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Jesus Mayoral, individually and on behalf of others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

JESUS MAYORAL, an Individual, on behalf
of herself and all others similarly situated

Plaintiffs,

v.

FRIENDS OF ANTELOPE VALLEY FAIR,
INC. ; and DOES 1 through 100, Inclusive

Defendants.

CASE NO. 20STCV07465

[Assigned for all purposes to the Hon. William
F. Highberger]

CLASS ACTION

**JOINT STIPULATION AND
SETTLEMENT OF CLASS ACTION AND
PRIVATE ATTORNEYS GENERAL ACT
CLAIMS**

Action Filed: February 26, 2020
Trial Date: None Set

Subject to final approval by the Court, which counsel and parties agree to pursue and
recommend in good faith, Plaintiff JESUS MAYORAL individually ("Named Plaintiff") and on
behalf of all employees similarly situated, on the one hand, and Defendant FRIENDS OF
ANTELOPE VALLEY FAIR, INC. (hereinafter collectively "Defendant") hereby agree to the
following binding settlement of the class action and Private Attorneys General Act ("PAGA") case
of *Jesus Mayoral v. Friends of Antelope Valley Fair, Inc.* ("Action") Los Angeles Superior
Court Case No. 20STCV07465.

1 1. “Action” means, and refers to, the case captioned *Jesus Mayoral v. Friends of*
2 *Antelope Valley Fair, Inc.* in the California Superior Court for the County of Los Angeles, Case
3 No. 20STCV07465.

4 2. “Agreement,” “Settlement,” or “Stipulation” mean, and refer to, this Joint
5 Stipulation and Settlement of Class Action and PAGA Claims.

6 3. “Aggregate Workweek Number” means, and refers to, the sum of all of the
7 Participating Class Members’ Total Workweeks which will be used to calculate the Weekly
8 Settlement Amounts of the Participating Class Members’ Individual Settlement Payments.

9 4. “Attorneys’ Fees and Cost Award” means, and refers to, the amount authorized by
10 the Court to be paid to Class Counsel for the services they have rendered, and expenses they have
11 incurred, in prosecuting the Action. As set forth *infra* in Section III, Paragraph 8, Class Counsel
12 shall request, and Defendant will not oppose, an award of attorneys’ fees of Forty Nine Thousand
13 Five Hundred Dollars (\$49,500) or Thirty Three percent (33 %) of the Gross Fund Value and a
14 Cost Award of up to Thirteen Thousand Dollars (\$13,000). The Attorneys’ Fees and Cost Award
15 shall come out of the Gross Fund Value and will not increase the amount of the Gross Fund Value.
16 Class Counsel will be issued IRS Form 1099 for the Attorneys’ Fees and Cost Award.

17 5. “Settlement Administrator” means, and refers to, CPT GROUP, Inc. or another
18 settlement administration provider upon which the Named Plaintiff, Class Counsel, Defendant, and
19 Defendant’s Counsel mutually agree.

20 6. “Settlement Administration Costs” means, and refers to, the amount that will be paid
21 to the Settlement Administrator, and includes all costs incurred in administering the Settlement,
22 which will be paid from the Gross Fund Value, as defined in Section I, Paragraph 36, *infra*. The
23 Parties agree to work in good faith to minimize, as much as possible, the Settlement Administration
24 Costs. Defendants will not object to any application for approval of the Settlement Administration
25 Costs, provided the Settlement Administration Costs are paid out of the Gross Fund Value and will
26 not increase the Gross Fund Value.

27 7. “Class” and “Class Member” mean, and refer to, a member of the class conditionally
28 certified for settlement purposes only during the applicable Class Period, consisting of all current

1 and former employees of Defendant Friends of the Antelope Valley Fair, Inc. who were employed
2 in California, as non-exempt hourly paid employees during the Class Period of February 26, 2016
3 through May 20, 2021.

4 8. "Class Counsel" and "Plaintiff's Counsel" means and refers to Kokozian Law Firm,
5 APC.

6 9. "Class List and Data Report" means a list of Class Members that Defendant will
7 diligently and in good faith compile from its Human Resources, and/or Payroll employee
8 information database. The Class List and Data Report shall be in excel format, and shall include
9 each Class Member's full name; employee ID while employed with Defendant; dates of employment
10 during which he or she was employed by Defendant; last known home address; and the last four
11 digits of his or her Social Security number.

12 10. "Class Period" means, and refers to, the period from February 26, 2016 through May
13 20, 2021.

14 11. "Complaint" means, and refers to, all of the operative complaints filed by the
15 Named Plaintiff in this Action titled *Jesus Mayoral v. Friends of Antelope Valley Fair, Inc, LASC*
16 Case No. 20STCV07465.

17 12. "Court" means, and refers to, the Superior Court of the State of California for the
18 County of Los Angeles.

19 13. "Defendant" means, and refers to Friends of Antelope Valley Fair, Inc.

20 14. "Defendant's Counsel" or "Defense Counsel" shall mean , Brendan Sapien, Esq. and
21 Jeffrey Ranen, Esq. of Lewis Brisbois.

22 15. "Effective Date" means the following: (a) if no one objects to the Settlement, then
23 the Effective Date will be the date of Final Approval, as defined in Section I, Paragraph 18, *infra*;
24 (b) if a Class Member timely objects to the Settlement and is overruled, and if an appeal is not
25 timely sought from the Final Order and Judgment, then the Effective Date will be sixty five (65)
26 days after service of the Final Order and Judgment by Plaintiff on Defendant and any Objectors; or
27 (c) if a Class Member timely objects to the settlement and if a timely appeal is sought from the
28 Final Order and Judgment, then the Effective Date shall be twenty (20) days after the applicable

1 appellate court has rendered a final decision or opinion affirming the trial court's final approval,
2 and the applicable date for seeking further appellate review has passed, or twenty (20) days after
3 any such Appeal has been either dismissed or withdrawn by the appellant or the time for filing an
4 appeal expires.

5 16. "Excluded Class Members" means, and refers to, all Class Members who timely and
6 validly submit a written request to be excluded from the Class on or before the Objection/Exclusion
7 Deadline Date, as defined in Section I, Paragraph 24, *infra*.

8 17. "Final Approval" means, and refers to, the Court's order granting final approval of
9 the Settlement.

10 18. "Final Approval Date" means, and refers to, the date on which the Court's Final
11 Approval Order is entered.

12 19. "Final Approval Hearing/Settlement Fairness Hearing" means, and refers to, the
13 hearing at which the Court considers whether to approve the Settlement and to enter the Final
14 Approval Order.

15 20. "Individual Settlement Payment" means, and refers to, the amount to be paid to each
16 individual Participating Class Member from the Net Fund Value. The estimated Individual
17 Settlement amount shall be indicated on the Notice. Individual Settlement Payment for each
18 individual Participating Class Member will result from the calculations set forth in Section III,
19 paragraph 12, *infra*, less all applicable state and federal withholding taxes, including FICA, FUTA
20 and SDI contributions and any other applicable payroll deductions required by law as a result of the
21 payment of the amount allocated to such Participating Class Member under the terms of this
22 Stipulation.

