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I. DEFINITIONS

A. Administrative Costs. All administrative costs of settlement, including cost of notice to the Settlement Group, administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Stipulation of Settlement.

B. Agreement. The terms “Agreement” or “Settlement Agreement” are used synonymously herein to mean this Stipulation of Resolution for purposes of Resolution.

C. Aggrieved Employees. The Term “Aggrieved Employees” means the sixty-six (66) employees including Plaintiff who worked for Defendant during the PAGA period.

D. Plaintiff’s Counsel. The term “Plaintiff’s Counsel” as used herein means: MAHONEY LAW GROUP, APC, who are (or were at some time) counsel for and acting on behalf of Plaintiff.

E. PAGA Period. The term “PAGA Period” or “Settlement Period” shall refer to the time period from May 7, 2019 to the date of settlement approval or October 1, 2020, whichever is earlier.

F. Court. The term “Court” as used herein means the Superior Court of the State of California for the County of San Bernardino.

1

STIPULATION OF SETTLEMENT

1 **G. Date of Approval.** The terms “Date of Approval” or “Approval” as used herein
2 mean the date of the PAGA Settlement Approval Hearing.

3 **H. Defendant.** The term “Defendant” as used herein means: H.U.G. Company.

4 **I. Litigation.** The term “Litigation” as used herein means, collectively, the claims
5 alleged by Plaintiff in her May 7, 2020 LWDA letter and the complaint to be filed in an action in
6 San Bernardino County Superior Court.

7 **J. Plaintiff.** The term “Plaintiff” as used herein means Consuelo Calderon.

8 **K. Net Settlement Amount.** The term “Net Settlement Amount” as used herein
9 means the Settlement Amount minus any award of attorneys’ fees and Litigation costs,
10 Enhancement to Plaintiff, Administrative Costs, and the seventy-five percent (75%) of penalties
11 payable to the LWDA (“LWDA Payment”) pursuant to California’s Private Attorney General Act
12 (“PAGA”), and as provided in Sections XI , X, VI, and VIII(C) respectively.

13 **L. Net Settlement Payments.** The term “Net Settlement Payment(s)” shall include
14 payments made to the Settlement Group as part of the Resolution.

15 **M. LWDA Payment.** The term “LWDA Payment” as used herein means seventy-five
16 percent (75%) of the remainder of the Settlement Amount after the deduction of any award of
17 attorneys’ fees and Litigation costs, Enhancement to Plaintiff, and Administrative Costs. This
18 amount shall be calculated as follows: Settlement Amount minus (Court approved amounts for
19 attorneys’ fees, Litigation costs, and Administrative Costs) times 75%.

20 **N. Resolution.** The term “Resolution” as used herein means this Agreement to
21 resolve the Litigation.

22 **O. Settlement Administrator.** The term “Settlement Administrator” as used herein
23 means Phoenix Class Action Administration Solutions], which will be responsible for the
24 administration of the Settlement Payment, as defined below, and all related matters.

25 **P. Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” are
26 used synonymously herein to means this Stipulation of Resolution.

27 **Q. Settlement Amount.** The terms “Settlement Amount” and “Gross Settlement
28 Fund” as used herein mean a fund in the sum of Eighty Five Thousand dollars and zero cents

1 (\$85,000.00) which shall be paid by Defendant, and from which all Net Settlement Payments,
2 Court approved attorneys' fees and Litigation costs pursuant to Section X, Administrative Costs
3 pursuant to Section VI, enhancement to Plaintiff pursuant to Section XI, and distribution to the
4 LWDA pursuant to Section VIII(c) shall be paid, except as provided herein. This Settlement is
5 based on Defendant's representation that the Aggrieved Employees consist of sixty-six (66)
6 employees. Should the Aggrieved Employees exceed ten percent (10%) or seven (7) employees
7 over what was represented by Defendant, specifically, sixty-six (66) Aggrieved Employees, then
8 the settlement shall increase proportionately.

9 **R. PAGA Group.** The PAGA Group is defined as: All persons within the State of
10 California who are or were employed by Defendant in the State of California as non-exempt
11 hourly employee at any time within the PAGA Period.

