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

MARIA GONZALEZ, on behalf of herself and
all other similarly situated;

Plaintiff,

vs.

LIEF ORGANICS, LLC, a California limited
liability company; and DOES 1 through 20,
inclusive;

Defendant(s).

CASE NO.: 20STCV19371

**JOINT STIPULATION OF CLASS ACTION
AND REPRESENTATIVE ACTION
PURSUANT TO LABOR CODE § 2699(f)
SETTLEMENT AND RELEASE BETWEEN
PLAINTIFF, ON BEHALF OF HERSELF
AND ALL OTHERS SIMILARLY
SITUATED AND AGGRIEVED, AND
DEFENDANT**

Complaint Filed: March 19, 2020

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiff MARIA GONZALEZ (“Plaintiff”
4 or “Class Representative”), on behalf of herself and all others similarly situated, and Defendant
5 LIEF ORGANICS, LLC, a California limited liability company, on behalf of themselves and their
6 present and former agents, officers, employees, directors, trustees, fiduciaries, insurers,
7 subsidiaries, affiliated divisions and companies, parent companies, predecessors, successors and
8 assigns (collectively, “Defendants”) (collectively with Plaintiff, the “Parties”).

9 This settlement shall be binding on Plaintiff and the settlement classes and aggrieved
10 employees Plaintiff purports to represent and (i) Defendants; (ii) each of Defendants’ respective
11 past, present and future parents, subsidiaries, and affiliates including, without limitation, any
12 corporation, limited liability company, partnership, trust, foundation, and non-profit entity which
13 controls, is controlled by, or is under common control with Defendants; (iii) the past, present and
14 future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners,
15 managers, contractors, agents, consultants, representatives, administrators, payroll service
16 providers, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of
17 the foregoing; and (iv) any individual or entity which could be jointly liable with any of the
18 foregoing, subject to the terms and conditions hereof and the approval of the Court.

19 **RECITALS**

20 1. On May 19, 2020, Plaintiff filed a civil Complaint against Defendants in the Los
21 Angeles Superior Court entitled *Maria Gonzalez, on behalf of herself and all others similarly*
22 *situated; Plaintiff. v. Lief Organics, LLC, a California limited liability company; and DOES 1*
23 *through 20, inclusive; Defendants*, Los Angeles Superior Court, Case No.: 20STCV19371. The
24 Complaint sets forth the following cause of action: (1) Failure to Pay Minimum Wages (Labor
25 Code §§ 1194, 1194.2, 1197; IWC Wage Order No. 1); (2) Failure to Pay Overtime Wages (Labor
26 Code §§ 510, 1198; IWC Wage Order No. 1); (3) Failure to Provide Compliant Rest Periods
27 and/or Pay Missed Rest Break Premiums (Labor Code § 226.7; Wage Order No. 1); (4) Failure
28 to Provide Compliant Meal Periods and/or Pay Missed Meal Period Premiums (Labor Code §§

1 226.7, 512; IWC Wage Order No. 1); (5) Failure to Provide Complete and Accurate Wage
2 Statements (Labor Code §§226(A)); (6) Waiting Time Penalties (Labor Code § 201-203); (7)
3 Failure to Pay Timely Wages (Labor Code §§ 204, 210); (8) UCL Violations; and (9) PAGA
4 Penalties (Labor Code § 2699 *et seq.*).

5 2. Defendants deny all material allegations set forth in the Complaint and have
6 asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further
7 litigation, the Parties desire to fully and finally settle all actual or potential claims by the Class
8 Members.

9 3. On April 14, 2021, the Parties participated in mediation before the Hon. Carl J.
10 West (Ret.), a respected mediator of wage and hour class actions.

11 4. On December 22, 2021, the Parties participated in a second mediation before Lou
12 Marlin, a respected mediator of wage and hour class actions.

13 5. The settlement discussions during and after mediation were conducted at arm's
14 length and the settlement is the result of an informed and detailed analysis of Defendants' alleged
15 potential liability in relation to the costs and risks associated with continued litigation.

16 6. On April 6, 2020, Plaintiff exhausted her administrative remedies pursuant to
17 California Labor Code § 2699, *et seq.* by providing notice to the Labor and Workforce
18 Development Agency ("LWDA"). Plaintiff did not receive a response from the LWDA.

19 7. Based on the data and documents produced pursuant to informal discovery, as well
20 as Class Counsel's own independent investigation and evaluation, and the Mediator's efforts,
21 Class Counsel believe that the settlement with Defendants for the consideration and on the terms
22 set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest
23 of the Class Members in light of all known facts and circumstances, including the risk of
24 significant delay and uncertainty associated with litigation, various defenses asserted by
25 Defendants, the sharply contested legal and factual issues involved, and numerous appellate
26 issues.

27 8. This Settlement Agreement is made and entered into by and between Plaintiff,
28 individually and on behalf of all others similarly situated and aggrieved, and Defendants, and is

1 subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly
2 acknowledge that this Agreement is entered into solely for the purpose of compromising
3 significantly disputed claims and that nothing herein is an admission of any liability or
4 wrongdoing by Defendants. If, for any reason the Settlement Agreement is not approved, it will
5 be of no force or effect, and the Parties shall be returned to their original respective positions.

6 **DEFINITIONS**

7 The following definitions are applicable to this Settlement Agreement. Definitions
8 contained elsewhere in this Settlement Agreement will also be effective:

9 9. "Action" means *Maria Gonzalez, on behalf of herself and all others similarly*
10 *situated; Plaintiff. v. Lief Organics, LLC, a California limited liability company; and DOES 1*
11 *through 20, inclusive; Defendants*, Los Angeles Superior Court, Case No.: 20STCV19371.

