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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SANDRA CORDOBA, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

HANSON DISTRIBUTING COMPANY,
INC. DBA HMC / HANSON MERRILL
CORP, a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 19STCV02575

[Assigned for all purposes to the Honorable
Yvette M. Palazuelos, Dept. 9]

CLASS ACTION

SETTLEMENT AGREEMENT

Complaint Filed: January 29, 2019
Trial Date: None Set

1 This Settlement Agreement is made and entered into by and between Plaintiffs Sandra
2 Cordoba and Joanna Vidal (collectively “Plaintiffs”), on behalf of themselves and on behalf of
3 similarly situated putative class members, the State of California, and the aggrieved employees,
4 and Defendants Hanson Distributing Company DBA HMC / Hanson Merrill Corp. (collectively
5 “Defendants”). Plaintiffs and Defendants are collectively referred to herein as “the Parties.”

6 **PROCEDURAL HISTORY AND BACKGROUND FACTS**

7 1. This Settlement Agreement globally resolves the putative class action lawsuit
8 entitled *Cordoba v. Hanson Distributing Company*, Case No. 19STCV02575 (“*Cordoba Class*
9 *Action*”), and the representative action pursuant to the California Labor Code Private Attorneys
10 General Act of 2004 (“PAGA”) entitled *Vidal v. Hanson Distributing Inc.*, Case No.
11 20SPSCV00322 (“*Vidal PAGA Action*”). The *Cordoba Class Action* and the *Vidal PAGA*
12 *Action* are collectively referred to herein as “the Actions”).

13 2. Plaintiff Cordoba and Defendants participated in a full-day private mediation
14 session with the Honorable John L. Wagner (Ret.) on December 5, 2019 to mediate the *Cordoba*
15 *Class Action*. The *Cordoba Class Action* did not settle that day. Plaintiff Vidal then filed the
16 *Vidal PAGA Action* on May 14, 2020. The Parties engaged in discovery in the *Cordoba Class*
17 *Action* over the next several years and participated in two private mediation sessions with Steve
18 Pearl, Esq. on August 17, 2023 and on November 29, 2023 and reached the following settlement.
19 Retired bankruptcy Judge Mitchell Goldberg was also retained to review financial
20 documentation as part of the settlement process.

21 **NOW, THEREFORE**, the Parties hereby agree to settle and resolve the Actions as
22 follows:

23 **PRELIMINARY TERMS AND DEFINITIONS**

24 3. “Class Counsel” shall mean the Parris Law Firm and Lawyers *for Justice*, PC.

25 4. The Parties have agreed to the appointment of ILYM Group, Inc. to perform the
26 duties of the “Third-Party Administrator.”

27 5. “Class Period” shall mean January 29, 2015 through October 15, 2023.

28 6. “Class Members” shall mean all current and former hourly-paid or non-exempt

California based employees employed by Defendants within the State of California at any time during the Class Period.

7. "PAGA Period" shall mean March 10, 2019 through October 15, 2023.

8. "Aggrieved Employees" shall mean all current and former hourly-paid or non-exempt California based employees employed by Defendants within the State of California at any time during the PAGA Period.

9. "Notices" shall mean the Notices of Settlement attached hereto and approved by the Court to be mailed out by the Third-Party Administrator to the Class Members.

10. "Released Parties" means Defendants and each of their parent, predecessor, subsidiary entities, and each of their shareholders, managers, officers and directors.

TERMS OF SETTLEMENT

11. Defendants shall pay One Million and Eight Hundred Thousand Dollars (\$1,800,000.00) (the "Gross Settlement Amount" or "GSA") on a non-reversionary basis inclusive of all attorneys' fees and costs, enhancement awards and third party administrator costs to resolve the Actions. Defendants shall pay all employer-side payroll taxes in addition to and separately from the GSA.