12 **II. BACKGROUND**

13 A. On May 7, 2020, Plaintiff sent a letter to the Labor and Workforce Development
14 Agency ("LWDA") alleging that H.U.G. Company for violations of Labor Code §§202-204,226,
15 226.7, 510, 512, 1174, 1194, 1197 and Wage Order 1. In the Litigation, the Plaintiff alleges on
16 behalf of herself and all others similarly situated a PAGA claim for penalties pursuant to Labor
17 Code § 2699(f), as a result of Defendant's California wage and hour policies and practices.
18 Specifically, Plaintiff alleges that Defendant failed to provide meal breaks and failed to authorize
19 and permit legally compliant rest breaks each day. Plaintiff further alleges that minimum and
20 overtime wages were not properly paid and business expenses were not properly reimbursed.
21 Moreover, Plaintiff alleges that the aforementioned conduct resulted in the employees receiving
22 inaccurate wage statements and the underpayment of wages to employees upon termination
23 and/or resignation.

24 Following Plaintiff's submission of her letter to the LWDA, counsel for the Parties met
25 and conferred with respect to the potential settlement of the Litigation. Pursuant to these
26 discussions, the Parties agreed to tolling of the alleged claims, the exchange of informal
27 discovery, and settlement negotiations. The Parties subsequently exchanged informal discovery,
28 including: information and documentation concerning the claims set forth in the Litigation, such

1 as Defendants' employee handbooks and policies and procedures regarding the payment of
2 wages, meal and rest breaks, and time keeping; information regarding the number of putative
3 PAGA Group members and the number of current versus former employees; and the total
4 workweeks and pay periods worked by the PAGA Group.

5 B. Plaintiff and Plaintiff's Counsel have engaged in good faith, arms-length
6 negotiations. On September 16, 2020, the Parties reached a resolution of this matter, subject to
7 the Approval of the Court, and finalization of a formal Stipulation for Resolution. The Parties
8 have now entered into a more detailed, formalized Settlement Agreement for submission to the
9 Court for Approval.

10 C. Plaintiff's Counsel has conducted an investigation of the law and facts relating to
11 the claims asserted in the Litigation and has concluded, taking into account the sharply contested
12 issues involved, the expense and time necessary to pursue the Litigation through trial and any
13 appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse outcome,
14 the uncertainties of complex litigation, and the substantial benefits to be received by the Plaintiff
15 and the members of the PAGA Group pursuant to this Agreement, that a settlement with
16 Defendant on the terms and conditions set forth herein is fair, reasonable, adequate, and in the
17 best interests of the PAGA Group. Plaintiff, on her own behalf and as a representative pursuant
18 to PAGA, has agreed to settle the Litigation with Defendant on the terms set forth herein.

19 D. Defendant has concluded that, because of the substantial expense of defending
20 against the Litigation, the length of time necessary to resolve the issues presented herein, the
21 inconvenience involved, and the concomitant disruption to their business operations, it is in its
22 best interests to accept the terms of this Agreement. Defendant denies each of the allegations and
23 claims asserted against it in the Litigation. However, Defendant nevertheless desires to settle the
24 Litigation for the purpose of avoiding the burden, expense and uncertainty of continuing litigation
25 and for the purpose of putting to rest the controversies engendered by the Litigation.

26 E. This Agreement is intended to and does effectuate the full, final and complete
27 resolution of all allegations and claims that were asserted, or could have been asserted, in the
28 Litigation by Plaintiff.

1 **III. JURISDICTION**

2 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
3 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,
4 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
5 Approval of the resolution, pursuant to California Code of Civil Procedure Section 664.6 the
6 Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing,
7 and enforcing this Resolution consistent with the terms set forth herein, and the Parties and their
8 counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and
9 enforcing this Agreement and all orders and judgments entered in connection therewith.

10 **IV. STATEMENT OF NO ADMISSION**

11 **A.** Defendant denies liability to Plaintiff and to the PAGA Group upon any claim or
12 cause of action. This Agreement does not constitute, and is not intended to constitute, an
13 admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims
14 made against it in the Litigation.

