

Jennifer Robinson, Bar No. 148333
 jenrobinson@littler.com
 LITTLER MENDELSON, P.C.
 333 Commerce Street, Suite 1450
 Nashville, Tennessee 37201
 Telephone: 615.383.3033 Fax No: 615.383.3323

Elizabeth Staggs-Wilson, Bar No. 183160
 estaggs-wilson@littler.com
 LITTLER MENDELSON, P.C.
 633 West 5th Street, 63rd Floor
 Los Angeles, California 90071
 Telephone: 213.443.4300 Fax No: 213.443.4299

Jyoti Mittal, Bar No. 288084
 jmittal@littler.com
 LITTLER MENDELSON, P.C.
 2049 Century Park East, 5th Floor
 Los Angeles, CA 90067.3107
 Telephone: 310.553.0308 Fax No.: 310.553.5583

Attorneys for Defendant
 MARS PETCARE US, INC. and MARS,
 INCORPORATED

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

FRANK AYON and GREGORY SPENCER,
 individually and on behalf of all others
 similarly situated,

Plaintiffs,

vs.

RED COLLAR PET FOODS, INC.; and
 DOES 1 through 20, inclusive,

Defendants.

Case No. CIVDS2019018

ASSIGNED FOR ALL PURPOSES TO
 JUDGE DAVID S. COHN, DEPT. S-26

**PLAINTIFFS FRANK AYON ENRIQUE
 MARTINEZ-SALGADO, CARLOS
 ANAYA, RODOLFO ARROYO, AND
 DEFENDANTS MARS PETCARE US,
 INC. AND MARS, INCORPORATED'S
 AMENDED JOINT STIPULATION
 AND SETTLEMENT AGREEMENT OF
 CLASS ACTION AND PAGA CLAIMS**

Complaint Filed: March 19, 2020

1 This Amended Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims
2 (“Stipulation of Settlement” or “Settlement” or “Settlement Agreement”) is made and entered into by
3 and between Plaintiff Frank Ayon (“Ayon”), Enrique Martinez-Salgado (“Martinez-Salgado”), Carlos
4 Anaya (“Anaya”, and Rodolfo Arroyo (“Arroyo”) (hereinafter referred to as “Class Representatives”
5 or “Plaintiffs”) and on behalf of the Class and Aggrieved Employees (as defined below) and
6 Defendants Mars Petcare US, Inc. and Mars, Incorporated (“Defendants”) (Plaintiffs and Defendants
7 hereinafter collectively referred to as the “Parties”).

8 THE PARTIES STIPULATE AND AGREE as follows:

9 **DEFINITIONS**

10 1. “**Action**” shall mean the action entitled *Frank Ayon et al. v. Red Collar Pet Foods, Inc.*,
11 pending in Superior Court of the State of California, San Bernardino County, Case No.
12 CIVDS2019018, the action entitled *Enrique Martinez-Salgado v. Red Collar Ped Foods, Inc.*, San
13 Bernardino County, Case No. CIVDS2018708, the action entitled *Carlos Anaya v. Mars Petcare US,*
14 *Inc., et al.*, San Diego County, Case No. 37-2019-00058352-CU-OE-CTL, and the action entitled
15 *Rodolfo Arroyo v. Mars Petcare US, Inc., et al.*, San Bernardino County, Case No. CIVDS1933016.

16 2. “**Amended PAGA Letter**” shall mean the amended PAGA letter Plaintiff Ayon will
17 send to the LWDA to include all claims alleged in the Operative Complaint.

18 3. “**Class Counsel**” shall mean Kashif Haque, Samuel A. Wong, Jessica L. Campbell, and
19 Carolyn Bell of Aegis Law Firm, PC, Shoham Solouki of Solouki & Savoy, LLP, and Raul Perez,
20 Brandon Brouillette, and Mark Ozzello of Capstone Law, APC .

21 4. “**Class Members**” shall mean all current and former non-exempt employees of
22 Defendants who worked in California at any time from November 1, 2015, through the date
23 Preliminary Approval is granted (“Settlement Class Members”).

24 5. “**Class Period**” shall mean November 1, 2015, through August 10, 2022.

25 6. “**Class Released Claims**” shall have the meaning ascribed to it in Paragraph 61(a)-(e)
26 below.

27 7. “**Class Representatives**” or “**Plaintiffs**” shall mean Plaintiff Frank Ayon, Plaintiff
28 Enrique Martinez-Salgado, Plaintiff Carlos Anaya, and Plaintiff Rodolfo Arroyo.

8. **“Court”** shall mean the Superior Court of the State of California for the County of San Bernardino.

9. **“Court’s Final Order and Judgment”** means the Final Order Approving Class Action and PAGA Settlement and Judgment in a form to be agreed upon by the Parties and approved by the Court.

10. **“Defendant’s Counsel”** shall mean Elizabeth Staggs-Wilson, Jennifer Robinson, and Jyoti Mittal of Littler Mendelson, P.C.

11. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 38, below.

12. **“Final Approval Hearing”** shall mean the hearing whereat the Court shall consider, without limitations, any timely objections to the Settlement from Settlement Class Members, testimony from the Parties or their counsel, declarations regarding the claims process from the Settlement Administrator, and otherwise make a final determination regarding the fairness of the Settlement as set forth herein.

13. **“Gross Settlement Amount”** shall refer to One Million Four Hundred and Fifty Thousand Dollars and Zero Cents (\$1,450,000.00), which is the maximum amount that Defendants will pay pursuant to this Settlement, excluding Defendants’ share of payroll taxes, which shall be paid by Defendants separately and in addition to the Gross Settlement Amount.

14. **“Incentive Award”** shall mean the payment made to Plaintiffs in their capacity as Class Representatives, which sum is over and above their Individual Settlement Payment.

15. **“Individual Settlement Payment”** will be the portion of the Net Settlement Amount payable to a Settlement Class Member.

16. **“Net Settlement Amount”** shall have the meaning ascribed to it in Paragraph 41, below.

17. **“Notice of Proposed Settlement”** or **“Notice”** means the Notice of Pendency of Class Action in substantially the form attached hereto as Exhibit A, and as approved by the Court.