23 21. "Named Plaintiff" means Jesus Mayoral.

24 22. "Net Fund Value" or "NFV" means, and refers to, the funds available to be
25 distributed to Participating Class Members from the Gross Fund Value after payment of any
26 Attorneys' Fees and Cost Awards, Service Award, Settlement Administration Costs, and the
27 PAGA payment.

28 23. "Notice" means and refers to the "Notice of Class Action Settlement" that the

1 Court directs to be sent via regular mail to all Class Members (substantially in the form annexed
2 hereto as Exhibit 1).

3 24. "Objection/Exclusion Deadline" means and refers to the date no later than forty
4 five (45) calendar days after the date the Class Notices are mailed (judged by the postmark date) to
5 Class Members by the Settlement Administrator, on or before which a Class Member, may (1)
6 validly submit a Notice of Objection, (2) submit a Request for Exclusion, or (3) challenge with
7 documentary evidence his or her Total Workweeks.

8 25. "PAGA Payment" means and refers to Four Thousand Five Hundred Dollars
9 (\$4,500) of the Gross Fund Value, which constitutes penalties pursuant to California's Private
10 Attorneys General Act of 2004 (California Labor Code § 2699 et seq., or "PAGA,") and pursuant
11 to Labor Code Section 2699(i), which will be distributed as follows: 25% to the Participating
12 Class Members and 75% to the California Labor and Workforce Development Agency, which
13 shall be Three Thousand Three Hundred Seventy Five Dollars (\$3,375). The 25% portion of the
14 PAGA Payment that shall be paid to the Participating Class Members shall remain within the Net
15 Fund Value so that it is available to be included within the calculation of the Participating Class
16 Members' Individual Settlement Payments.

17 26. "Participating Class Member" means and refers to any and all Class Members who
18 are not Excluded Class Members.

19 27. "Parties" means, and refers to Defendant, the Named Plaintiff, and the Class
20 Members.

21 28. "Preliminary Approval Order" means, and refers to, the Order issued by the Court
22 preliminarily approving the terms of the Settlement.

23 29. "Preliminary Approval Date" means and refers to the date that the Court enters the
24 Preliminary Approval Order.

25 30. "Preliminary Approval Hearing" means and refers to the hearing on Named
26 Plaintiff's Motion for Preliminary Approval, as discussed in Section III, Paragraph 10, *infra*.

27 31. "Qualified Settlement Fund" means and refers to the fund to be established by the
28 Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1.

1 32. “Released Claims” is defined as follows: Upon the Effective Date and upon
2 Defendant fully funding the Settlement, Participating Class Members for the Class Period shall
3 fully and finally release and discharge the Released Parties of all claims, rights, demands,
4 liabilities, damages, attorneys’ fees, costs, and causes of action of every nature and description,
5 arising from any and all claims which were asserted in the Action or could have been asserted
6 based on the facts alleged in the Action, and arising during the Class Period of this settlement,
7 including statutory, constitutional or common law claims for wages, damages, unpaid costs,
8 liquidated damages, penalties, interest, attorneys’ fees, litigation costs, restitution, equitable relief,
9 or other relief under California Business & Professions Code §17200, et seq. based on the
10 following categories of allegations as set forth in the operative complaint: (a) all claims for unpaid
11 overtime wages; (b) all claims for unpaid minimum wages; (c) all claims for failure to provide
12 meal periods; (d) all claims for failure to authorize and permit rest periods; (e) all claims for the
13 failure to promptly pay all wages due and owing at the time of an employee’s termination or
14 discharge; (f) all claims for the failure to issue properly itemized wage statements; (g) all claims
15 for Unfair Competition or Business Practices under California’s Business and Professions Code
16 based on the preceding claims; (h) all claims for any and all penalties pursuant to the California
17 Labor Code and/or the Private Attorneys General Act of 2004 based on the preceding claims and
18 (i) all violations of Labor Code §212.

19 33. “Released Parties” means and refers to Defendant Friends of the Antelope Valley
20 Fair, Inc. and its successors in interest, past, present, or future parents, subsidiaries and related or
21 affiliated corporations, and their past, present, or future officers, directors, shareholders,
22 employees, agents, principals, heirs, joint employers, staffing agencies, representatives,
23 accountants, auditors, attorneys, consultants, insurers, and reinsurers, and each of their respective
24 successors and predecessors in interest, subsidiaries, affiliates, parents, and each of their company-
25 sponsored employee benefit plans, and all of their respective officers, directors, owners,
26 employees, administrators, fiduciaries, trustees, and agents.

27 34. “Service Award” means and refers to the amount that the Court authorizes to be
28 paid to the Named Plaintiff over and above his/her Individual Settlement Payment, in recognition

1 of Named Plaintiff's efforts in assisting with the prosecution of the Action on behalf of the Class
2 Members and in return for executing a General Release of all Claims against Released Parties.
3 Named Plaintiff will request, and Defendant will not oppose, a Service Award up to Five
4 Thousand Dollars (\$5,000). Named Plaintiff will be issued an IRS Form 1099 in connection with
5 his Service Award.

6 35. "Settlement Award" means, and refers to, the total portion of the Net Fund Value
7 payable to each Class Member after deduction of all applicable state and federal employment
8 withholding taxes, FICA and FUTA contributions and any other applicable payroll deductions
9 required by law.

10 36. "Gross Fund Value" means, and refers to, the total amount that Defendant will be
11 required to pay by this Settlement. The Gross Fund Value consists of the Attorneys' Fees and
12 Costs Award, the Service Award, the Settlement Administration Costs, the PAGA Payment and
13 the Net Fund Value. The Gross Fund Value is equal to One Hundred Fifty Thousand Dollars
14 (\$150,000.00). In addition, Defendant must also pay the employer side share of payroll taxes, as
15 described below.

16 37. "Workweek" is any calendar week during the Class Period in which a Class
17 Member was employed by Defendant.

18 38. "Total Workweeks" means and refers to the sum of all the Workweeks a Class
19 Member was employed during the Class Period.

20 II. RECITALS

21 This Stipulation is made by the Named Plaintiff on behalf of herself and each of the other
22 Class Members, on the one hand, and the Defendant, on the other hand, in this Action, and is subject
23 to the approval of the Court.

24 A. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

25 At or about the time that the Named Plaintiff files her motion for preliminary approval of
26 this Settlement Agreement, the Named Plaintiff shall request certification of the Class for settlement
27 purposes only.