15 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor
16 any statements, discussions or communications, nor any materials prepared, exchanged, issued or
17 used during the course of the negotiations leading to this Agreement or the Resolution, is intended
18 by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be
19 admissible in any way in this case or any other judicial, arbitral, administrative, investigative or
20 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,
21 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The
22 Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in
23 this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding,
24 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
25 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
26 purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before
27 the Court that has as its purpose the interpretation, implementation, or enforcement of this
28 Agreement or any orders or judgments of the Court entered in connection with the Resolution.

1 C. None of the documents produced or created by Plaintiff or the PAGA Group in
2 connection with this settlement constitute, and they are not intended to constitute, an admission
3 by Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation,
4 rule or executive order, or any obligation or duty at law or in equity.

5 D. Nothing in this Agreement will be construed as an admission or acknowledgement
6 of any kind that any group should or would be given collective treatment in the Litigation or in
7 any other action or proceeding. Further, neither this Agreement nor the Court's actions with
8 regard to this Agreement will be admissible in any court or other tribunal regarding the propriety
9 of collective treatment. In the event that this Agreement is not approved by the Judge or any
10 appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to
11 have waived, limited or affected in any way any claims, rights or remedies in the Litigation, and
12 Defendant will not be deemed to have waived, limited, or affected in any way any of their
13 objections or defenses in the Litigation.

14 **V. RELEASE, DISMISSAL, AND CONFIDENTIALITY**

15 **A. Release as to All PAGA Group Members.**

16 Upon Approval by the Court of this Settlement, Plaintiff and each member of the PAGA
17 Group, will release any and all claims and causes of action, known or unknown, contingent or
18 accrued, against Defendant, Defendant's parents, subsidiaries, affiliates, their insurers, attorneys
19 and all agents thereof, arising out of the facts and claims asserted in the Litigation for civil
20 penalties under the Private Attorney General Act of 2004 Cal. Lab. Code § 2698 based upon the
21 facts alleged: failure to provide meal and rest breaks; unpaid wages, including minimum wages,
22 regular wages, overtime and double time wages; any and all theories for or related to "off the
23 clock" work; wage statement violations; and separation pay violations. This release extends only
24 to the penalties available through PAGA and does not release individual claims.

25 **B. Filing of Complaint.**

26 Plaintiff and her counsel agree that they will file a complaint in San Bernardino County
27 Superior Court which only asserts claims under PAGA.

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1 **C. Publicity.**

2 The Plaintiff and her counsel agree that they have not and will not publish the Resolution.
3 Plaintiff's counsel shall not issue any press releases or press statements regarding the Settlement,
4 identify Defendant or their counsel by name in any media including Plaintiff's Counsel's website,
5 or have any communications with the press or media about the Lawsuit or the Settlement.
6 However, nothing in the provision shall be construed from as preventing the Parties from taking
7 following actions: (a) Plaintiff's counsel shall be allowed to refer to the Litigation and Resolution
8 in other litigations to support their adequacy as attorneys for a putative class or to justify an award
9 of attorney's fees; (b) the Parties shall have the right to disclose the Resolution as may be required
10 under federal or state tax and/or securities laws or under Generally Accepted Accounting
11 Principles; (c) the Parties shall have the right to disclose the Resolution to third parties without
12 identifying the case name, case number, or names of any of the Parties or Released Entities; (d)
13 the Parties may refer to the Resolution, describe its terms, and file the settlement agreement with
14 the Court, the California LWDA, and the Settlement Administrator in connection with any
15 proceedings which are reasonably necessary to obtain Approval of the Settlement; and (e) the
16 Parties or their representatives may communicate with accountants or legal advisors regarding
17 the Resolution. This section shall in no way prevent Plaintiff's counsel from performing his
18 duties as representative counsel. Except for the previously listed exceptions, in response to any
19 inquiries about the Lawsuit, the Parties may state that "the matter has been resolved."