12. Defendants shall electronically wire the GSA to the Qualified Settlement Fund ("QSF") established by the Third-Party Administrator according to the following payment schedule. Defendants shall begin making quarterly payments on the Due Dates even if the Court has not yet granted preliminary or final approval of the Settlement Agreement.

Amount Due	Due Date
\$75,000.00	3/15/2024
\$75,000.00	6/15/2024
\$75,000.00	9/15/2024
\$75,000.00	12/15/2024
\$75,000.00	3/15/2025
\$75,000.00	6/15/2025
\$75,000.00	9/15/2025
\$75,000.00	12/15/2025
\$150,000.00	3/15/2026
\$150,000.00	6/15/2026
\$150,000.00	9/15/2026

\$150,000.00	12/15/2026
\$150,000.00	3/15/2027
\$150,000.00	6/15/2027
\$150,000.00	9/15/2027
\$150,000.00	12/15/2027

13. There will be four (4) annual disbursements of the QSF. The Third-Party Administrator shall disburse, pro rata, the total outstanding amount in the QSF no later than December 31st of each payment year.

14. Defendants will not oppose Class Counsel's request for attorneys' fees in an amount not to exceed thirty-five percent (35%) of the GSA, or \$630,000.00, plus reasonable costs not to exceed \$225,000. The payment of Class Counsel's attorneys' fees and costs shall be made from the GSA. The Third-Party Administrator shall electronically wire the annual pro rata allocation of attorneys' fees and costs to Class Counsel no later than five (5) calendar days after receipt of the December 15th payment each year. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel attorneys' fees and costs.

15. Defendants will not oppose Class Counsel's request for a Representative Service Award totaling Ten Thousand Dollars (\$10,000.00) to Plaintiff Cordoba and Five Thousand Dollars (\$5,000.00) to Plaintiff Vidal. The payment of the Representative Service Award shall be made from the GSA, and shall be in addition to any payment Plaintiffs may receive as a Class Member and Aggrieved Employee. The Third-Party Administrator shall issue an IRS Form 1099 to Plaintiffs in connection with the Representative Service Award. The Third-Party Administrator shall issue the annual pro rata allocation of the Representative Service Award directly to Plaintiffs no later than five (5) calendar days after receipt of the December 15th payment each year. Plaintiffs assume full responsibility and liability for employee taxes owed on the Representative Service Award.

16. The Parties agree that after deducting Class Counsel's attorneys' fees and costs, the Representative Service Award, the PAGA Amount, and Settlement Administration Costs from the GSA, the remaining amount shall represent the "Net Settlement Amount." The Net Settlement Amount shall be distributed pro rata to Class Members who do not submit a valid and

1 timely opt out notice based on the number of workweeks worked by each Class Member ("Class
2 Member Payment"). The Third-Party Administrator shall issue the annual pro rata allocation of
3 Class Member Payments directly to the Class Members no later than five (5) calendar days after
4 receipt of the December 15th payment each year.

5 17. The Parties agree that Thirty-Two Thousand One Hundred and Fifty Dollars
6 (\$32,150.00) shall be paid out of the GSA to the Third-Party Administrator for all costs
7 associated with the administration of this Settlement ("Settlement Administration Costs"). The
8 Settlement Administration Costs shall also be paid out on an annual pro rata basis.

9 18. Effective the day the Court grants preliminary approval of this Settlement,
10 Plaintiffs' deadlines to bring the *Cordoba* Class Action and the *Vidal* PAGA Action to trial shall
11 be extended until December 31, 2028.

12 19. The Parties will file a stipulation to consolidate the *Cordoba* Class Action and the
13 *Vidal* PAGA Action for purposes of approving this settlement.

14 **SETTLEMENT PAYMENT CALCULATION**

15 20. The Net Settlement Amount of approximately \$797,850.00 shall be determined by
16 deducting the following amounts from the GSA of \$1,800,000.00: (1) Class Counsel's
17 attorneys' fees, approved by the Court; (2) Class Counsel's costs, approved by the Court; (3)
18 Settlement Administration Costs in the amount of \$32,150.00; (4) the Representative Service
19 Award totaling \$15,000.00; and (5) One Hundred Thousand Dollars (\$100,000.00) as civil
20 penalties pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA
21 Amount").