28 Limitation on Effect of Certification.

4829-4801-4580.1

1 The certification of the Class – for settlement purposes only – shall not constitute, in this or
2 any other proceeding, an admission of any kind by Defendant, including without limitation, that
3 certification of a class or collective action for trial purposes is appropriate or proper or that Named
4 Plaintiff could establish any of the requisite elements for class or collective treatment of any of the
5 claims in the Action. In the event that the Settlement is not finally approved, or the Settlement is
6 otherwise terminated or rendered null and void, the certification of the Class shall be automatically
7 vacated and shall not constitute evidence or a binding determination that the requirements for
8 certification of a class or collective action for trial purposes in this Action or in any other actions
9 are satisfied. In such circumstances, Defendant expressly reserves all rights to challenge the Class
10 certification for any purpose other than settlement purposes in this Action or in any other action on
11 all available grounds as if no class had been certified for settlement purposes in the Action, and no
12 reference to the prior certification of this class, or any documents related thereto, shall be made
13 available for any purpose. Additionally, the Parties stipulate that to further the certification for
14 settlement purposes, and for no other purpose or effect, the Named Plaintiff is typical of other Class
15 Members and can represent the Class.

16 **B. INVESTIGATION IN THE CLASS ACTION**

17 The Parties have conducted significant investigation of the facts and law during the
18 prosecution of this Action. Discovery and investigation included: the exchange of discovery
19 between Plaintiff and Defendant including the production by Plaintiff of all documents related to
20 Plaintiff's employment with Defendant, the production of documents by Defendant including
21 Defendant's employee handbooks, policies and procedures regarding the payment of wages, time
22 keeping, overtime, meal and rest periods and the production of detailed voluminous class-wide
23 payroll and time punch data by Defendant. Plaintiff's counsel retained an expert to review
24 timekeeping records and payroll records and to assist in the preparation of a damage analysis for
25 this litigation. Also there were numerous conferences between representatives of the Parties and a
26 full day-long mediation session with Steve Rottman, Esq. an experienced mediator of wage-and-
27 hour class actions, on May 20, 2021.

28 **C. BENEFITS OF SETTLEMENT TO CLASS MEMBERS**

Named Plaintiff and Class Counsel recognize the expense and length of continued

1 proceedings necessary to litigate their disputes through trial and through any possible appeals.
2 Named Plaintiff has also taken into account the uncertainty and risk of the outcome of further
3 litigation, and the difficulties and delays inherent in such litigation. Named Plaintiff and Class
4 Counsel are also aware of the burdens of proof necessary to establish liability for the claims
5 asserted in the Action, both generally and in response to Defendant's defenses thereto (many of
6 which have been shared at the mediation and in settlement discussions). Named Plaintiff and
7 Class Counsel have also taken into account the extensive settlement negotiations conducted.
8 Named Plaintiff and Class Counsel have also taken into account Defendant's agreement to enter
9 into a settlement that confers substantial relief upon the Class Members. Based on the foregoing,
10 Named Plaintiff and Class Counsel have determined that the Settlement set forth in this
11 Agreement is a fair, adequate and a reasonable settlement, and is in the best interests of the Class
12 Members.

13 **D. DEFENDANT'S REASONS FOR SETTLEMENT**

14 Defendant has concluded that any further defense of this litigation would be protracted and
15 expensive for all Parties. Substantial amounts of Defendant's time, energy and resources have
16 been and, unless this Settlement is made, will continue to be devoted to the defense of the Claims
17 asserted by the Class. Defendant has also taken into account the risks of further litigation in
18 reaching its decision to enter into this Settlement. Defendant has, therefore, agreed to settle in the
19 manner and upon the terms set forth in this Agreement to put to rest the Claims as set forth in the
20 Action.

21 **E. DEFENDANT'S DENIAL OF WRONGDOING**

22 Defendant does not admit any wrongdoing and contends that they fully complied with the
23 law at all times in all respects. Whether the Settlement is finally approved, neither this Settlement,
24 nor any terms, document, statement, proceeding or conduct related to settlement, nor any reports
25 or accounts thereof, shall in any event be (a) construed as, offered or admitted in evidence as,
26 received as, or deemed to be evidence for any purpose, including, but not limited to, evidence of a
27 presumption, concession, indication, or admission by Defendant of any fault, wrongdoing, liability
28 and/or unlawful activity whatsoever or any effort to certify a class or collective action; or (b)

disclosed, referred to, or offered or received in evidence, in any further proceeding in this action, or any other civil, criminal or administrative action or proceeding, except for purposes of settling this Action or enforcing this Settlement, or as a defense to any claims released by the Settlement.

F. NAMED PLAINTIFF'S CLAIMS

Named Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Named Plaintiff or Class Counsel as to the merits or lack thereof of the Claims asserted.

III. STIPULATION AND AGREEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED, by and among the Named Plaintiff on behalf of the Class Members on the one hand, and Defendant on the other hand, and subject to the approval of the Court, that the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Agreement, subject to the definitions and recitals set forth in Sections I and II, *supra*, which by this reference become an integral part of this Agreement, and subject to the following terms and conditions:

1. **Full Investigation.** Named Plaintiff and Class Counsel have fully investigated the factual and legal bases for the causes of action asserted in the Action.

2. **Release As To All Participating Class Members.** Upon the Effective Date and upon Defendant fully funding the Settlement, the Participating Class Members, including the Named Plaintiff, release the Released Parties for the Released Claims for the Class Period.

3. **General Release By Named Plaintiff Only.** In addition to the releases made by the Participating Class Members as set forth in Section I, Paragraphs 32 *supra*, Named Plaintiff, in exchange for the Service Award as requested or as otherwise authorized by the Court, will, as of the Effective Date, make the additional following General Release of all her Claims, known or unknown, in exchange and consideration of the sum set forth in Section I, Paragraph 34, *supra*. As of the Effective Date and upon Defendant fully funding the Settlement, Named Plaintiff only for herself agrees to the General Release of the Released Parties. Named Plaintiff as of the

1 Effective Date also agrees to release all wage and hour Claims, including, but not limited to,
2 overtime wages, expense reimbursement, meal and rest period sanctions, penalties under the
3 Private Attorneys General Act and all other Released Claims. Also, without limiting the
4 generality of the foregoing: NAMED PLAINTIFF only ALSO SPECIFICALLY AGREES AND
5 ACKNOWLEDGES WAIVER OF ANY RIGHT TO RECOVERY ARISING OUT OF HER
6 EMPLOYMENT WITH DEFENDANT INCLUDING BUT NOT LIMITED TO STATE OR
7 FEDERAL SEX, GENDER, CITIZENSHIP, RACE, COLOR, NATIONAL ORIGIN, MARITAL
8 STATUS, RELIGION, VETERAN STATUS, DISABILITY, SEXUAL ORIENTATION,
9 MEDICAL CONDITION OR OTHER ANTI DISCRIMINATION LAWS, INCLUDING,
10 WITHOUT LIMITATION, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE
11 AMERICANS WITH DISABILITIES ACT AND THE CALIFORNIA FAIR EMPLOYMENT
12 AND HOUSING ACT, OR BASED ON THE FAMILY AND MEDICAL LEAVE ACT, THE
13 EMPLOYEE RETIREMENT INCOME SECURITY ACT, THE WORKER ADJUSTMENT
14 AND RETRAINING ACT, THE FAIR LABOR STANDARDS ACT AND THE CALIFORNIA
15 LABOR CODE, ALL AS AMENDED, WHETHER SUCH CLAIM BE BASED UPON AN
16 ACTION FILED BY EMPLOYEES OR BY A GOVERNMENTAL AGENCY.