12 10. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and
13 approved by the Court for Class Counsel's litigation and resolution of this Action, and all costs
14 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs
15 associated with documenting the Settlement, securing the Court's approval of the Settlement,
16 responding to any objections to the settlement and appeals arising therefrom, administering the
17 Settlement, obtaining entry of a Judgment terminating this Action, and expenses for any experts.
18 Class Counsel will request attorneys' fees not to exceed one-third of the Gross Settlement
19 Amount, or up to \$191,666.66 and actual litigation costs incurred in the Action (not to exceed
20 FIFTEEN THOUSAND DOLLARS AND ZERO CENTS \$15,000.00). Defendants have agreed
21 not to oppose Class Counsel's request for fees and reimbursement of costs as set forth above.

22 11. "Settlement Administrator" means any third-party class action settlement
23 administrator agreed to by the Parties and approved by the Court for purposes of administering
24 this settlement. The Parties each represent that they do not have any financial interest in the
25 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
26 could create a conflict of interest.

27 12. "Settlement Administration Costs" means the costs payable from the Gross
28 Settlement Amount to the Settlement Administrator for administering this Settlement, including,

1 but not limited to, printing, distributing, and tracking documents for this Settlement, calculating
2 estimated amounts per Class Member, tax reporting, distributing the appropriate settlement
3 amounts, and providing necessary reports and declarations, and other duties and responsibilities
4 set forth herein to process this Settlement, and as requested by the Parties. The Settlement
5 Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,
6 any such costs in excess of the amount represented by the Settlement Administrator as being the
7 maximum costs necessary to administer the settlement. The Settlement Administration Costs are
8 currently estimated to be TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00). To
9 the extent actual Settlement Administrations Costs are greater than TEN THOUSAND
10 DOLLARS AND ZERO CENTS (\$10,000.00), such excess amount will be deducted from the
11 Gross Settlement Amount.

12 13. "Class Counsel" means MELMED LAW GROUP P.C., which will seek to be
13 appointed counsel for the Settlement Class.

14 14. "Class List" means a complete list of all Class Members that Defendants will
15 diligently and in good faith compile from its records and provide to the Settlement Administrator
16 within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List
17 will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class
18 Members' names, last-known addresses, last-known telephone numbers, social security numbers,
19 and Workweek data during the Class Period.

20 15. "Class Member(s)" or "Settlement Class" means all individuals who are or were
21 employed as non-exempt employees of Defendant Lief Organics, LLC from May 19, 2016
22 through April 14, 2021. The Settlement Class does not include any person who previously settled
23 or released any of the claims covered by this Settlement, or any other person who previously was
24 paid or received awards through civil or administrative actions for the claims covered by this
25 Settlement. Defendants represent that there are approximately 137 individuals that comprise the
26 Settlement Class.

27 16. "Class Period" means the period from May 19, 2016 through April 14, 2021.

28 17. "Class Representative" means Plaintiff Maria Gonzalez, who will seek to be

1 appointed as the representative for the Settlement Class.

2 18. "Class Representative Enhancement Payment" means the amount to be paid to
3 Plaintiff in recognition of Plaintiff's effort and work in prosecuting the Action on behalf of Class
4 Members and negotiating the Settlement. Defendants agree not to dispute that the Class
5 Representative will be paid, subject to Court approval, up to SEVEN THOUSAND, FIVE
6 HUNDRED DOLLARS AND ZERO CENTS (\$7,500.00) from the Gross Settlement Amount for
7 Plaintiff's services on behalf of the class, subject to the Court granting final approval of this
8 Settlement Agreement and subject to the exhaustion of any and all appeals. Should the Court
9 reduce the Class Representative Enhancement Payment, any such reduction shall revert to the
10 Net Settlement distributed to Participating Class Members.

11 19. "Court" means the Superior Court of California, County of Los Angeles or any
12 other court taking jurisdiction of the Action.

13 20. "Defendants" means Lief Organics, LLC and its present and former agents,
14 officers, employees, directors, trustees, fiduciaries, subsidiaries, affiliated divisions and
15 companies, parent companies, predecessors, successors and assigns.

16 21. "Effective Date" means the date which the settlement embodied in this Settlement
17 Agreement shall become effective after all of the following events have occurred: (i) this
18 Settlement Agreement has been executed by all parties and by counsel for the Settlement Class
19 and Defendants; (ii) the Court has given preliminary approval to the Settlement; (iii) notice has
20 been given to the putative members of the Settlement Class, providing them with an opportunity
21 to object to the terms of the Settlement or to opt-out of the Settlement; (iv) the Court has held a
22 formal fairness hearing and, having heard no objections to the Settlement, entered a final order
23 and judgment certifying the Class and approving this Settlement Agreement; (v) sixty-five (65)
24 calendar day have passed following the Court's entry of a final order and judgment certifying the
25 Settlement Class and approving the settlement; (vi) in the event there are written objections filed
26 prior to the formal fairness hearing which are not later withdrawn or denied, the later of the
27 following events: (a) five (5) business days after the period for filing any appeal, writ or other
28 appellate proceeding opposing the Court's final order approving the Settlement has elapsed

1 without any appeal, writ or other appellate proceeding having been filed; or (b) five (5) business
2 days after any appeal, writ or other appellate proceeding opposing the Settlement has been
3 dismissed finally and conclusively with no right to pursue further remedies or relief, and (vii)
4 Defendant has funded the Gross Settlement Amount and the employer-side payroll taxes on the
5 individual settlement amounts allocated to wages.

6 22. “Gross Settlement Amount” means the amount used to satisfy all of Defendants’
7 liability arising from the settlement other than employer-side taxes on the amounts allocated to
8 wages. Here, the Gross Settlement Amount is FIVE HUNDRED AND SEVENTY FIVE
9 THOUSAND DOLLARS AND ZERO CENTS (\$575,000.00). The Gross Settlement Amount
10 shall be an “all in” settlement including payment of employee-side taxes, interest, plaintiff’s
11 attorneys’ fees and costs, administrative fees, the enhancement payment for the Plaintiff, the
12 payment to the LWDA, and payments to all members of the Settlement Class. Defendants will
13 not pay more than the Gross Settlement Amount plus employer-side taxes on the amounts
14 allocated to wages. Defendants estimate that there are 137 Class Members and 10,547 workweeks
15 in the Class Period. In the event that the total number of weeks worked in the Class Period is
16 greater than 10,547, then the Gross Settlement Amount shall be increased proportionately for
17 each additional week worked above 10,547.

