifty-Thousand Dollars and Zero Cents (\$50,000.00), which represents one-third (33-1/3 percent) of the Maximum Settlement Amount, for all past and future attorneys' fees necessary to prosecute, settle, and administer the terms of this Joint Stipulation of Settlement.

1 Defendant shall not oppose Attorneys' Litigation Costs in an amount as documented in Class
2 Counsel's billing statement. If the Court rejects or reduces Class Counsel's application for attorneys' fees
3 and costs, such determination shall not negatively impact the Court's consideration of whether this Joint
4 Stipulation of Settlement is fair and reasonable. If the Court awards less than the requested amount and
5 Class Counsel does not appeal that award, or if Class Counsel appeals the award and the result of that
6 appeal is an award of less than the amount requested, only the awarded amount shall be paid to Class
7 Counsel and shall constitute full satisfaction of Defendant's obligation to pay attorneys' fees and costs.
8 Class Counsel shall not seek or receive an amount in excess of \$15,000.00 for reimbursement of litigation
9 costs. Any attorneys' fees or litigation costs awarded to Class Counsel by the Court shall be deducted
10 from the Maximum Settlement Amount for the purpose of determining the Net Settlement Amount. The
11 "future" aspect of these amounts includes, without limitation, all time and expenses expended by Class
12 Counsel in defending this Joint Stipulation of Settlement and securing Final Approval (including any
13 appeals therein). There will be no additional charge of any kind to either the members of the Settlement
14 Class or request for additional consideration from Defendant for such work. This amount shall include all
15 attorneys' fees, litigation costs, and expenses for which Named Plaintiff and Class Counsel could claim
16 under any legal theory whatsoever. Should the Court approve a lesser percentage or amount of fees or
17 litigation costs than the amount that Class Counsel ultimately seeks, then the unapproved portion or
18 portions shall revert to the Participating Class Members as part of the Net Settlement Amount to be
19 distributed *pro rata* pursuant to the formula set forth above.

20 All of Defendant's own attorneys' fees, costs and expenses incurred in this Action shall be borne
21 by Defendant.

22 **XV. PAYMENT OF PAGA PENALTIES**

23 Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be allocated from the Maximum
24 Settlement Amount for settlement of claims for civil penalties under the PAGA. The Claims Administrator
25 shall pay seventy-five percent (75%) of this amount, or \$7,500.00, to the LWDA. The remaining twenty-
26 five percent (25%), or \$2,500.00, will be part of the Net Settlement Amount and distributed to the
27 members of the PAGA Settlement Class on a *pro rata* basis.
28

1 **XVI. TAXATION AND ALLOCATION**

2 The Parties make no representations as to the tax treatment or legal effect of the payments called
3 for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation
4 by the Parties in this regard. Class Members or Aggrieved Employees understand and agree that they will
5 be responsible for the payment of any taxes and penalties assessed on the settlement payments or
6 Aggrieved Employees' individual shares of the PAGA Settlement and will be solely responsible for any
7 penalties or other obligations resulting from their personal tax reporting of individual settlement payments
8 or Aggrieved Employees' individual shares of the PAGA Settlement. For withholding tax characterization
9 purposes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows:

- 10 • For Participating Class Members, 25% of each settlement payment will be allocated as wages
11 and reported as wage income on an IRS Form W-2 in the year of payment and shall be subject
12 to required payroll tax withholdings. All employee taxes required by law to be withheld shall be
13 withheld from the Net Settlement Amount by the Claims Administrator and shall be remitted to
14 the taxing authorities by the Claims Administrator. The other 75% of each settlement payment
15 will be allocated as statutory and civil penalties, reported as other income on an IRS Form 1099-
16 MISC in the year of payment, and shall not be subject to payroll tax withholdings.
- 17 • Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS
18 SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
19 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
20 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT,
21 AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE
22 PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO
23 BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE
24 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
25 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
26 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
27 UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
28 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT

ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT

IRS Form W-2's and Form 1099-MISC's will be distributed by the Claims Administrator at times and in the manner required by the Internal Revenue Code of 1986 and consistent with this Joint Stipulation of Settlement. If the Internal Revenue Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Joint Stipulation of Settlement, the processes set forth in this section may be modified in a manner to bring Defendant into compliance with any such changes.

XVII. COURT APPROVAL

Class Counsel shall file a Motion for Final Approval of the terms of this Joint Stipulation of Settlement and a Motion for Attorneys' Fees, Costs, and Litigation Enhancements at least sixteen (16) court days prior to the hearing seeking Final Approval or on any date specifically ordered by the Court.