17 The General Release as to Named Plaintiff includes any unknown Claims that Named
18 Plaintiff does not know or suspect to exist in her favor at the time of the General Release, which, if
19 known by her, might have affected her settlement with, and release of, the Released Parties or
20 might have affected her decision not to object to this Settlement or the General Release.

21 With respect to her General Release, Named Plaintiff stipulates and agrees that, upon the
22 Effective Date, Named Plaintiff shall be deemed to have, and by operation of the Final Judgment
23 shall have, expressly waived and relinquished, to the fullest extent permitted by law, the
24 provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar
25 provision under federal or state law, which provides:

26 A general release does not extend to claims which the creditor does not know or
27 suspect to exist in his or her favor at the time of executing the release, which if
28 known by him or her must have materially affected his or her settlement with the
debtor.

1
2 Named Plaintiff may hereafter discover facts in addition to or different from those she now
3 knows or believes to be true with respect to the subject matter of the General Release, but Named
4 Plaintiff upon the Effective Date shall be deemed to have, and by operation of the Final Judgment
5 shall have, fully, finally, and forever settled and released any and all of the claims released
6 pursuant to the General Release whether known or unknown, suspected or unsuspected, contingent
7 or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity
8 now existing or coming into existence in the future, including, but not limited to, conduct that is
9 negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard
10 to the subsequent discovery or existence of such different or additional facts.

11 4. Service Award. Subject to Court approval, and expressly in exchange for the
12 release of all Released Claims and for her time and effort in bringing and prosecuting this matter,
13 Named Plaintiff shall be paid a Service Award up to a total of Five Thousand Dollars (\$5,000), or
14 such other distribution or lower amount as the Court may order. The Service Award shall be paid
15 from the Gross Fund Value and shall not increase the Gross Fund Value. The Service Award shall
16 be paid to the Named Plaintiff by the Settlement Administrator no later than ten (10) business days
17 after Defendant delivers the Gross Fund Value to the Settlement Administrator for deposit into the
18 Qualified Settlement Fund. The Parties agree that a decision by the Court to award Named
19 Plaintiff an amount less than the amount stated above shall not be a basis for Class Counsel to
20 void this Stipulation. The Settlement Administrator shall issue Named Plaintiff an IRS Form 1099
21 for the Service Award. Any amount awarded for service payments to the Named Plaintiff less than
22 the requested amounts will result in the non-awarded funds to be awarded to Participating Class
23 Members on a proportionate basis to the amount of their Individual Settlement Payment. The
24 Named Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on this
25 payment. The Service Award shall be paid in addition to the Named Plaintiff's share of the
26 Settlement Amount as a Participating Class Member.

27 5. Tax Liability. Defendant makes no representations as to the tax treatment or legal
28 effect of the payments called for hereunder, and Named Plaintiff and Participating Class Members

1 are not relying on any statement or representation by Defendant in this regard. Named Plaintiff
2 and Participating Class Members understand and agree that except for Defendant's payment of the
3 employer's portion of any payroll taxes, they will be solely responsible for the payment of any
4 taxes and penalties assessed on the payments described herein.

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

1 7. Creation Of The Qualified Settlement Fund And Administration Of The Settlement.

2 Within twenty one (21) days after the Effective Date, Defendant shall deliver the Gross
3 Fund Value of One Hundred Fifty Thousand Dollars (\$150,000) as required by this Stipulation
4 into the Qualified Settlement Fund created by the Settlement Administrator. Defendant shall also
5 simultaneously deliver to the Settlement Administrator, Defendant's (Employer) share of payroll
6 taxes, including but not limited to, FICA, FUTA and SDI contributions. In addition to the
7 employer's portion of payroll taxes, payments from the Qualified Settlement Fund shall be made
8 (1) for the Service Award to the Named Plaintiff, as specified in this Agreement and approved by
9 the Court; (2) the Attorneys' Fees and Cost Award to be paid to Class Counsel, as specified in this
10 Agreement and approved by the Court; (3) the Settlement Administration Costs; and (4) the
11 amount allocated to PAGA penalties to be paid to the California Labor Workforce and
12 Development Agency. The balance remaining shall constitute the Net Fund Value from which
13 Individual Settlement Payments shall be made to Participating Class Members, less applicable
14 taxes and withholdings.

15 8. Attorneys' Fees And Cost Award. Defendant agrees not to oppose or impede any
16 application or motion by Class Counsel for attorneys' fees in the amount of Forty Nine Thousand
17 Five Hundred Dollars (\$49,500) or Thirty-Three percent (33%) of the Gross Fund Value.
18 Defendant further agrees not to oppose any application or motion by Class Counsel for the
19 reimbursement of any actual costs associated with Class Counsel's prosecution of this matter not
20 in excess of Thirteen Thousand Dollars (\$13,000). Class Counsel will provide verification of the
21 cost amount that it is seeking to be reimbursed. Any amount awarded for attorneys' fees and costs
22 to Class Counsel less than Forty Nine Thousand Five Hundred Dollars (\$49,500) and Thirteen
23 Thousand Dollars (\$13,000), respectively, will result in the non-awarded amounts to be awarded
24 to Participating Class Members on a proportionate basis to the amount of their Individual
25 Settlement Payments. Class Counsel shall be paid any Court-approved fees and costs no later than
26 ten (10) business days after Defendant delivers the required funds to the Settlement Administrator
27 for deposit into the Qualified Settlement Fund. Class Counsel shall be solely and legally
28 responsible to pay all applicable taxes on the payment made to Class Counsel. Forms 1099 –

1 MISC, Box 14 shall be provided to Class Counsel for the payments made, and Class Counsel shall
2 provide, before the Effective Date, properly completed Forms W-9.