18 23. “Individual Settlement Payment” means each Participating Class Member’s share
19 of the Net Settlement Amount, to be distributed to the Class Members who do not submit a valid
20 Request for Exclusion.

21 24. “Labor and Workforce Development Agency Payment” means the amount that the
22 Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) in
23 connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
24 *et seq.*, “PAGA”). The Parties have agreed that TWENTY THOUSAND DOLLARS AND ZERO
25 CENTS (\$20,000.00) of the Gross Settlement Amount will be allocated to the resolution of any
26 Class Members’ claims arising under PAGA. Pursuant to PAGA, 75%, or FIFTEEN
27 THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00), of the PAGA Settlement Amount
28 will be paid to the California Labor and Workforce Development Agency (“LWDA Payment”),

1 and 25%, or FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) (“Aggrieved
2 Employee Payment”), of the PAGA Settlement Amount will be part of the Net Settlement
3 Amount. Those non-exempt employees who worked for Defendants in the year prior to the filing
4 of the Complaint shall comprise the PAGA sub-class and they will receive a pro-rata portion of
5 the Aggrieved Employee Payment based on their relative percentage of pay periods during the
6 PAGA period. No aggrieved employee shall have the right to opt out of the PAGA settlement.

7 25. “Net Settlement Amount” means the portion of the Gross Settlement Amount
8 remaining after deduction of the approved Class Representative Enhancement Payment,
9 Settlement Administration Costs, Labor and Workforce Development Agency Payment, and
10 Attorneys’ Fees and Costs. The Net Settlement Amount will be distributed to Participating Class
11 Members.

12 26. “Notice of Objection” means a Class Member’s valid and timely written objection
13 to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the
14 objector’s full name, signature, address, telephone number, and the last four digits of the
15 objector’s social security number, (b) the dates the objector was employed by Defendants in
16 California, (c) a written statement of all grounds for the objection accompanied by any legal
17 support for such objection, and (d) copies of any papers, briefs, or other documents upon which
18 the objection is based.

19 27. “Notice Packet” or “Notice” means the Notice of Class Action Settlement,
20 substantially in the form attached as Exhibit A.

21 28. “Parties” means Plaintiff and Defendants collectively.

22 29. “Participating Class Members” means all Class Members who do not submit valid
23 Requests for Exclusion.

24 30. “Plaintiff” means Maria Gonzalez.

25 31. “Preliminary Approval” means the Court order granting preliminary approval of
26 the Settlement Agreement.

27 32. “Released Claims” means all claims, demands, and liabilities against the Released
28 Parties, or any of them, for any type of relief and penalties that came into existence at any time

1 during the class period as a result of Class Members employment by Defendants that were or
2 could have been plead based on the facts alleged in the operative complaint, including to but not
3 limited to the following claims: (1) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1194.2,
4 1197; IWC Wage Order No. 1); (2) Failure to Pay Overtime Wages (Labor Code §§ 510, 1198;
5 IWC Wage Order No. 1); (3) Failure to Provide Compliant Rest Periods and/or Pay Missed Rest
6 Break Premiums (Labor Code § 226.7; Wage Order No. 1); (4) Failure to Provide Compliant
7 Meal Periods and/or Pay Missed Meal Period Premiums (Labor Code §§ 226.7, 512; IWC Wage
8 Order No. 1); (5) Failure to Provide Complete and Accurate Wage Statements (Labor Code
9 §§226(A)); (6) Waiting Time Penalties (Labor Code § 201-203); (7) Failure to Pay Timely Wages
10 (Labor Code §§ 204, 210); (8) UCL Violations; and (9) PAGA Penalties (Labor Code § 2699 *et*
11 *seq.*).

12 33. “Released Claims Period” means the period from May 19, 2016 through April 14,
13 2021.

14 34. “Released Parties” means: (i) Defendants; (ii) each of Defendants’ respective past,
15 present and future parents, subsidiaries, and affiliates including, without limitation, any
16 corporation, limited liability company, partnership, trust, foundation, and non-profit entity which
17 controls, is controlled by, or is under common control with Defendants; (iii) the past, present and
18 future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners,
19 managers, contractors, agents, consultants, representatives, administrators, payroll service
20 providers, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of
21 the foregoing; and (iv) any individual or entity which could be jointly liable with any of the
22 foregoing.

23 35. “Request for Exclusion” means a timely letter submitted by a Class Member
24 indicating a request to be excluded from the settlement. The Request for Exclusion must: (a) be
25 signed by the Class Member; (b) contain the name, address, telephone number, and the last four
26 digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state
27 that the Class Member received the Notice, does not wish to participate in the settlement, and
28 wants to be excluded from the settlement; (d) be returned by first class mail or equivalent to the

1 Settlement Administrator at the specified address; and, (e) be postmarked on or before the
2 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive
3 means to determine whether a Request for Exclusion has been timely submitted. A Class Member
4 who does not request exclusion from the settlement will be deemed a Class Member and will be
5 bound by all terms of the settlement, if the settlement is granted final approval by the Court.

6 36. "Response Deadline" means the deadline by which Class Members must postmark
7 to the Settlement Administrator valid Requests for Exclusion or file and serve objections to the
8 settlement. The Response Deadline will be forty-five (45) calendar days from the initial mailing
9 of the Notice Packet by the Settlement Administrator, unless the 45th day falls on a Sunday or
10 federal holiday, in which case the Response Deadline will be extended to the next day on which
11 the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion will be
12 extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by
13 the Settlement Administrator, unless the 15th day falls on a Sunday or federal holiday, in which
14 case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
15 open. The Response Deadline may also be extended by express agreement between Class
16 Counsel and Defendants. Under no circumstances, however, will the Settlement Administrator
17 have the authority to extend the deadline for Class Members to submit Request for Exclusion or
18 objection to the settlement.