18. **“Operative Complaint”** shall mean the Third Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq., and the Fair Labor Standards Act adding the following claims and/or statutes: (1) failure to pay

1 minimum wages (Labor Code §§ 1197.1, 1198, IWC Wage Order No. 1); (2) failure to pay overtime
 2 (IWC Wage Order No. 1); (3) failure to provide meal periods (Labor Code §§ 510, 512(a), 516, 1194,
 3 1197, 1198; IWC Wage Order No. 1); (4) failure to pay rest breaks (Labor Code § 512, 516, 1198;
 4 IWC Wage Order No. 1); (5) failure to maintain accurate required records (Labor Code §§ 1174, 1198;
 5 IWC Wage Order No. 1); (6) failure to furnish accurate itemized wage statements (IWC Wage Order
 6 No. 1); (7) failure to timely pay wages during employment (Labor Code § 204); (8) failure to provide
 7 one days rest in seven (Labor Code §§ 552, 558); (9) failure to reimburse for business expenses (Labor
 8 Code § 2802), (10) failure to compensate for mandatory physical examinations (Labor Code § 222.5),
 9 and (11) failure to provide written notice of information material to other non-party aggrieved
 10 employees' employment (Labor Code § 2810.5); fully incorporating the Amended PAGA Letter; and,
 11 adding Mars Incorporated as a party.

12 19. **"PAGA"** shall mean the California Labor Code Private Attorneys General Act, Labor
 13 Code §§ 2698 *et seq.*

14 20. **"PAGA Employee"** or "Aggrieved Employee" shall mean all current and former non-
 15 exempt employees of Defendants who were employed at any time during the PAGA Period.

16 21. **"PAGA Payment"** means the payment to the State of California Labor and Workforce
 17 Development Agency ("LWDA") and the PAGA Employees in settlement of all claims for PAGA
 18 penalties.

19 22. **"PAGA Employee Payments"** means the payment issued to each PAGA Employee
 20 for his/her/their share of the PAGA Payment.

21 23. **"PAGA Period"** shall mean November 1, 2018, through August 10, 2022.

22 24. **"Parties"** shall refer to the Plaintiff and Defendants, each of whom is a "Party."

23 25. **"Released Parties"** collectively shall encompass Mars Petcare US, Inc., and Mars
 24 Incorporated, and any of their past, present and future direct or indirect parents, subsidiaries,
 25 predecessors, successors and affiliates with the exception of Red Collar Pet Foods Inc., as well as each
 26 of its past, present and future officers, directors, employees, partners, members, shareholders and
 27 agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with
 28 Defendants.

27. **“Settlement Class Members”** shall mean the individual Class Members who did not opt-out of the Settlement by submitting a valid request for exclusion as described in Paragraph 54.

28. In the Action, Plaintiffs alleged causes of action for (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to pay rest breaks; (5) failure to provide accurate wage statements; (6) failure to timely pay wages at separation; (7) violation of the California Business & Professions Code; and (8) Enforcement of Labor Code § 2698 *et seq.* (PAGA).

30. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims in the Action, and further deny that, for any purpose other than settling this Action, this Action is appropriate for class action or representative treatment.

32. It is the Parties' intention that this Stipulation of Settlement shall constitute a full and complete settlement and release of all Class Released Claims and all PAGA Claims (as defined in Paragraphs 61 and 62 below) against all Released Parties.

34. Class Counsel have conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents and data, and has diligently pursued an investigation of the Class Members' claims against Defendants. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risks of significant delay, the class not being certified, and the

1 defenses asserted by Defendants. Defendants and Defendants' Counsel also agree that the Settlement
2 is in the best interests of the Class Members. Counsel for the Parties further agree that the Settlement
3 is fair, reasonable and adequate with respect to civil penalties sought pursuant to PAGA.

4 35. The Parties agree to cooperate and take all steps necessary and appropriate to
5 consummate this settlement in accordance with the terms of this Stipulation of Settlement.

6 **TERMS OF SETTLEMENT**

7 36. In consideration of the mutual covenants, promises and agreements set forth herein, the
8 Parties agree, subject to the Court's approval, to the terms herein.

9 37. It is agreed by and between Plaintiffs and Defendants that this Action and any claims,
10 demands, liabilities, penalties, damages or causes of action of any kind whatsoever against Defendants
11 claimed by Plaintiffs on behalf of themselves, the Class Members, and/or the PAGA Employees
12 arising out of the disputes which are the subject of this Action, be settled and compromised, subject to
13 the terms and conditions set forth in this Stipulation of Settlement and the Court's approval.

14 38. Effective Date: The Settlement embodied in this Stipulation of Settlement shall
15 become effective when all of the following events have occurred ("Effective Date"): (i) this Stipulation
16 of Settlement has been executed by Plaintiffs, Defendants, Class Counsel and Defendant's Counsel;
17 (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to the
18 Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt
19 out of the Settlement; (iv) the Notice has been sent to the LWDA; (v) the Court has held a final fairness
20 hearing and entered the Court's Final Order and Judgment; and (vi) the later of the following events:
21 (A) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement
22 has elapsed without any appeal, writ or other appellate proceeding having been filed; (B) when any
23 appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and
24 conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ or other
25 appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further
26 remedies or relief. If the Court declines to approve the Settlement, the Parties agree to work in good
27 faith to address any concerns raised by the Court. If, after the Parties have made their best efforts to
28 address the concerns of the Court, the Court declines to approve the Settlement, the entire Stipulation

1 of Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached. All
2 negotiations, statements and proceedings and data relating thereto shall be protected by California
3 Evidence Code § 1152 and shall be without prejudice to the rights of any of the Parties.

4 39. Gross Settlement Amount: To implement the terms of this Settlement, Defendants
5 agree to pay a maximum total payment of One Million Four Hundred and Fifty Thousand Dollars and
6 Zero Cents (\$1,450,000.00), subject only to pro-rata increase based upon the escalator provision set
7 forth in Par. 72, which includes payments to Settlement Class Members (excluding any appropriate
8 and lawfully required employer-side payroll taxes owed by Defendants on such payments which
9 Defendants shall be separately responsible for apart from the Gross Settlement Amount), Incentive
10 Award to the Class Representative, the PAGA Payment, the Settlement Administrator's fees and costs,
11 approved attorneys' fees and litigation costs, and any other payments provided by this Settlement.
12 Except as otherwise specified herein, Defendants shall not be required to pay any additional monies
13 beyond the amount of the Gross Settlement Amount plus the employer-side payroll taxes. Further, no
14 portion of the Gross Settlement Amount shall revert to Defendants, and any amount of the Gross
15 Settlement Amount not required to pay the above-referenced amounts shall be paid to the Settlement
16 Class Members on a pro rata basis according to the formula contained herein.

17 40. Funding of Settlement Amount: Within fourteen (14) calendar days after the Effective
18 Date, Defendants shall transfer to the Settlement Administrator an amount equal to the Gross
19 Settlement Amount plus the employer's share of payroll taxes. The delivery of the Gross Settlement
20 Amount and the employer's share of payroll taxes to the Settlement Administrator shall constitute full
21 and complete discharge of the entire obligation of Defendants under this Settlement. Once Defendants
22 have made such payments, they will be deemed to have satisfied all terms and conditions under this
23 Settlement, shall be entitled to all protections afforded to Defendants under this Settlement.