20 **VI. SETTLEMENT ADMINISTRATOR**

21 Plaintiff and Defendant, through their respective counsel, have selected Phoenix Class
22 Action Administration Solutions as the Settlement Administrator to administer the Resolution,
23 which includes but is not limited to distributing and responding to inquiries about the Notice of
24 Resolution and calculating all amounts to be paid from the Net Settlement Fund. Charges and
25 expenses of the Settlement Administrator, estimated to be Three Thousand Dollars (\$3,000.00),
26 will be paid from the Settlement Amount. Any charges and expenses of the Settlement
27 Administrator greater than the allocated Three Thousand Dollars (\$3,000.00) will come from the
28 Settlement Amount. If the actual Settlement Administrator fees are less than the Parties'

1 estimation, the difference between the actual and estimated Settlement Administrator fees will be
2 included in the Net Settlement Amount.

3 **VII. NOTICE**

4 Plaintiff and Defendant, through their respective attorneys, have jointly prepared a Notice
5 of Resolution (the “Notice”), in the form attached hereto as Exhibit “A” which in substance will
6 be provided to the members of the PAGA Group as follows:

7 As soon as practicable following Approval of the Resolution, but no later than thirty (30)
8 calendar days after the Court’s Approval, Defendant will provide to the Settlement Administrator
9 the following information about each PAGA Group member: (1) name; (2) last known home
10 address; (3) number of pay periods as a PAGA Group member during the PAGA period; and (4)
11 social security number (“PAGA List”).

12 The Settlement Administrator shall run all the addresses provided through the United
13 States Postal Service NCOA database (which provides updated addresses for any individual who
14 has moved in the previous four years who has notified the U.S. Postal Service of a forwarding
15 address) to obtain current address information. Within thirty (30) calendar days after the
16 Settlement Administrator’s receipt of the PAGA List, the Settlement Administrator will mail the
17 Notice of Resolution together with a settlement payment to all PAGA Group members by first-
18 class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice
19 and return all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA
20 Settlement and settlement payment that is returned as undeliverable, the Settlement Administrator
21 shall promptly attempt to locate the Aggrieved Employee by performing an additional skip trace
22 and shall re-mail the Notice and settlement check no later than ten (10) days following receipt of
23 the undeliverable Notice. The Notice will be provided in both English and Spanish.

24 **VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

25 **A. Distribution Formula.**

26 Members of the PAGA Group will receive a lump sum payment as good and valuable
27 consideration for the waiver and release of claims set forth in Section V(A), above, in an amount
28 determined by the Settlement Administrator in accordance with the provisions of this Agreement.

1 The lump sum payment to each member of the PAGA Group will be determined by
2 dividing the Net Settlement Amount by the total number of pay periods worked by all members
3 of the PAGA Group during the Settlement Period (the "Pay Period Amount") and then
4 multiplying the Pay Period Amount by the number of pay periods worked by the individual PAGA
5 member.

6 **B. Funding of Resolution.**

7 The funding of the Settlement Amount will be completed at one time with funds provided
8 to and escrowed by the Settlement Administrator. The funds used for the Settlement Amount shall
9 be paid to the Claims Administrator by Defendant within thirty (30) calendar days of its receipt
10 of a notice of entry of the Court's Approval order. Within ten (10) calendar days of receiving the
11 Settlement Amount, the Settlement Administrator shall distribute the payments to the PAGA
12 Group members.

13 If a PAGA Group member is deceased at the time of distribution, the Settlement
14 Administrator shall distribute the deceased PAGA Group member's Net Settlement Payment to
15 the deceased PAGA Group member's legal heir(s). In the event of a dispute as to the legal heir(s),
16 the Settlement Administrator shall notify the executor of the deceased PAGA Group member's
17 estate and attempt to place the deceased PAGA Group member's payment in escrow or similar
18 disposition such that any competing heirs may take whatever action they wish to resolve ultimate
19 disposition of such money and the Settlement Administrator and the Parties hereto may disclaim
20 any further interest in or obligation in relation to such money.

21 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
22 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
23 search and, if another address is identified, shall mail the check to the newly identified address.
24 If the Settlement Administrator is unable to obtain a valid mailing address through this process,
25 the monies represented by the check shall be turned over according to the below procedures.