19 37. "Workweeks" means the number of weeks of employment for each Class Member
20 as a non-exempt employee during the Class Period. Workweeks are determined by calculating
21 the number of days each Class Member was employed during the Class Period, dividing by seven
22 (7), and rounding up to the nearest whole number.

23 **CLASS CERTIFICATION**

24 38. Solely for the purpose of settling all claims alleged in Plaintiff's Complaint and
25 not for any other purpose in the event this settlement is not granted final approval, the Parties
26 stipulate and agree that the requisites for establishing class certification with respect to the
27 Settlement Class have been met and are met. More specifically, the Parties stipulate and agree
28 for purposes of this settlement only that:

1 Settlement. Within 65 calendar days after the Court enters final approval and judgment thereon,
2 Defendants will make a one-time deposit for payment of all Court approved and claimed amounts
3 from the Gross Settlement Amount into a Qualified Settlement Account to be established by the
4 Settlement Administrator. Within fourteen (14) business days of the funding of the Settlement,
5 the Settlement Administrator will issue payments to (a) Participating Class Members; (b) the
6 Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class Counsel. The Settlement
7 Administrator will also issue a payment to itself for Court-approved services performed in
8 connection with the settlement.

9 40. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any
10 application or motion by Class Counsel for Attorneys' Fees up to 191,666.66, associated with
11 Class Counsel's litigation and settlement of the Action and costs up to FIFTEEN THOUSAND
12 DOLLARS AND ZERO CENTS (\$15,000.00) per Class Counsel's billing statements, both of
13 which will be paid from the Gross Settlement Amount.

14 41. Class Representative Enhancement Payment. In exchange for a release of the class
15 claims, and in recognition of their effort and work in prosecuting the Action on behalf of Class
16 Members and negotiating the Settlement, Defendants agree not to oppose or impede any
17 application or motion for Class Representative Enhancement Payment of up to SEVEN
18 THOUSAND, FIVE HUNDRED DOLLARS AND ZERO CENTS (\$7,500.00) to the Class
19 Representative, subject to the Court's approval. The Class Representative Enhancement
20 Payment, which will be paid from the Gross Settlement Amount, will be in addition to Plaintiff's
21 Individual Settlement Payment paid pursuant to the Settlement. The Class Representative agrees
22 to execute a release of all class claims, against Defendants and all agents, employees, officers,
23 directors and related parties, past and present, for this payment. The Settlement Administrator
24 will issue an IRS Form 1099 for the enhancement payment to the Class Representative, and the
25 Class Representative shall be solely and legally responsible for correctly characterizing this
26 compensation for tax purposes and for paying any taxes on the amount received. The Class
27 Representatives agree to indemnify and hold Defendants harmless from any claim or liability for
28 taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payment.

1 Should the Court reduce the Class Representative Enhancement Payment, any such reduction
2 shall revert to the Net Settlement distributed to Participating Class Members.

3 42. Settlement Administration Costs. The Settlement Administrator will be paid for
4 the reasonable costs of administration of the Settlement and distribution of payments from the
5 Gross Settlement Amount, which is currently estimated to be TEN THOUSAND DOLLARS
6 AND ZERO CENTS (\$10,000.00). These costs, which will be paid from the Gross Settlement
7 Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement
8 Payments, the issuing of 1099 IRS Forms, distributing the Notice Packet, calculating and
9 distributing the Gross Settlement Amount and Attorneys' Fees and Costs, and providing
10 necessary reports and declarations.

11 43. Labor and Workforce Development Agency Payment. Subject to Court approval,
12 the Parties agree that the amount of TWENTY THOUSAND DOLLARS AND ZERO CENTS
13 (\$20,000.00) of the Gross Settlement Amount will be designated for satisfaction of Plaintiff's
14 and Class Members' PAGA claims. Pursuant to PAGA, 75%, or FIFTEEN THOUSAND
15 DOLLARS AND ZERO CENTS (\$15,000.00), of the PAGA Settlement Amount will be paid to
16 the LWDA, and 25%, or FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00), will
17 be distributed to Participating Class Members as part of the Net Settlement Amount.

18 44. Net Settlement Amount. The Net Settlement Amount will be used to satisfy
19 Individual Settlement Payments to Participating Class Members from the Settlement Class in
20 accordance with the terms of this Agreement.

21 45. Acknowledgement of Potential Administration Cost Increases. The Parties hereby
22 acknowledge that Settlement Administration Costs may increase above the current estimate of
23 \$10,000.00 and that any such additional Settlement Administration Costs will be taken out of the
24 Gross Settlement Amount. Any portion of the estimated or designated Class Administration
25 Costs which are not in fact required to fulfill the total Class Administration Costs will become
26 part of the Net Settlement Amount.

27 46. Individual Settlement Payment Calculations. Individual Settlement Payments will
28 be calculated and apportioned from the Net Settlement Amount based on the Workweeks a

1 Participating Class Member worked during the Class Period. Such payments will be distributed
2 pro rata to Participating Class Members on a workweek basis. Specific calculations of Individual
3 Settlement Payments will be made as follows:

4 a. The Settlement Administrator will calculate the number of Workweeks per
5 Participating Class Member during the Class Period based on records in Defendants' possession,
6 custody or control. Defendants' Workweek data will be presumed to be correct, unless a
7 particular Class Member proves otherwise to the Settlement Administrator by credible written
8 evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator
9 in consultation with Class Counsel and counsel for Defendants. The Settlement Administrator's
10 decision on all Workweek disputes will be final and non-appealable.

11 b. The Settlement Administrator will calculate the total number of
12 Workweeks for each individual Class Member ("Individual Workweeks"). The Settlement
13 Administrator will calculate the total number of Workweeks for all Class Members during the
14 Class Period ("Class Workweeks").