24 41. Allocation of the Gross Settlement Amount: Subject to Court approval and the
25 conditions specified in this Agreement, and in consideration of the mutual covenants and promises set
26 forth herein, the Parties agree the Gross Settlement Amount shall encompass the following: (1) Class
27 Counsel's fees and expenses; (2) the Plaintiffs' Incentive Award; (3) the Settlement Administrator's
28 costs; (4) the PAGA Payment (including both the PAGA payment to the LWDA and the PAGA

1 Settlement Checks); and (5) the Net Settlement Amount. After the deduction of the amounts approved
2 for the Incentive Award to the Class Representative, the PAGA Payment, the Settlement
3 Administrator's costs, Class Counsel's fees and expenses, the remainder shall be referred to as the Net
4 Settlement Amount.

5 Settlement Class Members will receive a share of the Net Settlement Amount. The Parties
6 agree that forty percent (40%) of the Net Settlement Amount distributed to each Settlement Class
7 Member will be considered wages, and will be reported as such to each Settlement Class Member on
8 an IRS Form W-2. The Parties agree that fifty percent (50%) of the Net Settlement Amount distributed
9 to each Settlement Class Member will be considered penalties, and ten percent (10%) of the Net
10 Settlement Amount distributed to each Settlement Class Member will be considered interest, and will
11 be reported as such to each Settlement Class Member on an IRS Form 1099 misc., if applicable. The
12 foregoing tax allocation shall not apply to enhancement awards paid to Plaintiffs as the Plaintiffs will
13 receive a 1099 for the total sum of the enhancement payment. The Parties further agree that the PAGA
14 payment distributed to each PAGA Member will be treated entirely as civil penalties, and will be
15 reported as such to each PAGA Member on an IRS Form 1099 misc., if applicable.

16 a. The Net Settlement Amount shall be divided among the Settlement Class Members on
17 a pro-rata basis, based upon the following:

18 i. Each Settlement Class Member's workweek count, which shall be the sum of
19 the total number of workweeks the Settlement Class Member worked during
20 the Class Period;

21 ii. Divided by the combined sum of all Settlement Class Members' workweek
22 count; and,

23 iii. Multiplied by the value of the Net Settlement Amount.

24 b. The Parties agree that if any Settlement Class Member disputes the basis for
25 determining their share of the Settlement, Defendants' records shall presumptively
26 control unless the Settlement Class Member can produce documentation evidence of
27 other workweeks worked during the relevant time period. The Parties further agree
28

1 that any dispute that cannot be resolved by Class Counsel and Defendant's counsel may
2 be brought before the Court before final approval of the Class Settlement.

3 c. To the extent that amounts in Paragraphs 45 and 46 below are not approved by the
4 Court, such amounts will be reallocated to the Net Settlement Amount unless allocated
5 otherwise by agreement of the Parties, with approval of the Court.

6 d. Within ten (10) calendar days of the transfer of the Gross Settlement Amount to the
7 Settlement Administrator, and only upon the Effective Date being met, the Settlement
8 Administrator shall issue to each Settlement Class Member his/her/their Individual
9 Settlement Payment.

10 e. A Class Member must cash his or her Individual Settlement Payment check within 180
11 calendar days after it is mailed to him or her. If a check is returned to the Settlement
12 Administrator, the Settlement Administrator will make all reasonable efforts to re-mail
13 it to the Class Member at his or her correct address. If any Class Member's Individual
14 Settlement Payment check is not cashed within 120 days of its initial issuance to the
15 Class Member, the Settlement Administrator will send the Class Member a letter, dated
16 120 days from the initial mailing, informing him or her that, unless the check is cashed
17 within 60 days of the date of this letter, it will expire and become non-negotiable, and
18 offer to replace the check if it was lost or misplaced but not cashed. If the check remains
19 uncashed by the expiration of the 60-day period after this interim notice, the Settlement
20 Administrator will keep an accounting of such funds, including the identification of the
21 Class Member. The Settlement Administrator will then disburse said funds to the State
22 of California State Controller's Office, in the Class Member's name to be held as
23 unclaimed property for the Class Member. In such event, the Class Member will
24 nevertheless remain bound by the Settlement and the releases contained herein.

25 42. PAGA Payment: Subject to the Court's Approval, up to a maximum of Two Hundred
26 Thousand Dollars and Zero Cents (\$200,000.00) shall be allocated as the PAGA Payment. One
27 Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00), representing 75% of the PAGA
28 Payment, shall be paid to the LWDA. Fifty Thousand Dollars and Zero Cents (\$50,000.00),

representing 25% of the penalties paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA Employee Payments. The PAGA Employees shall release their PAGA claims in their entirety and may not opt out of or object to the PAGA release. To arrive at the PAGA Employee Payments, the portion of the PAGA Payment allocated to the PAGA Employees shall be divided among the PAGA Employees on a pro-rata basis, based upon the following:

- a. Each PAGA Employee's pay period count, which shall be the sum of the total number of pay periods the PAGA Employee worked during the PAGA Period;
- b. Divided by the combined sum of all PAGA Employees' pay period counts; and
- c. Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA Employees.

43. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual Settlement Payments, PAGA Employee Payments, and the Incentive Award shall not be utilized to calculate any additional benefits under any benefit plans to which any Plaintiff, Settlement Class Members and/or PAGA Employee may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which Plaintiff, Settlement Class Members and PAGA Employees may be entitled under any benefit plans.

44. Settlement Administrator: The Settlement Administrator shall be Phoenix Class Action Administration Solutions. (the "Settlement Administrator"). The Settlement Administrator will maintain acceptable electronic and physical security protocols to adequately protect and safeguard the private employee information it will have access to as a result of the claims process. The fees and expenses of the Settlement Administrator, which is currently estimated at approximately Twelve Thousand Dollars and Zero Cents (\$12,000.00), shall be paid through the Gross Settlement Amount.

45. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Class Counsel shall seek attorneys' fees which shall not exceed thirty-five percent (35%) of the Gross Settlement Amount not to exceed Five Hundred Seven Thousand Five Hundred Dollars and Zero Cents (\$507,500.00), and reimbursement of actual costs and expenses associated with Class Counsel's

1 litigation and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars and Zero
2 Cents (\$30,000.00), subject to approval by the Court. Defendants will not object to Class Counsel's
3 application for attorneys' fees and costs in these amounts. The amount set forth above will cover all
4 work performed and all fees and costs incurred to date, and all work to be performed and all fees and
5 costs to be incurred in the future in connection with the approval by the Court of this Stipulation of
6 Settlement, and the administration of the Settlement. Should Class Counsel collectively request a
7 lesser amount, or should the Court approve a lesser amount of attorneys' fees and/or attorneys' costs,
8 the difference between the lesser amount and the maximum amount set forth above shall be added to
9 the Net Settlement Amount. No Class Counsel shall be entitled to further fees or costs from
10 Defendants if it or they elect to appeal any reduction in the requested fee or cost award. Any reduction
11 by the Court of Class Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be
12 sufficient grounds to void the Settlement. Plaintiffs and Defendants shall bear their own attorney's
13 fees and costs, except as provided herein.