3 9. Settlement Administrator. The Settlement Administrator shall be paid for the costs
4 of administration of the Settlement out of the Gross Fund Value as deposited in the Qualified
5 Settlement Fund. The estimate of such costs of administration for the disbursement of the Gross
6 Fund Value is no more than Fifteen Thousand Dollars (\$15,000.) Any amount awarded for costs
7 of administration to Settlement Administrator, or such other entity upon whom the Parties
8 mutually agree, less than Fifteen Thousand Dollars (\$15,000) will result in the non-awarded
9 amount to be awarded to Participating Class Members on a proportionate basis to the amount of
10 their Individual Settlement Payments. This estimate includes all tasks required of the Settlement
11 Administrator by this Agreement including the issuance of the Notice, the issuance of settlement
12 checks, the required tax reporting on the settlement amounts, including the issuing of W2 and
13 1099 forms (if any), the handling of Class Member questions and disputes and the calculation of
14 employee withholding taxes and the employer payroll taxes, which will be remitted to the tax
15 authorities by the Claims Administrator. At least sixteen (16) court days prior to the Final
16 Approval Hearing, the Settlement Administrator shall provide the Court and all counsel for the
17 Parties with a statement detailing the costs of administration of the Gross Fund Value and the
18 breakdown of the Gross Fund Value.

19 10. Preliminary Settlement Hearing/Alterations to this Agreement. As part of this
20 Settlement, the Parties agree to the following procedures for obtaining preliminary Court approval
21 of the Settlement:

22 a. Plaintiff shall file a Motion for Preliminary Approval and request a hearing before
23 the Court to request preliminary approval of the Settlement and to request the entry of the
24 Preliminary Approval Order.

25 b. Simultaneous with and/or included in the filing of the Motion for Preliminary
26 Approval, and solely for purposes of this Settlement, Named Plaintiff will request the Court to
27 enter the Preliminary Approval Order, preliminarily approving the proposed Settlement,
28 conditionally certifying the Class, and setting a date for a Final Approval Hearing.

1 c. In conjunction with the Motion for Preliminary Approval, Named Plaintiff will
2 submit this Stipulation and Settlement of Class Action and PAGA Agreement, which sets forth the
3 terms of this Settlement Agreement, and will include proposed forms of all notices and other
4 documents as attached hereto necessary to implement the Settlement. The Order shall provide for
5 Notice of the Settlement to be sent to Class Members as specified herein.

6 d. In the event any provision of the Settlement is rejected by the Court, the Parties
7 will work in good faith to negotiate alteration of the rejected term. The parties agree to use the
8 services of a mediator if informal efforts to negotiate alteration have been exhausted.

9 e. If, following the Parties' good faith efforts and mediation, the Parties cannot agree
10 on alterations, or if ultimately the Court does not grant preliminary or final approval of the
11 Settlement in its entirety, or if the Court's final approval of the Settlement agreement is reversed
12 or materially modified on appellate review, then this Settlement will become null and void. In
13 such case, the Settlement shall not be used or be admissible in any subsequent proceedings, either
14 in this Action, in this Court, or in any other Court or forum.

15 11. Settlement Administration/Management. The Individual Settlement Payments shall
16 be managed and administered as follows:

17 a. Claims administrator, CPT Group, or such other entity upon whom the Parties
18 mutually agree, shall be retained to serve as Settlement Administrator. The Parties each represent
19 they do not have any financial interest in the Settlement Administrator or otherwise have a
20 relationship with the Settlement Administrator that could create a conflict of interest.

21 b. Defendant shall provide the Settlement Administrator the Class List and Data
22 Report within fourteen (14) days of the Preliminary Approval Date.

23 c. Within twenty one (21) days of receipt of the Class List and Data Report, the
24 Settlement Administrator shall mail the Class Notice to each Class Member in accordance with
25 Section III, Paragraph 13, *infra*.

26 d. Participating Class Members will be eligible to receive an Individual Settlement
27 Payment, calculated in accordance with Section III, Paragraph 12, *infra*.

28 e. The Settlement Administrator shall provide Defendant's Counsel and Class

1 Counsel a weekly report showing the names and number of Class Members who have objected to
2 or requested exclusion from the Settlement (if any). Sixteen (16) court days prior to the Final
3 Approval Hearing, the Settlement Administrator shall provide Defendant's Counsel and Class
4 Counsel a final report showing the names and number of Class Members who have objected to or
5 requested exclusion from the Settlement.

6 f. The Parties agree to cooperate in the settlement administration process and to make
7 all reasonable efforts to control and minimize the costs and expenses incurred in administration of
8 the Settlement.

9 g. The Settlement Administrator shall be responsible for: printing and mailing the
10 Notices as directed by the Court; receiving and reporting the objections/requests for exclusion and
11 challenges to the Individual Settlement Payments submitted by Class Members; mailing Individual
12 Settlement Payments to Participating Settlement Class Members; mailing the payment to the
13 Labor Workforce Development Agency; and other tasks as the Parties mutually agree or the Court
14 orders the Settlement Administrator to perform (including the calculation and remittance of
15 employer taxes which will be paid by Defendant in addition to Gross Fund Value. The Settlement
16 Administrator shall keep Defendant, Defendant's Counsel and Class Counsel timely apprised of
17 the performance of all Settlement Administrator responsibilities.

18 h. The Settlement Administrator, on Defendant's behalf, shall have the authority and
19 obligation to make payments, credits and disbursements, including payments and credits in the
20 manner set forth herein to Participating Class Members, calculated in accordance with the
21 methodology set out in this Agreement and orders of the Court.

22 i. Any tax return filing required by this Agreement shall be made by the Settlement
23 Administrator. Any expenses incurred in connection with such filing shall be a cost of
24 administration of the Settlement.

25 j. No person shall have any claim against Defendant or Defendant's Counsel, the
26 Named Plaintiff, Class Members, the Class, Class Counsel or the Settlement Administrator based
27 on distributions and payments made in accordance with this Agreement.

28 k. The Claims Administrator will provide to Defendant, as soon as practicable, but no

1 later than 60 days after Preliminary Approval is granted, a fully-executed IRS W-9 form and a
2 completed Supplier Profile and ACH Enrollment Form which Defendant requires to process and
3 issue any payment.

4 12. Calculation Of Individual Settlement Payments. The Individual Settlement Payments will be
5 calculated as follows:

6 a. The Settlement Administrator will be provided each Class Members' Total
7 Workweeks as defined in Section I, Paragraph 38, supra, based on the Class List and Data Report,
8 which shall be presumed to be correct. A Class Member's workweek is defined as any calendar
9 week during the Class Period in which a Class Member was employed by Defendant. If a Class
10 Member disagrees with his or her Total Workweeks, which shall be set forth in the Notice he or she
11 may challenge the Total Workweeks in the manner set forth in Section III, Paragraph 14(c), infra.

12 b. The Settlement Administrator will calculate the Aggregate Workweek Number by
13 adding the sum of all of the Participating Class Members' Total Workweeks.

14 c. The Settlement Administrator will divide the Net Fund Value by the Aggregate
15 Workweek Number to calculate the weekly settlement amount.

16 d. The Settlement Administrator will calculate each Class Members' Individual
17 Settlement Award by multiplying his or her Total Workweeks times the Weekly Settlement Amount.
18 Each Class Members' estimated Individual Settlement Award will be indicated on the Notice.