15 c. To determine each Class Member's "Individual Settlement Payment" the
16 Settlement Administrator will use the following formula: Individual Settlement Payment = (Net
17 Settlement Amount ÷ Participating Class Workweeks) x Individual Workweeks for each
18 individual Participating Class Member.

19 d. If the number of Workweeks worked by the Class Members during the
20 Class Period is greater than 10,547, then the Gross Settlement Amount shall be increased
21 proportionately for each additional week worked above 10,547.

22 47. Settlement Awards Do Not Trigger Additional Benefits. All settlement awards to
23 Class Members shall be deemed to be paid to such Class Members solely in the year in which
24 such payments actually are received by the Class Members. It is expressly understood and agreed
25 that the receipt of such individual settlement awards will not entitle any Class Member to
26 additional compensation or benefits under any company bonus, commission or other
27 compensation or benefit plan or agreement in place during the period covered by the Settlement,
28 nor will it entitle any Class Member to any increased retirement, 401K benefits or matching

benefits, or deferred compensation benefits. It is the intent of this Settlement that the individual settlement awards provided for in this Settlement are the sole payments to be made by Defendants to the Class Members, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the individual settlement awards (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

48. Settlement Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

49. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

50. Notice by First-Class U.S. Mail. Within thirty (30) calendar days of Preliminary Approval, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

51. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to fax or postmark a Request for Exclusion, or file and serve an objection to the Settlement.

1 52. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
2 Packet will provide: (a) information regarding the nature of the Action; (b) a summary of the
3 Settlement's principal terms; (c) the Settlement Class definition; (d) each Class Member's
4 estimated Individual Settlement Payment and the formula for calculating Individual Settlement
5 Payments; (e) the dates which comprise the Class Period; (f) instructions on how to submit valid
6 Requests for Exclusion or objections; (g) the deadlines by which the Class Member must fax or
7 postmark Requests for Exclusions or file and serve objections to the Settlement; (h) the claims to
8 be released, as set forth herein; and (i) the date for the Final Approval Hearing.

9 53. Disputed Information on Notice Packets. Class Members will have an opportunity
10 to dispute the information provided in their Notice Packets. To the extent Class Members dispute
11 the number of weeks he/she worked during the Class Period, or the amount of their Individual
12 Settlement Payment, Class Members may produce evidence to the Settlement Administrator
13 showing that such information is inaccurate. Absent evidence rebutting Defendants' records,
14 Defendants' records will be presumed determinative. However, if a Class Member produces
15 evidence to the contrary, the Settlement Administrator will evaluate the evidence submitted by
16 the Class Member in consultation with Class Counsel and counsel for Defendants and will make
17 the final decision as to the Individual Settlement Payment to which the Class Member may be
18 entitled.

19 54. Request for Exclusion Procedures. Any Class Member wishing to opt-out from
20 the Settlement Agreement must sign and postmark a written Request for Exclusion to the
21 Settlement Administrator within the Response Deadline. The date of the postmark on the return
22 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has
23 been timely submitted. All Requests for Exclusion will be submitted to the Settlement
24 Administrator, who will certify jointly to Class Counsel and Defendants' Counsel the Requests
25 for Exclusion that were timely submitted. Any Class Member who submits a Request for
26 Exclusion shall be prohibited from objecting to the Settlement Agreement.

27 55. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
28 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely

1 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to
2 the Released Claims, as well as any Judgment that may be entered by the Court if it grants final
3 approval to the Settlement.

4 56. Objection Procedures. To object to the Settlement Agreement, a Class Member
5 must sign and postmark a written Notice of Objection to the Settlement Administrator before the
6 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive
7 means for determining whether the Notice of Objection has been timely submitted. Alternatively,
8 a Class Member may appear and object at the Final Approval Hearing. At no time will any of
9 the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the
10 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent
11 any Class Members with respect to any such objections to this Settlement.

12 57. Certification Reports Regarding Individual Settlement Payment Calculations. The
13 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report
14 which certifies: (a) the number of Class Members who have submitted valid Requests for
15 Exclusion; and (b) whether any Class Member has submitted a challenge to any information
16 contained in their Claim Form or Notice Packet. Additionally, the Settlement Administrator will
17 provide to counsel for both Parties any updated reports regarding the administration of the
18 Settlement Agreement as needed or requested.

19 58. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator
20 to Participating Class Members will expire 180 calendar days from the date the check was issued.
21 Uncashed settlement award checks will not be re-issued, except for good cause and as mutually
22 agreed upon by the Parties in writing. All uncashed checks will not be reissued and will be sent
23 to the State of California Unclaimed Property Fund in the name of the employee pursuant to
24 California Code of Civil Procedure Section 384. The Settlement Administrator shall reverse any
25 tax documents issued to Class Members who did not cash his or her check and refund the
26 Defendants' share of employer's taxes.

27 59. Certification of Completion. Upon completion of administration of the Settlement,
28 the Settlement Administrator will provide a written declaration under oath to certify such

1 completion to the Court and counsel for all Parties.

2 60. Administration Costs if Settlement Fails. If the Settlement is voided or rejected
3 by the Court, any costs incurred by the Settlement Administrator will be paid equally by the
4 Parties (half by Defendants and half by Class Counsel), unless otherwise specified in this
5 Agreement.

6 61. Treatment of Individual Settlement Payments. All Individual Settlement
7 Payments will be allocated as follows: of each Individual Settlement Payment 15% will be
8 allocated as alleged unpaid wages, and 85% will be allocated as alleged unpaid interest, alleged
9 business expense reimbursement, alleged unpaid meal break premiums, and alleged statutory and
10 civil penalties, including PAGA penalties. The 15% of each Individual Settlement Payment
11 allocated as wages will be reported on an IRS Form W2 by the Settlement Administrator. The
12 remaining 85% of each Individual Settlement Payment allocated as interest, business expense
13 reimbursement, meal break premiums, and penalties will be reported on an IRS Form-1099 by
14 the Settlement Administrator.