14 46. Class Representative's Incentive Award: Subject to the Court's approval, the Class
15 Representatives will be paid an Incentive Award in an amount up to a maximum of Ten Thousand
16 Dollars and Zero Cents (\$10,000.00) for each Class Representative, in recognition for their service as
17 Class Representatives, which shall be paid from the Gross Settlement Amount. Defendants will not
18 object to Class Counsel's application for Court approval of an Incentive Award to the Class
19 Representatives in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), each. It is
20 understood that the Incentive Award is in addition to any claimed Individual Settlement Payment or
21 PAGA Employee Payment to which Plaintiffs are entitled. The Incentive Award shall not be deemed
22 wages and will be reported on an IRS Form 1099-MISC, if applicable.

23 47. Tax Forms: The Settlement Administrator shall be responsible for issuing the payments
24 and withholding all required state and federal taxes in accordance with this Stipulation of Settlement.
25 The Settlement Administrator will issue IRS Forms 1099 with respect to the amounts paid as interest
26 and penalties to the Settlement Class Members and PAGA Employees. The Settlement Administrator
27 will also issue IRS Forms 1099 to: (1) Plaintiff for the Incentive Award; and (2) Class Counsel for the
28 amount paid for approved fees and costs. The Settlement Administrator will be responsible for

1 preparing these forms correctly. The Settlement Administrator shall also be responsible for submitting
 2 Defendants' share of payroll taxes to the appropriate government agencies on behalf of Defendants.
 3 Plaintiff and Settlement Class Members will be responsible for paying any employee-side taxes on the
 4 amounts received.

5 48. Indemnification: Plaintiffs and Class Counsel acknowledge and agree that they are and
 6 will be responsible for the payment of any and all Federal, State, and Local taxes or penalties
 7 associated with their respective allocated portions of the payments described herein, and agree to
 8 indemnify, defend, and hold the Released Parties harmless from any and all claims by any Federal,
 9 State, or Local taxing authority that Plaintiff or Class Counsel failed to pay or underpaid their or her
 10 or his share of taxes associated with the payments set forth in this Settlement. The Parties acknowledge
 11 and agree that Class Counsel is not responsible for the payment of any Federal, State, and Local taxes
 12 or penalties associated with payments to Plaintiffs and Class Members.

13 **NOTICE TO THE SETTLEMENT CLASSES**

14 49. Within fourteen (14) calendar days of preliminary approval of this Settlement by the
 15 Court, Defendants shall provide to the Settlement Administrator a database containing the following
 16 information ("Class Member List"):

- 17 a. The full name, last known address and full social security number of all Class
 18 Members; and
- 19 b. The information necessary to determine the estimated settlement allocation to each
 20 Class Member, including: (i) The total number of weeks worked by each Class Member
 21 within the Class Period; and (ii) The total number of pay periods worked by each PAGA
 22 Employee within the PAGA Period.

23 50. The Settlement Administrator (along with any of its agents) shall represent and warrant
 24 that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards,
 25 including a reasonable security protocol, for any personally identifiable information ("PII"), which it
 26 receives from Defendants' Counsel and/or Class Counsel; (2) not disclose the PII to third parties,
 27 including agents or subcontractors, without Defendants' consent; (3) not disclose or otherwise use the
 28 PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendants with

1 notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The
2 Settlement Administrator may provide notice to both Parties if the PII is subject to unauthorized
3 access, use, disclosure, modification or destruction; however, all additional communications from the
4 Settlement Administrator regarding the scope, circumstances, and substance shall be communicated
5 solely to Defendant.

6 51. The Settlement Administrator shall send a Notice to each Class Member by first class
7 mail within fourteen (14) calendar days of receipt of the Class Member List. Prior to mailing the
8 Notice, the Settlement Administrator shall update the addresses of the Class Members by reference to
9 the National Change of Address Database maintained by the United States Postal Service. If a Notice
10 is returned as non-deliverable but with a forwarding address, the Settlement Administrator shall resend
11 the Notice to the forwarding address. If a Notice is returned as non-deliverable with no forwarding
12 address, the Settlement Administrator shall conduct an advanced skip trace to locate the most current
13 address of the person to whom the Notice was addressed, and shall resend the Notice to any updated
14 address within five (5) calendar days. Upon completion of these steps, the Parties shall be deemed to
15 have satisfied their obligations to provide the Notice to the affected Class Members.

16 52. The Settlement Administrator shall provide to the Court, concurrently with Plaintiff's
17 Motion for Final Approval, a declaration of due diligence and proof of mailing with regard to the
18 mailing of the Notices.

19 53. The Settlement Administrator shall also be responsible for:

- 20 a. Mailing the Notice as directed by the Court;
- 21 b. Consulting with counsel for the Parties concerning any relevant issue, including
22 (without limitation) the estimated amounts of approximate Individual Settlement
23 Payments, PAGA Employee Payments, and the acceptance of any late or deficient
24 disputes;
- 25 c. Keeping track of timely and proper requests for exclusion;
- 26 d. Calculation of the Individual Settlement Payments, PAGA Employee Payments, and
27 the PAGA Payment to the LWDA;
- 28 e. Providing weekly status reports to counsel for the Parties, including: (a) the number of

1 Notices mailed (including information regarding undeliverable and/or emailed
 2 Notices); (b) the number of disputes received (and sending copies of said disputes); (c)
 3 the number of objections received; and (d) the number of requests for exclusion
 4 received;

5 f. Notifying Counsel for Defendants of the wiring instructions to fund the Settlement
 6 Amount as approved by the Court;

7 g. Distributing and paying the Incentive Award, Individual Settlement Payments, PAGA
 8 Employee Payments, the PAGA Payment to the LWDA, and fees and costs awarded to
 9 Class Counsel;

10 h. Issuing tax forms and addressing employer and employee-side payroll taxes; and

11 i. Such other tasks as the Parties mutually agree or the Court orders the Settlement
 12 Administrator to perform, including responding to questions from Class Members.