26 Settlement checks will specifically indicate that they are void if not negotiated within one
27 hundred eighty 180 days of their issuance. Any settlement checks that remain uncashed one
28 hundred eighty (180) or more calendar days after issuance by the Settlement Administrator shall

1 be voided. The Settlement Administrator will remit the entire amount of each PAGA Group
2 member's uncashed Net Settlement Payment to the Department of Industrial Relations Unpaid
3 Wage Fund (Cal. Lab. Code §§ 96.6. and 96.7) in the name of the PAGA Group member to whom
4 the uncashed Net Settlement Payment check was addressed.

5 **C. Time for Distribution of the Attorney Fees, Costs, and LWDA Payment.**

6 The Settlement Administrator shall cause the Court approved attorney's fees and
7 Litigation costs and LWDA Payment to be paid at the same time and manner as the Settlement
8 Payments to the PAGA Group. Within ten (10) calendar days of receiving the Settlement Amount,
9 the Settlement Administrator shall distribute the attorney fee and costs to Plaintiff's counsel and
10 payment to the LWDA.

11 **IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

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

25 **X. PLAINTIFF'S COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

26 Defendant shall not oppose an application by Plaintiff's Counsel for, and Plaintiff's
27 Counsel shall not seek or receive an amount in excess of twenty-eight thousand three hundred
28 thirty-three dollars and thirty-three cents (\$28,333.33) which represents 1/3rd of the Settlement

1 Amount for all past and future attorneys' fees necessary to prosecute, settle and administer the
2 Litigation and this Resolution. Additionally, Defendant shall not oppose an application by
3 Plaintiff's Counsel for, and Plaintiff's Counsel shall not seek or receive an amount in excess of,
4 Three Thousand Dollars (\$3,000.00), which represents all past and future Litigation costs and
5 expenses necessary to prosecute, settle and administer the Litigation and this Resolution. Any
6 attorneys' fees or Litigation costs awarded to Plaintiff's Counsel by the Court shall be deducted
7 from the Settlement Amount for the purpose of determining the Net Settlement Amount. This
8 amount shall include all attorneys' fees, Litigation costs and expenses for which Plaintiff and
9 Plaintiff's Counsel could claim under any legal theory whatsoever. Should the Court approve a
10 lesser percentage or amount of fees and/or Litigation costs than the amount that Plaintiff's
11 Counsel ultimately seeks, then the unapproved portion or portions shall revert to the Net
12 Settlement Amount.

13 **XI. ENHANCEMENT TO PLAINTIFF**

14 Defendant shall not oppose an application by Plaintiff, and Plaintiff shall not seek or
15 receive an amount in excess of Two Thousand Five Hundred Dollars (\$2,500.00) for her
16 participation in and assistance with the Litigation. Any enhancement awarded to Plaintiff by the
17 Court shall be deducted from the Settlement Amount for the purpose of determining the Net
18 Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves an
19 enhancement of less than Two Thousand Five Hundred Dollars (\$2,500.00) to Plaintiff, then the
20 unapproved portion or portions shall revert into the Net Settlement Amount.

21 **XII. TAXATION AND ALLOCATION**

22 For withholding tax characterization purposes and payment of taxes, the Net Settlement
23 Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"):
24 100% as penalties.

25 All PAGA Group members who cash their settlement check may receive an IRS Form
26 1099 for their portion of the settlement, if deemed required by the Settlement Administrator (in
27 compliance with IRS guidelines).

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1 **XIII. COURT APPROVAL**

2 This Agreement and the Resolution is contingent upon Approval by the Court. Plaintiff
3 and Defendant agree to take all steps as may be reasonably necessary to secure Approval of the
4 Resolution, to the extent not inconsistent with the terms of this Agreement, and will not take any
5 action adverse to each other in obtaining Court Approval of the Resolution in all respects.

6 **XIV. APPRAISAL AND CERTIFICATION BY THE SETTLEMENT**
7 **ADMINISTRATOR.**

8 The Settlement Administrator shall keep Plaintiff's Counsel and Defendants' Counsel
9 apprised of all distributions from the Settlement Amount. Upon completion of administration of
10 the Settlement, the Settlement Administrator shall provide written certification of such
11 completion to Plaintiff's Counsel and Defendant's Counsel. The Settlement Administrator shall
12 also provide Defendant with a final accounting, including the names of payees and Net Settlement
13 Payments.