22 21. The Third-Party Administrator shall calculate each Class Member Payment by (a)
23 dividing the Net Settlement Amount by the total number of workweeks worked by all
24 participating Class Members during the Class Period and (b) multiplying the result by each
25 participating Class Member's workweeks worked during the Class Period.

26 22. Each Class Member Payment will be allocated one-half as wages, for which an
27 IRS Form W-2 shall be issued and traditional payroll taxes and withholdings will be made, and
28 one-half as interest and penalties, for which an IRS Form 1099 shall be issued and no

1 withholdings will be made. Defendants shall pay the employer's share of the payroll taxes on
2 any amounts allocated as wages separately and in addition to the GSA. Class Members shall be
3 responsible for any personal income taxes owed on the amounts they receive. The Third-Party
4 Administrator shall issue appropriate tax forms with each Class Member Payment.

5 23. The PAGA Amount of \$100,000.00 shall be distributed as follows: seventy-five
6 percent (75%) to the Labor and Workforce Development Agency (\$75,000.00) ("LWDA PAGA
7 Amount") and twenty-five percent (25%) to the Aggrieved Employees ("Aggrieved Employee
8 PAGA Amount"). The Aggrieved Employee PAGA Amount shall be distributed pro rata to
9 Aggrieved Employees based on the number of workweeks worked by each Aggrieved Employee
10 during the PAGA Period ("Aggrieved Employee Payment"). The Third-Party Administrator
11 shall calculate each Aggrieved Employee Payment by (a) dividing the amount of the Aggrieved
12 Employee's 25% share of PAGA Penalties, \$25,000.00 by the total number of workweeks
13 worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by
14 each Aggrieved Employee's workweeks during the PAGA Period. One hundred percent of each
15 Aggrieved Employee Payment will be allocated penalties for which an IRS Form 1099 shall be
16 issued and no withholdings will be made.

17 24. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
18 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
19 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
20 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
21 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
22 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
23 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
24 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
25 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
26 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
27 RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND
28 TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH

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

13 25. Each Class Member Payment paid to Class Members under this Settlement
14 Agreement and each Aggrieved Employee Payment paid to Aggrieved Employees, as well as any
15 other payments made pursuant to this Settlement Agreement made to Class Members and
16 Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit
17 plans to which any Class Member may be eligible, including, but not limited to profit-sharing
18 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO
19 plans, and any other benefit plan.

20 26. Class Members and Aggrieved Employees shall have one hundred and twenty
21 (120) days to cash their settlement checks. Any settlement checks not cashed after 120 days
22 from the date of mailing of the checks shall be sent to the State of California Unclaimed Property
23 Fund in the Class Members' or Aggrieved Employees' names. The Third-Party Administrator
24 will follow the rules of the California State Controller's Office - Unclaimed Property Fund with
25 regard to transferring the value of the uncashed checks to the State. No later than 30 days after
26 the check void date, the Third-Party Administrator will send the necessary paperwork to report
27 the unclaimed funds will be sent to the California State Controller's Office – Unclaimed Property
28 Fund, and thereafter will diligently communicate with the State Controller's Office and remit the

1 unclaimed funds to the State Controller's Office under the applicable regulations and pursuant to
2 the State Controllers' Office instructions.