13 **REQUESTS FOR EXCLUSION**

14 54. Each Class Member shall have forty-five (45) calendar days from the mailing of the
 15 Notice within which to complete and postmark a written request for exclusion, for return to the
 16 Settlement Administrator. The request need not be in any particular form and will be considered a
 17 valid request for exclusion so long as it communicates a clear desire by the Settlement Class Member
 18 not to be included in the Settlement and/or Settlement Class, and identifies his/her/their full name and
 19 date of birth, and current address along with his/her/their signature. No requests for exclusion shall
 20 be accepted if postmarked after the forty-five (45) calendar day period for the filing of exclusions.
 21 Class Members are responsible for maintaining a photocopy of their request for exclusion, reflecting
 22 that it was submitted in a timely manner. Any disputes regarding the timeliness of a request for
 23 exclusion or whether a written communication constitutes a valid request that cannot be resolved
 24 between the Parties shall be determined by the Court, whose determination shall be final.

25 55. Any Class Member who validly excludes himself/herself/themselves from this
 26 Settlement shall not be bound by the Class Released Claims and shall not be entitled to any portion of
 27 the Net Settlement Amount.

28 56. If ten percent (10%) or more of the Class Members opt out of the Settlement by

1 submitting valid and timely requests for exclusion, Defendants shall have the sole and absolute
2 discretion to rescind/void the Settlement Agreement within twenty (20) days after receiving from the
3 Settlement Administrator the final list of requests for exclusion. Defendants agree to meet and confer
4 in good faith with Class Counsel before rescinding or voiding the Settlement Agreement. In the event
5 that Defendants elect to rescind/void the Settlement Agreement, Defendants shall provide written
6 notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination
7 of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement
8 Agreement shall become null and void and have no further force or effect. The Parties specifically
9 agree not to solicit opt-outs, directly or indirectly, through any means. Defendant will pay the
10 administrative costs to date if Defendant chooses to rescind/void the Settlement Agreement.

11 **OBJECTIONS TO THE SETTLEMENT**

12 57. Each Class Member shall have forty-five (45) calendar days from the mailing of the
13 Notice, or such number of days as the Court shall specify, within which to postmark an objection, for
14 return to the Settlement Administrator. Any Class Member, who does not affirmatively opt-out of the
15 Settlement by submitting a valid and timely request for exclusion, may object to the approval of class
16 action settlement ("Objecting Class Member"). Any Class Member who makes a timely request for
17 exclusion has waived their right to object. The Objecting Class Member shall inform the Court and
18 the Parties in the objection of (1) the full name and current address of the Objecting Class Member;
19 (2) the specific reason(s) for the objection; and (3) shall also provide any and all evidence and
20 supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be
21 considered by the Court. Any Objecting Class Member who wishes to appear at the Final Approval
22 Hearing and be heard orally in support of, or in opposition to the class action settlement, must state so
23 in the objection. Class Members shall have no right to object to the PAGA release or PAGA Payment.

24 58. Any Class Member who fails to timely submit an objection may still appear at the Final
25 Approval Hearing to orally object to the Settlement.

26 59. Counsel for the Parties shall file any response to the objections submitted by Objecting
27 Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.
28

60. 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 to appeal from the Court's Final Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement.

**RELEASE OF CLAIMS BY CLASS REPRESENTATIVE, SETTLEMENT CLASS
MEMBERS, AND PAGA EMPLOYEES**

61. The "Class Released Claims". Upon the funding of the Gross Settlement Amount in accordance with Paragraph 40, Plaintiffs and the Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged all claims which were alleged or could have been brought under state or federal law based on the allegations in the Operative Complaint or in any letter by Plaintiffs to the LWDA, against the Released Parties (as defined above), for work performed during the Class Period, including the following:

- a. The Claims set forth in the Operative Complaint, specifically, (1) failure to pay minimum wages (Labor Code §§ 1182.12, 1194, 1194.2, and 1197); (2) failure to pay overtime (Labor Code §§ 510, 1194, and 1198, and IWC Wage Order); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512, and IWC Wage Order); (4) failure to pay rest breaks (Labor Code § 226.7, and IWC Wage Order); (5) failure to provide accurate wage statements (Labor Code § 226); (6) failure to timely pay wages at separation (Labor Code §§ 201, 202, and 203); (7) violation of the California Business & Professions Code 17200, *et seq.*; and, (8) Enforcement of Labor Code § 2698 *et seq.* (PAGA); and (9) predicated on the same or similar facts and/or claims alleged in the Action and/or any PAGA letter sent to the LWDA by Plaintiffs in or prior to the Action including specifically California Labor Code Claims 204, 210, 222.5, 256, 516, 551, 552, 558, 1174, 1174.5, 1197.1, 2802, and 2810.5.
- b. As well as any claims under the California Labor Code, the California Industrial Welfare Commission Wage Orders or California Business and Professions Code that could have been pled based on the facts or claims alleged in the Operative Complaint or in any PAGA letter sent by Plaintiffs to the LWDA concerning Defendant, including

1 any claims for unpaid wages or benefits (including minimum, regular and overtime
2 wages, paid time off, sick leave, reporting time pay, meal or rest period premiums
3 and/or pay and benefits related to COVID-19), untimely wage payments both during
4 and at the end of employment, non-compliant meal periods, non-compliant rest periods,
5 non-compliant wage statements, reimbursement for business expenses, and claims for
6 interest, penalties (including but not limited to waiting time penalties), or premiums in
7 connection therewith;

8 c. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business
9 practices or punitive damages alleged or which could have been alleged under the facts,
10 allegations and/or claims pleaded in the complaints filed as part of the Action;

11 d. Any and all other claims under federal law that were or could have been alleged based
12 on the allegations and/or claims pled in the Operative Complaint.

13 e. Any claims predicated under the Fair Labor Standards Act ("FLSA") that could have
14 been alleged under the same facts, allegations or claims pleaded in the Action will be
15 released by this Settlement. The Parties will take all steps necessary to effectuate a
16 release of the FLSA claims, including but not limited to amending the complaint or
17 adding language to the Notice of Settlement or individual settlement checks.

18 62. Release of PAGA Claims. Upon the funding of the Gross Settlement Amount in
19 accordance with Paragraph 40, Plaintiff and the PAGA Employees hereby do and shall be deemed to
20 have fully, finally, and forever released, settled, compromised, relinquished and discharged any and
21 all of the Released Parties of and from any and all claims for violation of the California Private
22 Attorneys General Act of 2004 (Labor Code § 2698, et seq.), ("PAGA claims") predicated on the facts
23 and/or claims alleged in any PAGA letter sent to the LWDA by Plaintiffs. The PAGA Employees will
24 be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out
25 of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The
26 PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash or
27 deposit their PAGA Employee Payment or opt out of being a Settlement Class Member in accordance
28 with Paragraph 54.