19 e. The Weekly Settlement Amount and Individual Settlement Award estimates
20 indicated on the Notice are subject to change, depending on factors including: (i) how many Class
21 Members become Excluded Class Members (resulting in their Total Workweeks being removed
22 from the final Aggregate Workweek Number, thereby increasing the final weekly settlement
23 amount); (ii) any changes to the Total Workweeks resulting from challenges to Total Workweeks
24 submitted by Class Members resulting in workweek adjustments, which may increase or decrease
25 the final Aggregate Workweek Number and the final weekly settlement amount; and (iii) any
26 increases or reductions in the Net Fund Value which may result from, inter alia, changes to the actual
27 amount of PAGA Payment, and/or Settlement Administration Costs approved by the Court.

28 f. Each Participating Class Member's Individual Settlement Payment will be allocated
as follows: (a) 20% as wages; and (b) 80% as interest and penalties. The portion allocated to wages

1 ("Wage Component") shall be reported on an IRS Form W-2 and the portions allocated to interest
2 and penalties (the "Non-Wage Component") shall be reported on an IRS Form-1099 by the Claims
3 Administrator.

4 g. The employee's portion of employment taxes, including payroll deductions for state
5 and federal withholding taxes, and any other applicable payroll deductions, shall be made from each
6 Participating Class Members Wage Component, resulting in a "Net Wage Component." The Claims
7 Administrator will issue a W-2 for the Wage Component.

8 i. No withholding shall be made on the Non-Wage Component of the settlement. The
9 Claims Administrator will issue an IRS Form 1099 for the Non-Wage Component.

10 ii. The Net Wage Component shall be added to the Non-Wage Component, resulting in
11 each Participating Class Members Individual Settlement Payment.

12 h. The Settlement Administrator, on Defendant's and Class Counsel's collective behalf,
13 shall have the authority and obligation to make payments, credits and disbursements, including
14 payments and credits in the manner set forth herein, to Class Members calculated in accordance
15 with the methodology set out in this Agreement and orders of the Court. The Settlement
16 Administrator shall be responsible for calculating and withholding all required state and federal
17 taxes.

18 i. No person shall have any claim against Defendant, Defendant's Counsel, the Named
19 Plaintiffs, Plaintiffs, the Class, Class Counsel, or the Settlement Administrator based on any errors
20 or omissions in the distributions and payments that are required to be made in accordance with the
21 terms of this Agreement.

22 13. Notice To Class Members. Notice of the Settlement shall be provided to all Class
23 Members using the following procedures:

24 a. Notice By First-Class Mail. Within twenty one (21) days after receipt of the Class List
25 and Data Report, the Claims Administrator shall mail the Class Notice , which has been mutually
26 approved by counsel for the Parties, to the Class Members via first-class regular U.S. Mail. The
27 Class Notice is substantially in the form annexed hereto as Exhibit 1. Prior to mailing, the Claims
28 Administrator will perform a search based on the National Change of Address Database
information to update and correct for any known or identifiable address changes. If a new address

1 is obtained by a way of a returned Class Notice, then the Claims Administrator shall promptly
2 forward the original Class Notice to the updated address via first-class regular U.S. mail
3 indicating on the original Class Notice the date of such re-mailing.

4 b. No Requirement for a Claim Form. Class Members shall not be required to submit a
5 Claim Form to receive an Individual Settlement Payment.

6 c. Objection/Exclusion Deadline Date and Deadline to Challenge Total Workweeks: Class
7 Members will have forty five (45) calendar days from the mailing of the Class Notice to submit an
8 objection and/or request for exclusion from the Settlement, or challenge the Total Workweeks
9 indicated on their Class Notice.

10 d. Procedure For Undeliverable Notices. Any Class Notices returned to the Settlement
11 Administrator as non-delivered on or before the Objection/Exclusion Deadline Date shall be sent
12 to the forwarding address affixed thereto within five (5) business days. If no forwarding address is
13 provided, then the Settlement Administrator shall promptly attempt to determine a correct address
14 using a single skip-trace, computer or other search using the name and address of the individual
15 involved, and shall then perform a single re-mailing within five (5) business days. In the event the
16 procedures in this paragraph are followed and the intended recipient of a Notice still does not
17 receive the Notice, the Class Member shall be bound by all terms of the Settlement and any Final
18 Judgment entered by the Court if the Settlement is approved by the Court.

19 e. No later than sixteen (16) court days prior to the Final Approval Hearing, the
20 Settlement Administrator shall provide Defendant's Counsel and Class Counsel: (i) the names and
21 contact information of the Class Members objecting to or requesting exclusion from the
22 Settlement; and (ii) the amount owed to each Participating Class Member.

23 14. Procedure For Objecting To or Requesting Exclusion From The Class Action
24 Settlement, or Challenging Total Workweeks. The Class Members shall submit objections to the
25 Settlement and/or request exclusion from the Settlement and/or submit a challenge to their Total
26 Workweeks using the following procedures:

27 a. Procedure For Objecting. The Class Notice shall provide that those Class Members
28 who wish to object to the Settlement shall mail a written statement of objection

1 ("Notice of Objection") to the Settlement Administrator, no later than the
2 Objection/Exclusion Deadline Date. The postmark date of the mailing shall be
3 deemed the exclusive means for determining if a Notice of Objection is timely. The
4 Notice of Objection must contain the Class Member's name, the last four digits of
5 his/her social security number, dates of employment, current contact information, a
6 statement providing the basis for the Class Member's objections, a statement
7 advising if the objecting Class Member plans to address the Court at the Settlement
8 Fairness Hearing, and any legal briefs, papers or memoranda the objecting Class
9 Member proposes to submit to the Court. Class Members regardless of whether or
10 not they submit a written objection to the Claims Administrator will have the right
11 to appear at the Final Approval Hearing in order to have their objections heard by
12 the Court. No later than sixteen (16) court days before the Settlement Fairness
13 Hearing, the Claims Administrator shall provide counsel for the Parties with
14 complete copies of all objections received, including the postmark dates for each
15 objection. Class Counsel and Counsel for Defendant shall file any responses to any
16 written objections submitted to the Court in accordance with this Settlement
Agreement at least five (5) days before the Fairness Settlement Hearing.