3 **NOTICE PROCESS**

4 27. Within ten (10) calendar days of notice of the Court's entry of an order granting
5 preliminary approval of this Settlement Agreement, Defendants shall provide to the Third-Party
6 Administrator a confidential Settlement Member List which includes each Class Member and
7 Aggrieved Employees' first and last name, last known mailing address, telephone number, social
8 security number, dates of employment during the Class Period and PAGA Period, workweeks
9 during the Class Period, and workweeks during the PAGA Period. To protect privacy rights of
10 Class Members and Aggrieved Employees, all information provided to the Third-Party
11 Administrator shall be kept confidential and shall not be disclosed, either in writing or orally, by
12 the Third-Party Administrator, except that the Third-Party Administrator will disclose to Class
13 Counsel within three (3) business days of receipt of the Settlement Member List that the list has
14 been received and state the total number of Class Members, the total number of Aggrieved
15 Employees, the total number of workweeks during the Class Period, and the total number of
16 workweeks during the PAGA Period. The Third-Party Administrator shall maintain the
17 Settlement Member List in confidence, use due care with respect to the storage, custody, use,
18 and/or dissemination of the confidential information, and shall use the Settlement Member List
19 only for purposes of this Settlement and no other purpose, and restrict access to the Settlement
20 Member List to Third-Party Administrator employees who need access to the confidential
21 information to effect and perform under this Agreement. Such information must be stored in a
22 secure fashion and all persons who access the data must agree to keep it confidential.

23 28. Within fourteen (14) business days after receipt of the confidential Settlement
24 Member List, the Third-Party Administrator shall send the Notices in the form attached hereto
25 and as approved by the Court to the Class Members.

26 29. The Third-Party Administrator will use the United States Postal Service National
27 Change of Address ("NCOA") List to verify the accuracy of all addresses on the Settlement
28 Member List before the initial mailing date to ensure that the Notices are sent to all Class

Members and Aggrieved Employees at the addresses most likely to result in immediate receipt of the Notice. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) calendar days of the mailing, the Class Members and Aggrieved Employees received the Notice. With respect to any returned envelopes, the Third-Party Administrator will perform a routine skip trace procedure to obtain a current address and, if an updated address is located, shall then re-mail the envelope to such address within three (3) court days of the receipt of the returned envelope.

CLASS MEMBER DISPUTE, OPT OUT, AND OBJECTION PROCESS

30. Each Class Members' unique Notice will state his or her total number of workweeks during the Class Period and Class Member Payment prior to tax withholdings. Class Members will have thirty (30) calendar days from the mailing of the Notice to dispute his or her total number of workweeks and payment calculation by submitting documentary evidence to the contrary to the Third-Party Administrator. No workweek dispute documentation will be considered if postmarked after the 30 calendar-day period. Any disputes regarding a Class Member's total workweeks will be resolved and decided by the Third-Party Administrator prior to the date of mailing the Class Member Payments, and the Third-Party Administrator's decision will be final, binding, and non-appealable.

31. Class Members will have thirty (30) calendar days from the mailing of the Notice to object or opt out of the settlement by submitting a written notice of objection or opt out to the Third-Party Administrator.

32. Class Members may opt out of the settlement by following the directions in the Notice. Any such request must be postmarked not more than thirty (30) calendar days after the date the Notice is mailed to the Class Members (or not more than ten (10) calendar days after the date the Notice is re-mailed, in the circumstance described above). Requests to opt out that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void, and ineffective. Class Members who are eligible to, and do, submit valid and timely requests to opt out of the settlement will not participate in the settlement, nor will they be bound by the terms of the proposed settlement, if it is approved, or the final judgment in this Action.

33. Only Class Members may object to the class action component of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel fees and costs and/or the Class Representative Service Award. Objections to the settlement must be submitted to the Third-Party Administrator and postmarked not more than thirty (30) calendar days after the date the Notice is mailed to the Class Members (or not more than ten (10) calendar days after the date the Notice is re-mailed, in the circumstance described above). The Third-Party Administrator shall promptly forward any objections received to counsel for the Parties. Class Counsel and Counsel for Defendants shall file any responses to objections no later than fifteen (15) court days before the date of the final fairness and approval hearing. The Class Notice shall include specific instructions to Class Members for submitting objections. A Class Member who wishes to object but who fails to comply with the instructions set forth in the Class Notice shall be deemed not to have objected.