63. Release of Claims by Class Representative. Upon the funding of Gross Settlement Amount in accordance with Paragraph 40, and as a condition of receiving any portion of his Incentive Award, the Class Representatives, for themselves only, agree to the additional following General Release: in consideration of Defendants' promises and agreements as set forth herein, the Class Representatives hereby fully release the Released Parties from any and all Class Released Claims and also generally release and discharge the Released Parties from any and all any claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any and all claims arising from their employment or as a result of their termination from employment including claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendant's right to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law. Class Representatives shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code. Class Representatives, for themselves, have read Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Class Representative understands that Section 1542 gives the right not to release existing claims of which he is not now aware, unless the Class Representatives voluntarily choose to waive this right. Having been so apprised, the Class Representatives nevertheless voluntarily waive the rights described in Section 1542, and elect to assume all risks for claims that now exist in their favor, known or unknown.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS CERTIFICATION

64. The Parties have agreed that Plaintiff Ayon will seek leave to file the Operative Complaint, which the Parties have stipulated to file in advance or as a condition of this Settlement.

65. The Parties have agreed that Plaintiff Ayon will file the Amended PAGA Letter.

66. For settlement purposes only, the Parties agree that the Class Members as defined in Paragraph 4 herein, and which will run through August 10, 2022, may be certified in the Action. The Parties are not certifying any PAGA claims. In support of this Agreement, Plaintiff will request that the Court certify for settlement purposes the Class as to all non-PAGA claims that have been asserted, which Defendants shall not oppose or object to.

67. For settlement purposes only, the Parties agree that the PAGA Period shall run from the period defined in Paragraph 23 herein, and will run through August 10, 2022.

68. Class Counsel shall promptly submit this Stipulation of Settlement to the Court in support of Plaintiff's Amended Motion for Preliminary Approval and for determination by the Court as to whether the proposed Settlement is within the range of possible judicial approval. Promptly upon execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the entry of an order substantially in the following form:

- a. Scheduling of the Final Approval Hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs and the Incentive Awards should be finally approved as fair, reasonable and adequate as to the Settlement Class Members and for approval of the PAGA Settlement;
- b. Certifying the Settlement Class;
- c. Approving the Class Notice attached hereto as **Exhibit A**;
- d. Directing the mailing of the Notice by first class mail to the Class Members and PAGA Employees; and
- e. Preliminarily approving the Settlement subject only to the objections of the Class Members and final review by the Court.

69. The Parties will work cooperatively to mutually agree upon the form and content of the Notice, as well as the Proposed Order Granting Preliminary Approval.

1 70. Class Counsel shall do all the Court requires in order for preliminary approval and final
2 approval of the settlement to be granted, including amending the complaint and approval papers if
3 necessary to add additional counsel, Anaya and Arroyo as plaintiffs, or whatever else the Court may
4 require.

5 71. Within five (5) days of the execution of this Settlement Agreement by all Parties,
6 Defendants, Martinez Salagado, and Anaya shall file notices of settlement and for stay of proceeding
7 with the United States District Court.

8 72. Within five (5) days of the execution of this Settlement Agreement by all Parties,
9 counsel for Plaintiffs Martinez Salagado and Anaya shall sign and deliver to counsel for Defendants
10 fully executed Stipulations of Dismissal With Prejudice which shall be held in trust and not filed with
11 the Court in the United States District Court until after delivery of the Gross Settlement Amount to
12 the Settlement Administrator. Within five (5) days of the execution of this Settlement Agreement by
13 all Parties, counsel for Plaintiffs Arroyo shall sign and deliver to counsel for Defendants fully executed
14 Request for Dismissal with Prejudice which shall be held in trust and not filed with the Court until
15 after delivery of the Gross Settlement Amount to the Settlement Administrator.

16 73. The Class Representatives and Class Counsel will not make any public disclosure of
17 the Settlement until after the filing of the motion for preliminary approval of the Settlement. The Class
18 Representatives and each Class Counsel represent that they have not made any such disclosure. The
19 Class Representatives and Class Counsel shall not encourage any Class Members to opt-out. Class
20 Counsel will take all steps necessary to ensure that the Class Representatives are aware of, and will
21 encourage them to adhere to, the restriction against any public disclosure of the Settlement until after
22 the Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and the Class
23 Representative agree not to publicize the terms of this Settlement with the media, including but not
24 limited to, any newspaper, journal, magazine, website and/or online reporter of settlements, or
25 publicize the fact or the terms of this Settlement on any website. However, following Final Approval
26 of the Settlement, Class Counsel may post on their website, a statement describing their success in
27 obtaining a settlement, which does not identify the company by case name or case number but simply
28 as a manufacturing company. This provision does not prohibit Class Counsel from disclosing

1 information regarding the Settlement in court records in any Action in connection with approval of
2 the Settlement. Additionally, Class Counsel may disclose the material terms of the Settlement in future
3 judicial submissions regarding Class Counsel's qualifications and experience. Class Counsel will also
4 be permitted to communicate with Class Members pursuant to their ethical and/or fiduciary duties as
5 Class Counsel.

6 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

7 74. Following final approval by the Court of the Settlement provided for in this Stipulation
8 of Settlement, Class Counsel shall submit a proposed Final Order and Judgment with input from
9 Defendants' Counsel, to include the following: Approving the Settlement, adjudging the terms thereof
10 to be fair, reasonable and adequate, and directing consummation of its terms and provisions including
11 the approval of Class Counsel's application for an award of attorneys' fees and costs and the Incentive
12 Awards to the Class Representatives. The Parties will work cooperatively to mutually agree upon the
13 form and content of the Proposed Order Granting Final Approval of the Class Settlement and Approval
14 of the PAGA Settlement and Judgment.

15 **ESCALATOR CLAUSE**

16 75. Defendants represent that, for the period of November 1, 2015, to November 7, 2021,
17 there were 270 individuals in the Class and a total of 40,635 Workweeks. If it is determined that
18 the total number of Workweeks exceeds 41,500 by more than ten percent (10%) during the Class
19 Period, then the Gross Settlement Amount will be increased on a proportional basis by the same
20 number of percentage points above ten percent (10%) by which the actual number of Workweeks
21 exceeds 41,500 (e.g., if the Workweeks exceed 41,500 by 12%, the Gross Settlement Amount will
22 increase by 2%).