- 17 b. Procedure For Requesting Exclusion. The Notice shall provide that Class Members
18 who wish to exclude themselves from the Class must submit a written request to be
19 excluded ("Request for Exclusion") from the Class on or before the
20 Objection/Exclusion Deadline Date. Such Request for Exclusion: (1) must contain
21 the name, address, telephone number and the last four digits of the Social Security
22 number of the person requesting exclusion; (2) must be signed by the person
23 requesting exclusion; (3) must be returned by mail to the Settlement Administrator
24 at the specified address; (4) and must be postmarked on or before the
25 Objection/Exclusion Deadline Date. The date of the postmark on the return mailing
26 envelope shall be the exclusive means used to determine whether a request for
27 exclusion has been timely submitted. Any Class Member who requests an exclusion
28 from the Class will not be entitled to any recovery under the Settlement and will not

1 be bound by the Settlement or have any right to object, appeal or comment
2 thereon. Class Members who fail to submit valid and timely a Request for Exclusion
3 on or before the Objection/Exclusion Deadline Date shall be Participating Class
4 Members and shall be bound by all terms of the Settlement and any Final Judgment
5 entered in this Class Action if the Settlement is approved by the Superior Court. No
6 later than sixteen (16) court days before the Settlement Fairness Hearing, the
7 Settlement Administrator shall provide counsel for the Parties with a complete list of
8 all members of the Settlement Class who have timely requested exclusion from the
9 Settlement. At no time shall any of the Parties or their counsel seek to solicit or
10 otherwise encourage members of the Settlement Class to submit a Request for
11 Exclusion from the Settlement.

- 12 c. Procedure for Contesting Individual Settlement Payment: Each Class Members will
13 have the opportunity, should he/she disagrees with Defendant's records regarding
14 his/her Total Workweeks as presented in his/her Class Notice, to provide
15 documentation to show contrary employment dates. To do so, Class Members must
16 contact the Settlement Administrator, along with all applicable documentary
17 evidence to support his/her dispute regarding his/her Total Workweeks prior to the
18 Objection/Exclusion Deadline. Moreover, an individual can only dispute his/her
19 number of Total Workweeks if he/she does not exclude himself/herself from the
20 Settlement. If there is a dispute, the Settlement Administrator will consult with the
21 Parties to determine whether a workweek adjustment is warranted. Class Counsel
22 and Defendant's Counsel shall meet and confer in an attempt to reach an agreement
23 regarding whether a workweek adjustment is warranted based on the documentary
24 evidence submitted by the Class Member to challenge his/her Total Workweeks. If
25 they cannot agree, the Settlement Administrator shall make the final determination
26 of whether or not a workweek adjustment is warranted and that determination shall
27 be conclusive, final and binding on all Parties, including all Class Members. In the
28 event that a workweek adjustment is warranted, the additional amount owed to said
Class Member, if any, shall be paid as part of that Participating Class Member's

Individual Settlement Payment and no adjustment will result in an increase to the Gross Fund Value.

- d. No Solicitation Of Settlement Objections. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal from the Order and Final Judgment.

15. Procedure For Payment Of Individual Settlement Payments:

- a. Except for Excluded Class Members, all Participating Class Members will receive an Individual Settlement Payment.
- b. Individual Settlement Payments for Class Members shall be paid exclusively from the Qualified Settlement Fund, pursuant to the settlement formula set forth herein, and shall be mailed within ten (10) business days after Defendant delivers the required funds to the Settlement Administrator for deposit into the Qualified Settlement Fund.
- c. Should any question arise regarding the determination of eligibility for, or the amounts of, any Individual Settlement Payment under the terms of this Agreement, Class Counsel and Defendant's Counsel shall meet and confer in an attempt to reach agreement. If they cannot agree, the Settlement Administrator shall make the final determination, and that determination shall be conclusive, final and binding on all Parties, including all Class Members.
- d. Any checks issued by the Settlement Administrator to Participating Class Members shall be negotiable for one hundred and eighty (180) calendar days. Those funds represented by Settlement checks returned as undeliverable and those Settlement checks remaining uncashed for more than 180 days after issuance (collectively, "Uncashed Settlement Checks") shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500 et seq. for the benefits of those Settlement Class Members who did not cash their checks until such time they claim their property. The parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net Fund Value (NFV) will be paid out to Settlement Class Members, whether or not they all cash their settlement checks.
- e. Although Participating Class Members who do not timely cash their Individual Settlement

1 Payments shall not immediately receive the monies from those checks, such persons shall
2 nonetheless be Participating Class Members and will be bound by all terms of the Settlement and
3 any Final Judgment entered in this Class Action if the Settlement is approved by the Superior Court,
4 including the release of the Released Claims, unless they timely file a valid request for exclusion as
5 set forth herein.

6 16. Class Size Differential. It is represented by Defendant that there are no more than
7 360 Class Members during the Class Period. If the number of Class Members increases by more
8 than five percent (5%) of the number set forth herein, then the Gross Fund Value shall increase in
9 the exact proportionate amount as any increase in the number of Class Members beyond the five
10 percent (5%) increase (e.g. If there is an increase of 7% in number of Class Members then there
11 will be a 2 % increase in the Gross Fund Value.)

12 17. Claims Deemed Waived. Any Class Member who does not request exclusion as set
13 forth above is deemed to be a Participating Class Member and thereby is deemed to have released
14 the Released Claims against Released Parties as set forth herein, regardless of whether or not they
15 timely cash their Individual Settlement Payment.

16 18. Certification By Settlement Administrator. Upon completion of administration of the
17 distributions, the Settlement Administrator shall provide written certification of such completion to
18 the Court and counsel for all Parties.

19 19. Final Approval Hearing And Entry Of Final Judgment. Upon expiration of the
20 Objection/Exclusion Deadline Date, with the Court's permission, a Final Fairness Hearing shall be
21 conducted to determine final approval of the Settlement along with the amount properly payable for
22 (i) the Attorneys' Fees and Cost Award, (ii) any Service Awards, and (iii) Settlement Administration
23 Costs. The Final Fairness Hearing shall not be held earlier than twenty five (25) calendar days from
24 Objection/Exclusion Deadline Date. Upon final approval of the Settlement by the Court, Class
25 Counsel shall prepare and the Parties shall present the Final Approval Order and Judgment, in a
26 form agreed to in advance by the Parties, for the Court's approval. After entry of the Final Approval
27 Order and Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing:
28 (i) the interpretation and enforcement of the terms of the Settlement; (ii) Settlement administration
matters; and (iii) such post-Final Judgment matters as may be appropriate under court rules or as set

1 forth in this Agreement.

2 20. Defendant shall discharge its obligations to the Class Members through the
3 remittance of the Settlement Award to the Class Members by the Settlement Administrator as set
4 forth hereinabove, regardless of whether checks representing individual settlement sums are actually
5 received and/or negotiated by Participating Class Members. Once Defendant has complied with the
6 obligations set forth in this Joint Stipulation and Settlement of Class Action Claims, it will be
7 deemed to have satisfied all terms and conditions under this Settlement Agreement, and shall have
8 no further obligations under the terms of the Settlement Agreement regardless of what occurs with
9 respect to those sums.