34. The Third-Party Administrator shall immediately notify the Parties as soon as it receives 5% or more opt outs from Class Members ("5% Opt Out Notification"). If 5% or more Class Members exercise their rights to exclude themselves and opt out of the Settlement, Defendants have the right (but not the obligation) to void the Settlement Agreement no later than fourteen (14) court days of receiving a 5% Opt Out Notification from the Third-Party Administrator. In the event Defendants exercise its right to void the Settlement Agreement pursuant to this paragraph, Defendants will be responsible for paying the Third-Party Administrator's actual incurred costs, and Defendants agree that the 5-year deadline to bring this case to trial pursuant to California Code of Civil Procedure section 583.310 will be extended by the number of days between November 29, 2023 and the date of termination of the Settlement Agreement.

RELEASE OF CLAIMS

35. **Release by Class Members and Aggrieved Employees.** Upon the Third-Party Administrator's receipt of the full Gross Settlement Amount on December 15, 2027, all Class Members who do not timely opt out of the Settlement and all Aggrieved Employees shall fully release and discharge the Released Parties of any and all past, present claims, complaints,

1 demands, liabilities, debts, obligations, liens, costs, attorneys' fees, promises, losses or damages
2 that were alleged in the Actions, and/or could have been alleged in the Actions based on the
3 facts, theories, and/or claims alleged in the operative Complaints in each of the Actions, or
4 Plaintiff Vidal's PAGA Notice, which arose during the Class Period and/or the PAGA Period.
5 This includes, but is not limited to, a release of all claims which arose during the Class Period
6 and/or the PAGA Period for unpaid minimum wages, meal and rest period premiums, unpaid
7 overtime, untimely wages during employment, untimely wages at separation, wage statements,
8 off the clock, waiting time penalties, unreimbursed business expenses, all PAGA penalties
9 relating to the same, and unfair competition.

10 36. **General Release by Plaintiffs.** In consideration and upon payment of the
11 Representative Service Award, Plaintiffs generally release under California Civil Code section
12 1542, the Released Parties from all claims known and unknown, arising from or related to their
13 respective employment with Defendants during the Class Period and PAGA Period, except for
14 any workers' compensation claims or other claims that cannot be released by law. Section 1542
15 of the California Civil Code, which reads:

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

20 **NO ADMISSION**

21 37. Nothing contained herein, nor the consummation of this Settlement Agreement, is
22 to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on
23 the part of Defendants, and Defendants expressly deny any such liability. The Parties hereto
24 have entered into this Settlement Agreement with the intention of avoiding further disputes and
25 litigation with the attendant inconvenience and expenses. This Settlement Agreement is a
26 settlement document and shall, pursuant to California Evidence Code section 1152 and/or any
27 other similar law, be inadmissible in evidence in any proceeding, except an action or proceeding
28 to approve the settlement, and/or interpret or enforce this Settlement Agreement.

1 **PARTIES' AUTHORITY**

2 38. The signatories hereto hereby represent that they are fully authorized to enter into
3 this stipulation and bind the Parties hereto to the terms and conditions hereof.

4 **MUTUAL FULL COOPERATION**

5 39. The Parties agree to jointly prepare and file a motion for preliminary approval
6 ("Motion for Preliminary Approval") that complies with the Court's current checklist for
7 Preliminary Approvals. Class Counsel will prepare an initial draft and deliver to Defense
8 Counsel all documents necessary for obtaining Preliminary Approval of this Settlement, for
9 defense counsel's input and revision, no later than ten (10) court days prior to filing with the
10 Court. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing
11 and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion
12 for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for
13 Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
14 Approval to the Administrator.

15 40. If the Parties disagree on any aspect of the proposed Motion for Preliminary
16 Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel
17 will expeditiously work together on behalf of the Parties by meeting in person or by telephone,
18 and in good faith, to resolve the disagreement.