23 **VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED**

24 76. Subject to the obligations of mutual full cooperation set forth herein, either Plaintiffs
25 or Defendants may terminate this Settlement if after submitting the settlement for approval to the
26 Court, the Court declines to enter the preliminary approval order, the final approval order, or judgment
27 in substantially the form submitted by the Parties, or if the Stipulation of Settlement as agreed does
28 not become final because of appellate court action and the Parties have exhausted all reasonable efforts

1 to address the concerns of the court. The terminating Party shall give to the other Party (through
2 counsel) written notice of its decision to terminate no later than fourteen (14) calendar days after
3 receiving notice that one of the enumerated events has occurred. Termination shall have the following
4 effects:

- 5 (a) The Stipulation of Settlement shall be terminated and shall have no force or effect, and
6 no Party shall be bound by any of its terms.
- 7 (b) In the event the Settlement Agreement is terminated, Defendants shall have no
8 obligation to make any payments to any party, Settlement Class Member, PAGA
9 Employee or Class Counsel.
- 10 (c) The preliminary approval order, final approval order and judgment shall be vacated.
- 11 (d) The Stipulation of Settlement and all negotiations, statements and proceedings relating
12 thereto shall be without prejudice to the rights of any of the Parties, all of whom shall
13 be restored to their respective positions prior to the Settlement.
- 14 (e) Except as otherwise discoverable, neither this Stipulation of Settlement nor any
15 ancillary documents, actions, statements or filings in furtherance of settlement shall be
16 admissible or offered into evidence in the Action or any other action for any purpose
17 whatsoever. This includes all matters covered by the mediation privilege as provided
18 for in California Evidence Code section 1119.
- 19 (f) The terminating Party will be solely responsible for all administrative costs incurred
20 through the date the terminating Party gives notice of its decision to terminate the
21 Settlement.

22 **PARTIES' AUTHORITY**

23 77. The signatories hereto hereby represent that they are fully authorized to enter into this
24 Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

25 **MUTUAL FULL COOPERATION**

26 78. The Parties agree to fully cooperate with each other to accomplish the terms of this
27 Stipulation of Settlement, including, but not limited to, execution of such documents and taking of
28 such action as reasonably may be necessary to implement the terms of this Stipulation of Settlement.

1 The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts
2 contemplated by this Stipulation of Settlement and any other efforts that may become necessary by
3 order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth
4 herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall
5 take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

6 79. The Parties and their respective counsel agree that they will not attempt to encourage
7 or discourage Class Members from filing requests for exclusion.

8 **NO PRIOR ASSIGNMENTS**

9 80. The Parties and their respective counsel represent, covenant and warrant that they have
10 not, directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
11 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
12 or right herein released and discharged except as set forth herein.

13 **NO ADMISSION**

14 81. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to
15 be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of
16 Defendants. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the
17 intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

18 **BREACH AND ENFORCEMENT ACTIONS**

19 82. The Parties will jointly request that the Court retain jurisdiction pursuant to California
20 Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In the event of
21 a breach of this Settlement, the non-breaching Party shall provide notice to the breaching party and
22 request that the breaching party cure any alleged breach. If the breach is not cured within thirty (30)
23 days of said notice, the non-breaching party may pursue legal action or other proceeding against any
24 other breaching party or parties to enforce the provisions of this Stipulation of Settlement or to declare
25 rights or obligations under this Stipulation of Settlement. In the event of such enforcement actions,
26 the successful party or parties shall be entitled to recover from the unsuccessful party or parties
27 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
28 enforcement actions. All such disputes shall be resolved by the Court.

NOTICES

83. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing or on the same day it is electronically transmitted and addressed as follows:

To Plaintiff, the Settlement Class and Class Counsel:

Kashif Haque
 Samuel A. Wong
 Jessica L. Campbell
 Carolyn M. Bell
AEGIS LAW FIRM, PC
 9811 Irvine Center Drive, Suite 100
 Irvine, CA 92618
 Tel: (949) 379-6250
 Email: khaque@aegislawfirm.com
swong@aegislawfirm.com
jcampbell@aegislawfirm.com
cbell@aegislawfirm.com

Shoham Solouki **SOLOUKI &**
SAVOY LLP
 316 W 2nd St #1200
 Los Angeles, CA 90012
 (213) 814-4940
 Email: shoham@soloukisavoy.com

Raul Pérez
 Brandon Brouillette
 Mark Ozzello
CAPSTONE LAW APC
 1875 Century Park East, Suite 1000
 Los Angeles, CA 90067
 (310) 556-4811
 Email: Raul.Perez@capstonelawyers.com
Brandon.Brouillette@capstonelawyers.com
Mark.Ozello@capstonelawyers.com

To Defendants and Defendants' Counsel:

Elizabeth Staggs-Wilson
 LITTLER MENDELSON, P.C.
 633 West 5th Street, 63rd Floor
 Los Angeles, CA 90071
 Telephone: 213.443.4300
 E-mail: Estaggs-wilson@littler.com

CONSTRUCTION

84. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

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

MODIFICATION

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

INTEGRATION CLAUSE

87. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein by reference, contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, 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

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

CLASS MEMBER SIGNATORIES

89. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each member execute this Stipulation of Settlement. The Class Notice, Exhibit

1 “A” hereto, will advise the Class Members of the binding nature of the release, and the release shall
2 have the same force and effect as if this Stipulation of Settlement were executed by each member.

3 **COUNTERPARTS**

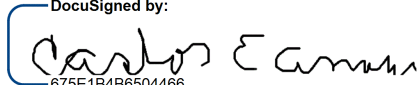
4 90. This Stipulation of Settlement may be executed in counterparts and by facsimile
5 signatures, and when each party has signed and delivered at least one such counterpart, each
6 counterpart shall be deemed an original and, when taken together with other signed counterparts, shall
7 constitute one Stipulation of Settlement binding upon and effective as to all Parties.

8
9
10
11
12
13
14
15
16
17
18
19 *[signature page to follow]*
20
21
22
23
24
25
26
27
28

1 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint
 2 Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth
 3 below:

4
 5 Dated: _____
 6 Frank Ayon
 7 Plaintiff and Class Representative

8 Dated: _____
 9 Enrique Martinez-Salgado
 10 Plaintiff and Class Representative

11 Dated: 8/11/2022
 12 _____
 13 
 14 Carlos Anaya
 15 Plaintiff and Class Representative

16 Dated: _____
 17 Rodolfo Arroyo
 18 Plaintiff and Class Representative

19 Dated: _____
 20 Michael Boffa
 21 Mars Petcare US, Inc.

22 Dated: _____
 23 Elizabeth Savard
 24 Mars, Incorporated

25 **APPROVED AS TO FORM AND CONTENT:**

26 Dated: _____
 27 AEGIS LAW FIRM, PC

28 _____
 Kashif Haque
 Samuel A. Wong
 Jessica L. Campbell

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

Dated: _____

Frank Ayon
Plaintiff and Class Representative

Dated: _____

Enrique Martinez-Salgado
Plaintiff and Class Representative

Dated: _____

Carlos Anaya
Plaintiff and Class Representative

Dated: 8/17/2022

DocuSigned by:
Rodolfo Arroyo
44E9F1803BB74B3

Rodolfo Arroyo
Plaintiff and Class Representative

Dated: _____

Michael Boffa
Mars Petcare US, Inc.