14 **XV. MISCELLANEOUS PROVISIONS**

15 **A. Stay of Litigation.**

16 Plaintiff and Defendant agree to the stay of all discovery in the Litigation, pending
17 Approval of the Resolution by the Court.

18 **B. Interpretation of the Agreement.**

19 This Agreement constitutes the entire agreement between Plaintiff and Defendant. Except
20 as expressly provided herein, this Agreement has not been executed in reliance upon any other
21 written or oral representations or terms, and no such extrinsic oral or written representations or
22 terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree
23 that this Agreement is to be construed according to its terms and may not be varied or contradicted
24 by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State
25 of California, both in its procedural and substantive aspects, without regard to its conflict of law
26 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof,
27 will be resolved solely and exclusively in the Superior Court of the State of California for the
28 County of San Bernardino, and Plaintiff and Defendant hereby consent to the personal jurisdiction

1 of the Judge over them solely in connection therewith. The foregoing is only limited to disputes
2 concerning this Agreement and in no way limits or negates the enforceability and effect of the
3 underlying arbitration agreements signed by employees of Defendant, specifically including but
4 not limited to Plaintiff, obligating them to arbitrate any and all claims on an individual (and not
5 on a class, collective, or representative) basis. Plaintiff, on her own behalf and on behalf of the
6 PAGA Group, and Defendant participated in the negotiation and drafting of this Agreement and
7 had available to them the advice and assistance of independent counsel. As such, neither Plaintiff
8 nor Defendant may claim that any ambiguity in this Agreement should be construed against the
9 other.

10 The terms and conditions of this Agreement constitute the exclusive and final
11 understanding and expression of all agreements between Plaintiff and Defendant with respect to
12 the Resolution of the Litigation. The Agreement may be modified only by a writing signed by
13 counsel for all Parties or their successors-in-interest.

14 **C. Further Cooperation.**

15 Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare
16 and execute all documents, to seek Approval from the Court, and to do all things reasonably
17 necessary or convenient to consummate the Agreement as expeditiously as possible.

18 **D. Confidentiality of Documents.**

19 Plaintiff, the Settlement Administrator, and Plaintiff's Counsel shall maintain the
20 confidentiality of all documents, deposition transcripts, declarations and other information
21 obtained in the lawsuit, unless necessary for appeal or such documents are ordered to be disclosed
22 by the Judge or by a subpoena.

23 **E. Counterparts.**

24 The Agreement may be executed in one or more actual or non-original counterparts, all
25 of which will be considered one and the same instrument and all of which will be considered
26 duplicate originals.

27 **F. Authority.**

28 Each individual signing below warrants that he or she has the authority to execute this

1 Agreement on behalf of the party for whom or which that individual signs.

2 **G. No Third Party Beneficiaries.**

3 Plaintiff, members of the PAGA Group, Defendant and Released Entities are direct
4 beneficiaries of this Agreement, but there are no third party beneficiaries.

5 **I. Deadlines Falling on Weekends or Holidays.**

6 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
7 legal holiday, that deadline shall be continued until the following business day.

8 **J. Severability.**

9 In the event that any one or more of the provisions contained in this Agreement shall for
10 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
11 unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiff's
12 Counsel, on behalf of the Parties and the PAGA Group, mutually elect in writing to proceed as if
13 such invalid, illegal, or unenforceable provision had never been included in this Agreement.

14 **K. Defendant's Fees and Costs**

15 All of Defendant's own legal fees, costs and expenses incurred in this Action shall be
16 borne by Defendant.

17 APPROVED AS TO CONTENT

18 DATE: Nov 24, 2020

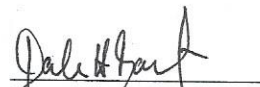
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Consuelo Calderon Espanola (Nov 24, 2020 13:25 PST)

Consuelo Calderon

20
21 DATE: Dec. 11, 2020

22


By: Dale H. Bailey
For: H.U.G. Company

23
24 DATE: December 11, 2020

25

FISHER & PHILLIPS LLP



26 By:
27 BORIS SORSHER
28 Attorneys for Defendant
H.U.G. Company