10 21. Nullification Of Settlement Agreement. In the event: (i) the Court does not finally
11 approve the Settlement as provided herein; or (ii) the Court does not enter a Final Approval Order
12 as provided herein, which becomes final as a result of the occurrence of the Effective Date, this
13 Settlement Agreement shall be null and void and any order or judgment entered by the Court in
14 furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties
15 and any funds to be awarded under this Settlement shall be returned to their respective statuses as
16 of the date and time immediately prior to the execution of this Agreement, and the Parties shall
17 proceed in all respects as if this Settlement Agreement had not been executed. In the event an appeal
18 is filed from the Court's Final Judgment, or any other appellate review is sought prior to the
19 Effective Date, administration of the Settlement shall be stayed pending final resolution of the
20 appeal or other appellate review, as well as any fees incurred by the Settlement Administrator prior
21 to it being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate
22 review.

23 22. No Effect On Employee Benefits. Neither the Individual Settlement Payments nor the
24 Service Award to Named Plaintiff shall be deemed to be pensionable earning and shall not have any
25 effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday
26 pay, retirement plans, etc.) of the respective Named Plaintiff or Participating Class Members. The
27 Parties agree that any Individual Settlement Payments to Participating Class Members under the
28 terms of this Agreement do not represent any modification of the Participating Class Members'
previously credited hours of service or other eligibility criteria under any employee pension benefit

1 plan or employee welfare benefit plan sponsored by Defendant. Further, any Individual Settlement
2 Payment, or Service Award hereunder shall not be considered "compensation" in any year for
3 purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan
4 or employee welfare benefit plan sponsored by Defendant. Neither Defendant nor Named Plaintiff
5 are opining on the terms of any such Plan, each of which speaks for itself.

6 23. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
7 interpretation, calculation or payment of settlement claims, or other disputes regarding compliance
8 with this Agreement shall be resolved as follows:

- 9 a. If the Named Plaintiff or Class Counsel, on behalf of the Named Plaintiff or any
10 Class Member, or the Defendant at any time believes that the other Party has
11 breached or acted contrary to the Agreement, that Party shall notify the other Party
12 in writing of the alleged violation.
- 13 b. Upon receiving notice of the alleged violation or dispute, the responding Party shall
14 have ten (10) calendar days to correct the alleged violation and/or respond to the
15 initiating Party with the reasons why the Party disputes all or part of the allegation.
- 16 c. If the response does not address the alleged violation to the initiating Party's
17 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days
18 to resolve their differences.
- 19 d. If Class Counsel and Defense counsel are unable to resolve their respective parties'
20 differences after twenty (20) calendar days referenced in Section III, Paragraph
21 23(a)-(c), supra, either Party may elect to file (1) an appropriate Code of Civil
22 Procedure section 664.6 motion for enforcement with the Court, or (2) take any other
23 legal action to enforce this Settlement Agreement.
- 24 e. In the event that the Court does not agree to adopt the above dispute resolution
25 procedure as part of its Order granting final approval to the Settlement, then the
26 above provisions for Dispute Resolution (Section III, paragraph 23(a)-(d)) are null
27 and void, the remainder of the settlement is unaffected, and the parties shall remain
28 free to submit disputes and/or motions for enforcement of the settlement via
appropriate noticed motion or ex parte application as though Section III, paragraph

23 was not included herein.

24. No Retaliation. Defendant shall not take any adverse action against any Class Member because of the existence of, and/or participation in, the Settlement, or because they choose to benefit from the Settlement or to object to the Settlement. Defendant shall not take action to discourage Class Members from participating in the Settlement.

25. Exhibits And Headings. The terms of this Agreement include the terms set forth in any attached Exhibit 1 which is incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

26. Interim Stay Of Proceedings. The Parties agree to hold all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, in abeyance pending the Settlement Hearing to be conducted by the Court.

27. Amendment Or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

28. Entire Agreement. This Agreement and any attached exhibits constitute the entire agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents. Defendant shall not be required as part of the Settlement to modify or eliminate any of its personnel, compensation or payroll practices, or adopt any new personnel, compensation or payroll practices.

29. Authorization To Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms

1 of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.
2 The persons signing this Agreement on behalf of Defendant represents and warrants that they are
3 authorized to sign this Agreement on behalf of Defendant.

4 30. Binding On Successors And Assigns. This Agreement shall be binding upon, and
5 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

6 31. California Law Governs. All terms of this Agreement and the exhibits hereto shall
7 be governed by and interpreted according to the laws of the State of California.

8 32. No Public Disclosure prior to Preliminary Approval: Named Plaintiff, Defendant, and
9 Class Counsel will not make any public disclosure of the Settlement until after the filing of the
10 Application for Preliminary Approval of the Settlement. Named Plaintiff, Defendant, and Class
11 Counsel represent that they have not made any such disclosure. The foregoing shall not preclude
12 Named Plaintiff or Class Counsel from advising Class Members regarding this Settlement. This
13 section does not preclude Class Counsel or Named Plaintiff from performing their duties as Class
14 Counsel and/or Class Representative. This section does not preclude the posting of the Order and
15 Judgment of Final Approval on the Settlement Administrator's website. Notwithstanding the
16 foregoing, the Parties agree that Defendant may make such disclosures that in Defendant's judgment
17 are required in the ordinary course of business, except that Defendant and its counsel shall not
18 encourage Class Members to opt out. Thereafter, Class Counsel and Named Plaintiff agree not to
19 publicize the terms of this Settlement with the media or others, including but not limited to, any
20 newspaper, journal, magazine, website, and/or on-line reporter of settlements. Class Counsel may
21 also include references to this Settlement in their curriculum vitae, for purposes of presentations in
22 court filings only.

23 33. Counterparts. This Agreement may be executed in one or more counterparts. All
24 executed counterparts and each of them shall be deemed to be one and the same instrument provided
25 that counsel for the Parties to this Agreement shall exchange among themselves original signed
26 counterparts.

27 34. This Settlement Is Fair, Adequate And Reasonable. The Parties believe this
28 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
Settlement after extensive arms-length negotiations, taking into account all relevant factors, present

1 and potential.

2 35. Jurisdiction Of The Court. The Court shall retain jurisdiction, pursuant to Code of
3 Civil Procedure Section 664.6 or otherwise, with respect to the interpretation, implementation and
4 enforcement of the terms of this Agreement and all orders and judgments entered in connection
5 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes
6 of interpreting, implementing and enforcing the settlement embodied in this Agreement and all
7 orders and judgments entered in connection therewith.

8 36. Cooperation And Drafting. Each of the Parties has cooperated in the drafting and
9 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall
10 not be construed against any of the Parties.

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PLAINTIFF


Jesus Mayoral
Represented By:

KOKOZIAN LAW FIRM, APC
By: 
Bruce Kokozyan, Esq.
Attorney for Plaintiff

**DEFENDANT FRIENDS OF ANTELOPE VALLEY
FAIR, INC.**

By: 

Their: Representative Friends of Antelope
Valley Fair, Inc.

Represented by :

LEWIS BRISBOIS

By:  _____

Brendan Sapien, Esq.
Jeffrey Ranen, Esq.
Attorneys for Defendant