Dated: _____

Elizabeth Savard
Mars, Incorporated

APPROVED AS TO FORM AND CONTENT:

Dated: _____

AEGIS LAW FIRM, PC

Kashif Haque
Samuel A. Wong
Jessica L. Campbell

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

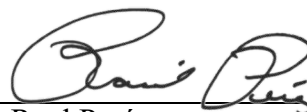
Carolyn M. Bell
Attorneys for Plaintiffs
FRANK AYON

Dated:

SOLOUKI & SAVOY LLP

Dated: August 17, 2022

Shoham Solouki
Attorneys for Plaintiff
ENRIQUE MARTINEZ-SALGADO
CAPSTONE LAW, APC



Raul Pérez
Brandon Brouillette
Mark Ozzello
Attorneys for Plaintiffs
CARLOS ANAYA
RODOLFO ARROYO

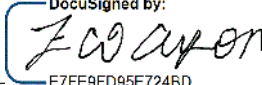
Dated:

LITTLER MENDELSON, P.C.

Jennifer Robinson
Elizabeth Staggs Wilson
Jyoti Mittal
Attorneys for Defendant
MARS PETCARE US, INC. and MARS,
INCORPORATED

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

Dated: 8/11/2022

DocuSigned by:

 E7FE9FD95E724BD...

Frank Ayon
 Plaintiff and Class Representative

Dated: _____

Enrique Martinez-Salgado
 Plaintiff and Class Representative

Dated: _____

Carlos Anaya
 Plaintiff and Class Representative

Dated: _____

Rodolfo Arroyo
 Plaintiff and Class Representative

Dated: _____

Michael Boffa
 Mars Petcare US, Inc.

Dated: _____

Elizabeth Savard
 Mars, Incorporated

APPROVED AS TO FORM AND CONTENT:

Dated: 8/11/2022

AEGIS LAW FIRM, PC



Kashif Haque
 Samuel A. Wong
 Jessica L. Campbell

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Carolyn M. Bell
Attorneys for Plaintiffs
FRANK AYON

Dated: 8-17-2022

SOLOUKI & SAVOY LLP

Shoham Solouki

Shoham Solouki
Attorneys for Plaintiff
ENRIQUE MARTINEZ-SALGADO

Dated:

CAPSTONE LAW, APC

Raul Pérez
Brandon Brouillette
Mark Ozzello
Attorneys for Plaintiffs
CARLOS ANAYA
RODOLFO ARROYO

Dated:

LITTLER MENDELSON, P.C.

Jennifer Robinson
Elizabeth Staggs Wilson
Jyoti Mittal
Attorneys for Defendant
MARS PETCARE US, INC. and MARS,
INCORPORATED

1 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth
3 below:

4
5 Dated: _____
6 Frank Ayon
7 Plaintiff and Class Representative

8 Dated: 8/15/2022
9 *Enrique Martinez-Salgado*
10 Enrique Martinez-Salgado
11 Plaintiff and Class Representative

12 Dated: _____
13 Carlos Anaya
14 Plaintiff and Class Representative

15 Dated: _____
16 Rodolfo Arroyo
17 Plaintiff and Class Representative

18 Dated: _____
19 Michael Boffa
20 Mars Petcare US, Inc.

21 Dated: _____
22 Elizabeth Savard
23 Mars, Incorporated

24 **APPROVED AS TO FORM AND CONTENT:**

25 Dated: AEGIS LAW FIRM, PC

26
27 _____
28 Kashif Haque
Samuel A. Wong
Jessica L. Campbell

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

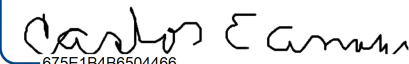
Dated: _____

Frank Ayon
Plaintiff and Class Representative

Dated: _____

Enrique Martinez-Salgado
Plaintiff and Class Representative

Dated: 8/11/2022

DocuSigned by:

675E1B4B6504466...
Carlos Anaya
Plaintiff and Class Representative

Dated: _____

Rodolfo Arroyo
Plaintiff and Class Representative

Dated: _____

Michael Boffa
Mars Petcare US, Inc.

Dated: _____

Elizabeth Savard
Mars, Incorporated

APPROVED AS TO FORM AND CONTENT:

Dated: _____

AEGIS LAW FIRM, PC

Kashif Haque
Samuel A. Wong
Jessica L. Campbell

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

Dated: _____

Frank Ayon
Plaintiff and Class Representative

Dated: _____

Enrique Martinez-Salgado
Plaintiff and Class Representative

Dated: _____

Carlos Anaya
Plaintiff and Class Representative

Dated: 8/17/2022

DocuSigned by:
Rodolfo Arroyo
44E9F1803BB74B3

Rodolfo Arroyo
Plaintiff and Class Representative

Dated: _____

Michael Boffa
Mars Petcare US, Inc.

Dated: _____

Elizabeth Savard
Mars, Incorporated

APPROVED AS TO FORM AND CONTENT:

Dated: _____

AEGIS LAW FIRM, PC

Kashif Haque
Samuel A. Wong
Jessica L. Campbell

1 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth
3 below:

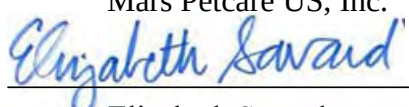
4
5 Dated: _____
6 Frank Ayon
7 Plaintiff and Class Representative

8 Dated: _____
9 Enrique Martinez-Salgado
10 Plaintiff and Class Representative

11 Dated: _____
12 Carlos Anaya
13 Plaintiff and Class Representative

14 Dated: _____
15 Rodolfo Arroyo
16 Plaintiff and Class Representative

17
18 Dated: _____
19 Michael Boffa
20 Mars Petcare US, Inc.

21 Dated: August 3, 2022
22 
23 Elizabeth Savard
24 Mars, Incorporated

25 **APPROVED AS TO FORM AND CONTENT:**

26 Dated: AEGIS LAW FIRM, PC

27 _____
28 Kashif Haque
Samuel A. Wong
Jessica L. Campbell

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Carolyn M. Bell
Attorneys for Plaintiffs
FRANK AYON

Dated:

SOLOUKI & SAVOY LLP

Dated: August 17, 2022

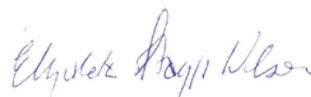
Shoham Solouki
Attorneys for Plaintiff
ENRIQUE MARTINEZ-SALGADO
CAPSTONE LAW, APC



Raul Pérez
Brandon Brouillette
Mark Ozzello
Attorneys for Plaintiffs
CARLOS ANAYA
RODOLFO ARROYO

Dated:

LITTLER MENDELSON, P.C.



Jennifer Robinson
Elizabeth Staggs Wilson
Jyoti Mittal
Attorneys for Defendant
MARS PETCARE US, INC. and MARS,
INCORPORATED