This Joint Stipulation of Settlement is contingent upon Final Approval by the Court and the entry of Judgment. The Parties agree to take all steps as may be reasonably necessary to secure both Preliminary Approval and Final Approval of this Joint Stipulation of Settlement, to the extent not inconsistent with the terms of this Joint Stipulation of Settlement, and will not take any action adverse to each other in obtaining Court approval, and, if necessary, appellate approval, of this Joint Stipulation of Settlement in all respects. The Parties expressly agree that they will not file any objection to the terms of this Joint Stipulation of Settlement or assist or encourage any person or entity to file any such objection.

1 **XVIII. MISCELLANEOUS PROVISIONS**

2 **A. Stay of Litigation.**

3 The Parties agree to the stay of all discovery in the Action, except such proceedings necessary to
4 implement and complete this Joint Stipulation of Settlement, pending Final Approval/Settlement Fairness
5 Hearing to be conducted by the Court. The Parties agree that the continuing litigation of the Action shall
6 be stayed and that the time within which to bring this Action to trial under C.C.P. Section 583.310 shall
7 be extended from the date of the signing of this Joint Stipulation of Settlement by both Parties until Final
8 Approval or, if not entered, the date this Joint Stipulation of Settlement shall no longer be of any force or
9 effect.

10 **B. Interpretation of this Joint Stipulation of Settlement.**

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

25 **C. Further Cooperation.**

26 The Parties and their respective attorneys shall proceed diligently to prepare and execute all
27 documents, to seek the necessary approvals from the Court, and to do all things reasonably necessary or
28 convenient to consummate this Joint Stipulation of Settlement as expeditiously as possible.

D. Confidentiality of Documents.

After the expiration of any appeals period, Named Plaintiff, the Claims Administrator, and Class Counsel shall maintain the confidentiality of all documents, declarations, and other information obtained in connection with Named Plaintiff's prosecution of the Action including, but not limited to, information and documentation exchanged informally by the Parties, unless necessary for appeal or such documents are ordered to be disclosed by the Court or pursuant to a validly issued subpoena.

E. Counterparts.

This Joint Stipulation of Settlement may be executed in one or more actual or non-original counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals. Electronic signatures compliant with the ESIGN Act and signatures transmitted by fax or .pdf shall have the same effect as an original ink signature.

F. Authority.

Each individual signing below warrants that they have the authority to execute this Joint Stipulation of Settlement on behalf of the Party for whom or which that individual signs.

G. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Joint Stipulation of Settlement falls on a Saturday, Sunday, or legal holiday in the State of California, that deadline shall be continued until the following business day.

H. Severability.

In the event that any one or more of the provisions contained in this Joint Stipulation of Settlement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Settlement Class mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Joint Stipulation of Settlement.

XIX. INTEGRATION CLAUSE.

This Joint Stipulation of Settlement to be signed by Named Plaintiff sets forth the entire agreement between the Parties, and fully supersede any prior agreements or understanding between the Parties. No rights hereunder may be waived except in writing.

October 27, 2022



Katsiaryna Karnachova

October __, 2022

INTO NORTH AMERICA, INC.

By: _____

[Name]
[Title]

Approved as to form and content.

October 27, 2022

BARVIÉ LAW, APC

By: _____



Nicole Barvié
Attorneys for Plaintiff
KATSIARYNA KARNACHOVA

October __, 2022

JACKSON LEWIS P.C.

By: _____

David G. Hoiles, Jr.
Solin J. Melahaji
Attorneys for Defendant
INTO NORTH AMERICA, INC.

4892-5946-0139, v. 6

XIX. INTEGRATION CLAUSE.

This Joint Stipulation of Settlement to be signed by Named Plaintiff sets forth the entire agreement between the Parties, and fully supersede any prior agreements or understanding between the Parties. No rights hereunder may be waived except in writing.

October __, 2022

Katsiaryna Karnachova

October ^{10/31/2022} __, 2022

INTO NORTH AMERICA, INC.

By: 

John Sykes
Deputy CEO and Executive VP of UK Operations

Approved as to form and content.

October __, 2022

BARVIÉ LAW, APC

By: _____
Nicole Barvié
Attorneys for Plaintiff
KATSIARYNA KARNACHOVA

October 31, 2022

JACKSON LEWIS P.C.

By: 

David G. Hoiles, Jr.
Solin J. Melahaji
Attorneys for Defendant
INTO NORTH AMERICA, INC.

4892-5946-0139, v. 7