19 41. The Parties agree to fully cooperate with each other to accomplish the terms of
20 this Settlement Agreement, including, but not limited to, execution of such documents and to
21 take such other action as may reasonably be necessary to implement the terms of this Settlement
22 Agreement. The Parties shall use their best efforts, including all efforts contemplated by this
23 Settlement Agreement and any other efforts that may become necessary by order of the Court, or
24 otherwise, to effectuate this Settlement Agreement and the terms set forth herein.

25 42. If the Court fails to approve this Settlement for any reason, including
26 enforceability of the Releases, the Parties will expeditiously work together by meeting in person
27 or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's
28 concerns. Should the Parties ultimately fail to agree on revised terms, or should the Court

ultimately decline to approve this Settlement, the Settlement shall be considered void *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purposes whatsoever, and the Parties hereby stipulate that the 5-year deadline to bring this case to trial pursuant to California Code of Civil Procedure section 583.310 will be extended by the number of days between November 29, 2023 and the date the Settlement is considered void *ab initio*. In that case, payments made to the GSF account shall be returned to Defendant.

MODIFICATION

43. This Settlement Agreement may not be changed, altered, amended or modified, except in writing and signed by the Parties, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

ENTIRE AGREEMENT

44. This Settlement Agreement contains the entire agreement between the Parties relating to the proposed Settlement and transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

45. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

COUNTERPARTS

46. This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to the Parties. For purposes of this Settlement Agreement, a facsimile signature shall be as valid and enforceable as an original.

COURT'S CONTINUING JURISDICTION

47. The parties consent to the Superior Court of the State of California, County of Los Angeles, in the above-entitled action, and to the Judge who approves the Settlement Agreement (or other Judge as may in the future be assigned the case) to retain jurisdiction over this action and this Settlement Agreement in order to enforce, construe, and interpret this Settlement Agreement and the settlement, to supervise all notices, the administration of the settlement and this Agreement and distribution of the GSA, and to hear, adjudicate, and resolve any disputes arising from or related to the settlement and/or this Agreement, pursuant to California Code of Civil Procedure section 664.6.

INTERIM STAY OF PROCEEDINGS

48. The Parties agree to hold all proceedings in the Actions, except such proceedings necessary to implement and complete the Settlement, in abeyance pending approval of this Settlement Agreement, including the deadline for Plaintiff to bring the Action to trial pursuant to California Code of Civil Procedure section 583.310.

SO STIPULATED AND AGREED

Date: 3/18/2024

DocuSigned by:



00A7FE20004940B...
Plaintiff Sandra Cordoba

Date: 3/19/2024

DocuSigned by:



45B4FFE74BBE46D...
Plaintiff Joanna Vidal

Date: _____

Defendant Hanson Distributing Company

By: _____

Daniel Hanson, Sr.
President

47. The parties consent to the Superior Court of the State of California, County of Los Angeles, in the above-entitled action, and to the Judge who approves the Settlement Agreement (or other Judge as may in the future be assigned the case) to retain jurisdiction over this action and this Settlement Agreement in order to enforce, construe, and interpret this Settlement Agreement and the settlement, to supervise all notices, the administration of the settlement and this Agreement and distribution of the GSA, and to hear, adjudicate, and resolve any disputes arising from or related to the settlement and/or this Agreement, pursuant to California Code of Civil Procedure section 664.6.

INTERIM STAY OF PROCEEDINGS

48. The Parties agree to hold all proceedings in the Actions, except such proceedings necessary to implement and complete the Settlement, in abeyance pending approval of this Settlement Agreement, including the deadline for Plaintiff to bring the Action to trial pursuant to California Code of Civil Procedure section 583.310.

SO STIPULATED AND AGREED

Date: _____

Plaintiff Sandra Cordoba

Date: _____

Plaintiff Joanna Vidal

Date: Mar 18, 2024 Defendant Hanson Distributing Company

By: 
Daniel Hanson, Sr.
President