15 62. Administration of Taxes by the Settlement Administrator. The Settlement
16 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
17 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
18 pursuant to this Agreement. Within ten (10) business days after the Effective Date, the Settlement
19 Administrator will provide the Parties with an accounting of the amounts to be paid by
20 Defendants pursuant to the terms of the Settlement, including the amount of the employer
21 contribution for payroll taxes to be paid in addition to the Gross Settlement Amount. The
22 Settlement Administrator will also be responsible for timely forwarding all payroll taxes and
23 penalties to the appropriate government authorities.

24 63. Tax Liability. Defendants make no representation as to the tax treatment or legal
25 effect of the payments called for hereunder, and Plaintiff, Participating Class Members, and Class
26 Counsel are not relying on any statement, representation, or calculation by Defendants or by the
27 Settlement Administrator in this regard. Plaintiff, Participating Class Members, and Class
28 Counsel understand and agree that they will be solely responsible for the payment of any taxes

1 and penalties assessed on the payments described herein and will defend, indemnify, and hold
2 Defendants free and harmless from and against any claims resulting from treatment of such
3 payments as non-taxable damages.

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

28 65. No Prior Assignments. The Parties and their counsel represent, covenant, and

1 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
2 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
3 action, cause of action or right herein released and discharged.

4 66. Release of Claims by Class Members. Upon the date on which Defendant fully
5 funds the Gross Settlement Amount, Plaintiff and all Participating Class Members will be deemed
6 to have fully, finally and forever released, settled, compromised, relinquished, and discharged
7 with respect to all of the Released Parties and any and all Released Claims. The Settlement Class
8 and each member of the Class who has not submitted a valid Request for Exclusion, fully releases
9 and discharges the Released Parties for the Released Claims for any period during the Released
10 Claims Period.

11 67. Release of Claims by Plaintiff on Individual Basis Only. Plaintiff, on behalf of
12 herself and her dependents, heirs and assigns, beneficiaries, devisees, legatees, executors,
13 administrators, agents, trustees, conservators, guardians, personal representatives, and
14 successors-in-interest, whether individual, class, representative, legal, equitable, direct or
15 indirect, or any other type or in any other capacity, shall and does hereby forever release,
16 discharge and agree to hold harmless the Released Parties from any and all charges, complaints,
17 claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of
18 action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees and
19 costs), known or unknown, at law or in equity, which he may now have or may have after the
20 signing of this Settlement Agreement, arising out of or in any way connected with her
21 employment with Defendant including, the Released Claims, claims that were asserted or could
22 have been asserted in the Complaint, and any and all transactions, occurrences, or matters
23 between the Parties occurring prior to the date this Settlement Agreement is fully executed.
24 Without limiting the generality of the foregoing, this release shall include, but not be limited to,
25 any and all claims under: **(a)** the Americans with Disabilities Act; **(b)** Title VII of the Civil Rights
26 Act of 1964; **(c)** the Civil Rights Act of 1991; **(d)** 42 U.S.C. § 1981; **(e)** the Age Discrimination
27 in Employment Act; **(f)** the Fair Labor Standards Act; **(g)** the Equal Pay Act; **(h)** the Employee
28 Retirement Income Security Act, as amended; **(i)** the Consolidated Omnibus Budget

1 Reconciliation Act; **(j)** the Rehabilitation Act of 1973; **(k)** the Family and Medical Leave Act;
2 **(l)** the Civil Rights Act of 1966; **(m)** the California Fair Employment and Housing Act; **(n)** the
3 California Constitution; **(o)** the California Labor Code; **(p)** the California Government Code;
4 **(q)** the California Civil Code; and **(r)** any and all other federal, state, and local statutes,
5 ordinances, regulations, rules, and other laws, and any and all claims based on constitutional,
6 statutory, common law, or regulatory grounds as well as any other claims based on theories of
7 wrongful or constructive discharge, breach of contract or implied contract, fraud,
8 misrepresentation, promissory estoppel, or intentional infliction of emotional distress, negligent
9 infliction of emotional distress, or damages under any other federal, state, or local statutes,
10 ordinances, regulations, rules, or laws. This release is for any and all relief, no matter how
11 denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses,
12 compensatory damages, tortious damages, liquidated damages, punitive damages, damages for
13 pain and suffering, and attorney fees and costs, and Plaintiff hereby forever releases, discharges
14 and agrees to hold harmless Defendant and the Released Parties from any and all claims for
15 attorney fees and costs arising out of the matters released in this Settlement Agreement.

16 Plaintiff specifically acknowledges that he is aware of and familiar with the provisions of
17 California Civil Code section 1542, which provides as follows:

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

22
23 Plaintiff, being aware of California Civil Code section 1542, hereby expressly waives and
24 relinquishes all rights and benefits she may have under section 1542 as well as any other statutes
25 or common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to
26 or different from those which she now knows or believes to be true with respect to the subject
27 matter of all the claims referenced herein, but agrees that, upon the Effective Date, Plaintiff shall
28 and hereby does fully, finally, and forever settle and release any and all claims against the

Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts.

68. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order:

a. Scheduling a fairness hearing on the question of whether the proposed settlement, including but not limited to, payment of attorneys' fees and costs, and the Class Representative's Enhancement Payment, should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class;

b. Certifying the Settlement Class;

c. Approving, as to form and content, the proposed Notice;

d. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Notice;

e. Directing the mailing of the Notice, by first class mail to the Class Members;

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

g. Enjoining Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement and the Labor and Workforce Development Agency) regarding the Released Claims unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

69. Duties of the Parties Following Final Court Approval. Following final approval by the Court of the Settlement provided for in this Settlement Agreement, Lead Counsel for the Class will submit a proposed final order of approval and judgment:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of attorneys' fees and costs;
- c. Approving the Class Representative Enhancement Payment to the Class Representative; and

70. Rescission of Settlement Agreement (by Defendant). If 10 or more of the Class Members opt-out of the Settlement by submitting Request for Exclusion forms, Defendants may, at their option, rescind and void the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel within ten (10) calendar days after the Settlement Administrator notifies the Parties of the total number of Requests for Exclusion received by the Response Deadline. If the option to rescind is exercised, Defendants shall be solely responsible for all costs of the Settlement Administrator accrued to that point.

71. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

72. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet; i.e., the proposed Notice of Class Action Settlement document, attached as Exhibit A. Class Counsel will be

1 responsible for drafting all documents necessary to obtain preliminary approval. Defendants
2 agree not to oppose the Motion for Preliminary Approval.

3 73. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
4 the deadlines to Requests for Exclusion, or objections to the Settlement Agreement, and with the
5 Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine
6 the Final Approval of the Settlement Agreement along with the amounts properly payable for (a)
7 Individual Settlement Payments; (b) the Labor and Workforce Development Agency Payment;
8 (c) the Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payment; (e) all
9 Settlement Administration Costs; and (f) the employer's share of payroll taxes for wages paid in
10 connection with the Individual Settlement Payments. The Final Approval/Settlement Fairness
11 Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class
12 Counsel will be responsible for drafting all documents necessary to obtain final approval,
13 including responding to any objections and appeals arising therefrom. Class Counsel will also
14 be responsible for drafting the attorneys' fees and costs application to be heard at the final
15 approval hearing.

16 74. Termination of Settlement. Subject to the obligation(s) of Cooperation, either
17 Party may terminate this Settlement if the Court declines to enter the Preliminary Approval Order,
18 the Final Approval Order or final judgment in substantially the form submitted by the Parties, or
19 the Settlement Agreement as agreed does not become final because of appellate court action. The
20 Terminating Party shall give to the other Party (through its counsel) written notice of its decision
21 to terminate no later than ten (10) business days after receiving notice that one of the enumerated
22 events has occurred. Termination shall have the following effects:

23 a. The Settlement Agreement shall be terminated and shall have no force or
24 effect, and no Party shall be bound by any of its terms;

25 b. In the event the Settlement is terminated, Defendants shall have no
26 obligation to make any payments to any Party, Class Member or Class Counsel, except that the
27 Terminating Party shall pay the Settlement Administrator for services rendered up to the date the
28 Settlement Administrator is notified that the settlement has been terminated;

1 c. The Preliminary Approval Order, Final Approval Order and Judgment,
2 including any order of class certification, shall be vacated;

3 d. The Settlement Agreement and all negotiations, statements and proceedings
4 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
5 restored to their respective positions in the Action prior to the settlement;

6 e. Neither this Stipulated Settlement, nor any ancillary documents, actions,
7 statements or filings in furtherance of settlement (including all matters associated with the
8 mediation) shall be admissible or offered into evidence in the Action or any other action for any
9 purpose whatsoever.

10 75. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
11 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
12 Judgment pursuant to California Code of Civil Procedure section 664.6 to the Court for its
13 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for
14 purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b)
15 Settlement administration matters, and (c) such post-Judgment matters as may be appropriate
16 under court rules or as set forth in this Agreement.

17 76. Exhibits Incorporated by Reference. The terms of this Agreement include the
18 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
19 set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

20 77. Confidentiality. The Parties and their counsel agree that they will not issue any
21 media or press releases, initiate any contact with the media or press, respond to any media or
22 press inquiry, or have any communication with the media or press about the fact, amount, or
23 terms of the Settlement, including through social media. Class counsel will take all steps
24 necessary to ensure the Class Representative is aware of, and will instruct the Class
25 Representative to adhere to, the restriction against any media or press comment on the Settlement
26 and its terms. In addition, the Parties and their counsel agree that they will not engage in any
27 advertising or distribute any marketing materials relating to the Settlement of this case. Any
28 communication about the Settlement to Class Members prior to the Court-approved mailing will

1 be limited to a statement that a settlement has been reached and the details will be communicated
2 in a forthcoming Court-approved notice. Nothing set forth herein, however, shall prohibit the
3 parties from providing this Agreement to the Court in connection with the Parties' efforts to seek
4 the Court's approval of this Settlement. Neither Plaintiff nor Class Counsel shall hold a press
5 conference or otherwise seek to affirmatively contact the media about the Settlement. Plaintiff
6 and Class Counsel agree not to disparage or otherwise take any action which could reasonably be
7 expected to adversely affect the personal or professional reputation of Defendants or the
8 Settlement.

9 78. Other Lawsuits. To the fullest extent permissible under applicable law, and solely
10 for the purposes of this Settlement Agreement and not for any other purpose, counsel for Plaintiff
11 represent and warrant on behalf of themselves and all others acting on their behalf, that they: (i)
12 have not been retained by any other individuals with claims against Defendants (other than those
13 of which Defendants and/or its counsel have been advised); (ii) are not aware of, and have not
14 been informed of, any other plaintiff, class member, or attorney who intends to bring a claim
15 against Defendants including, but not limited to, any claim based on the subject matter of the
16 Action; and (iii) do not currently intend to bring any other claim against Defendants. Nothing in
17 the foregoing is intended to limit or restrict Plaintiff's counsel's ability to practice law, or to
18 otherwise violate California Rules of Professional Conduct, Rule 1-500. To the extent any
19 portion of this paragraph is found to violate Rule 1-500, or any other Rule of Professional
20 Conduct, such offending language will be deemed stricken and will be treated as if it is of no force
21 and effect.

22 79. Entire Agreement. This Settlement Agreement, the separate general release of all
23 claims by the Class Representatives, and any attached Exhibits constitute the entirety of the
24 Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be
25 deemed binding on the Parties. The Parties expressly recognize California Civil Code section
26 1625 and California Code of Civil Procedure section 1856(a), which provide that a written
27 agreement is to be construed according to its terms and may not be varied or contradicted by
28 extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or

1 terms will modify, vary or contradict the terms of this Agreement.

2 80. Amendment or Modification. This Settlement Agreement may be amended or
3 modified only by a written instrument signed by the named Parties and counsel for all Parties or
4 their successors-in-interest.

5 81. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
6 and represent they are expressly authorized by the Parties whom they represent to negotiate this
7 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
8 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
9 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
10 counsel will cooperate with each other and use their best efforts to effect the implementation of
11 the Settlement. If the Parties are unable to reach agreement on the form or content of any
12 document needed to implement the Settlement, or on any supplemental provisions that may
13 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance
14 of the Court to resolve such disagreement.

15 82. Signatories. It is agreed that because the members of the Class are so numerous,
16 it is impossible or impractical to have each member of the Class execute this Settlement
17 Agreement. The Notice, attached hereto as Exhibit "A," will advise all Class Members of the
18 binding nature of the release, and the release shall have the same force and effect as if this
19 Settlement Agreement were executed by each member of the Class.

20 83. Binding on Successors and Assigns. This Settlement Agreement will be binding
21 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
22 defined.

23 84. California Law Governs. All terms of this Settlement Agreement and Exhibits
24 hereto will be governed by and interpreted according to the laws of the State of California.

25 85. Execution and Counterparts. This Settlement Agreement is subject only to the
26 execution of all Parties. However, the Agreement may be executed in one or more counterparts.
27 All executed counterparts and each of them, including facsimile and scanned copies of the
28 signature page, will be deemed to be one and the same instrument provided that counsel for the

1 Parties will exchange among themselves original signed counterparts.

2 86. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
3 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
4 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
5 litigation, taking into account all relevant factors, present and potential. The Parties further
6 acknowledge that they are each represented by competent counsel and that they have had an
7 opportunity to consult with their counsel regarding the fairness and reasonableness of this
8 Agreement.

9 87. Invalidity of Any Provision. Before declaring any provision of this Settlement
10 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
11 extent possible consistent with applicable precedents so as to define all provisions of this
12 Settlement Agreement valid and enforceable.

13 88. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign
14 this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the
15 terms herein. For good and valuable consideration, Plaintiff further agrees that she will not
16 request to be excluded from the Settlement Agreement, nor object to any terms herein. Any such
17 request for exclusion or objection by Plaintiff will be void and of no force or effect. Any efforts
18 by Plaintiff to circumvent the terms of this paragraph will be void and of no force or effect.

19 89. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
20 class certification for purposes of this Settlement only; except, however, that Plaintiff or Class
21 Counsel may appeal any reduction in the Attorneys' Fees and Costs below the amount requested
22 from the Court, and either Party may terminate this Settlement or appeal any Court order which
23 is not in substantially the form submitted by the Parties.

24 90. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
25 dispute that has arisen between them and to avoid the burden, expense and risk of continued
26 litigation. In entering into this Agreement, Defendants do not admit, and specifically denies, it
27 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
28 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached

1 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
2 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement,
3 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
4 as an admission or concession by Defendants of any such violations or failures to comply with
5 any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement,
6 this Agreement and its terms and provisions shall not be offered or received as evidence in any
7 action or proceeding to establish any liability or admission on the part of Defendants or to
8 establish the existence of any condition constituting a violation of, or a non-compliance with,
9 federal, state, local or other applicable law.

10 91. Captions. The captions and section numbers in this Agreement are inserted for the
11 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
12 provisions of this Agreement.

13 92. Waiver. No waiver of any condition or covenant contained in this Agreement or
14 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
15 constitute a further waiver by such party of the same or any other condition, covenant, right or
16 remedy.

17 93. Enforcement Actions. In the event that one or more of the Parties institute any
18 legal action or other proceeding against any other Party or Parties to enforce the provisions of
19 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
20 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
21 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

22 94. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
23 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
24 strictly against one party than another merely by virtue of the fact that it may have been prepared
25 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
26 between the Parties, all Parties have contributed to the preparation of this Agreement.

27 95. Representation By Counsel. The Parties acknowledge that they have been
28 represented by counsel throughout all negotiations that preceded the execution of this Agreement,

1 and that this Agreement has been executed with the consent and advice of counsel, and reviewed
2 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
3 Settlement Agreement.

4 96. All Terms Subject to Final Court Approval. All amounts and procedures described
5 in this Settlement Agreement herein will be subject to final Court approval.

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

10 To Plaintiff and the Settlement Class:

11 MELMED LAW GROUP P.C.
Jonathan Melmed, CA Bar No. 290128
12 jm@melmedlaw.com
Laura M. Supanich, CA Bar No. 314805
13 lms@melmedlaw.com
1801 Century Park East, Suite 850
14 Los Angeles, California 90067
Tel: (310) 824-3828
15 Fax: (310) 862-6851

16
17 To Defendant:

18 **JACKSON LEWIS P.C.**
Joel P. Kelly (SBN 100716)
19 Eve Tilley-Coulson (SBN 320886)
725 South Figueroa Street, Suite 2500
20 Los Angeles, California 90017
Tel: (213) 689-0404; Fax: (213) 689-0430

21
22 98. Cooperation and Execution of Necessary Documents. All Parties will cooperate
23 in good faith and execute all documents to the extent reasonably necessary to effectuate the terms
24 of this Settlement Agreement.

25 99. Integration Clause. This Settlement Agreement contains the entire agreement
26 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
27 or contemporaneous agreements, understandings, representations, and statements, whether oral
28 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.

100. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, 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:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

Dated: 3/30/2022

PLAINTIFF: ^{DocuSigned by:} Maria Gonzalez

Maria Gonzalez

Dated: 3/30/22

DEFENDANT: Lief Organics, LLC

Armando Solorzano
In-House Counsel

APPROVED AS TO FORM:

MELMED LAW GROUP P.C.

Dated: 3/30/22

Jonathan Melmed

Attorneys for Plaintiff Maria Gonzalez and the Settlement Class

Dated: 3/30/2022

JACKSON LEWIS P.C.

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Joel P. Kelly
Eve Tilley-Coulson

Attorneys for Defendant Lief Organics, LLC

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