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Attorneys for Plaintiff, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

VALERIA RODRIGUEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

JOHN BEAN TECHNOLOGIES
CORPORATION, a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: BCV-20-101913-JEB

[Assigned for all purposes to the Hon. J. Eric
Bradshaw, Dept. J]

**DECLARATION OF MAI TULYATHAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: January 27, 2022

Time: 8:30 a.m.

Dept.: J

Complaint Filed: August 17, 2020

FAC Filed: August 18, 2021

Trial Date: None

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I, Mai Tulyathan, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of
 nia, and am with the law firm Diversity Law Group, counsel of record for Named
 ff Valeria Rodriguez (“Plaintiff”). I have personal knowledge of the facts set forth below
 called to testify I could and would do so competently.

2. On June 24, 2020, Plaintiff submitted her written notice to the Labor Workforce Development Agency (the “LWDA”) LWDA alleging violations of Labor Code §§ 201-203, 206, 510, 558, and 1194, arising from Defendant’s alleged failure to pay all overtime owed, pay sick pay at the regular rate of pay, and provide accurate itemized wage statements (“PAGA Notice”).

3. On August 17, 2020, Plaintiff filed her class and PAGA complaint against Defendant in the Kern County Superior Court, alleging five causes of action for: (1) Violation of Labor Code §§ 510, 558, and 1194; (2) Violation of Labor Code §§ 201-203; (3) Violation of Labor Code § 226(a); (4) Violation of Business & Professions Code § 17200, *et seq.*; and (5) Violation of the Private Attorneys General Act (the “PAGA”), Labor Code § 2698, *et seq.*

4. Defendant filed its Answer on or about December 23, 2020.

5. On August 3, 2021, Plaintiff submitted a supplemental PAGA Notice to the
alleging additional violations of Labor Code §§ 226.7, 512, and 558.

6. On August 17, 2021, the Parties submitted a joint stipulation granting Plaintiff to file the First Amended Complaint (“FAC”) to add a sixth cause of action for violation of Code §§ 226.7, 512, and 558. The operative FAC was filed with the Court on August 21, 2021.

7. Plaintiff's class and PAGA claims as pled in the Complaint are predicated upon the following allegations. With respect to Plaintiff's overtime and sick pay regular rate claims, Plaintiff contends that Defendant failed to pay overtime wages and sick pay wages at the correct regular rate of pay. In this regard, Plaintiff contends that Defendant failed to factor non-discretionary remuneration, including shift premiums, shift differentials, and annual bonuses,

1 into the calculation of the regular rate for purposes of paying overtime and sick pay wages, and
2 thus Plaintiff and employees were underpaid overtime and sick pay wages. With respect to
3 Plaintiff's claims under Labor Code §§ 226.7, 512, and 558, Plaintiff alleges that Defendant
4 failed to provide compliant meal periods to Plaintiff and employees, and/or failed to pay
5 additional meal premium compensation in lieu of the missed and/or noncompliant meal periods.
6 Additionally, Plaintiff also alleges derivative and independent wage statement claims under
7 Labor Code § 226(a). Specifically, as a result of the regular rate claims, Plaintiff asserts that the
8 corresponding wage statements issued to Plaintiff and other employees failed to identify the
9 required information under Labor Code § 226(a). With respect to the independent 226(a) claim,
10 Plaintiff asserts that Defendant issued inaccurate wage statements whenever shift premium
11 wages were paid. In this regard, whenever shift premium wages were paid, Defendant allegedly
12 failed to list the hourly rates of pay and corresponding hours worked on wage statements in
13 violation of Labor Code § 226(a). As a result of these alleged violations, Plaintiff seeks unpaid
14 wages, waiting time penalties, statutory penalties, and civil penalties under the California Labor
15 Code and PAGA, as well as attorneys' fees and costs.

16 8. After Plaintiff initiated the Action, the Parties agreed to participate in private
17 mediation. In connection with mediation, the Parties agreed to conduct informal discovery to
18 allow Plaintiff to assess the claims and liability, as well as analyze the maximum exposure of
19 damages and penalties. Defendant produced class data, including the number of putative class
20 members, the hourly rates of pay, number of workweeks, payroll data for the putative class,
21 sample wage statements and timekeeping records for putative class members, and pertinent
22 policies regarding overtime, bonus payments, shift differentials, sick leave, and meal periods.
23 Plaintiff subsequently engaged the services of an expert, Econ One Research, Inc., to evaluate
24 and calculate the maximum class and PAGA penalties available in this case.

25 9. On March 29, 2021, the Parties engaged in a full-day mediation with mediator
26 Michael J. Loeb, Esq. While the Parties did not resolve the claims at mediation, the Parties
27 continued settlement negotiations for several months facilitated by Mr. Loeb. After thorough
28 investigation and evaluation of the facts and claims, and further negotiations with the assistance

1 of Mr. Loeb, the Parties and their counsel ultimately reached the current settlement. In
2 resolution of Plaintiff's class and PAGA claims, the Parties entered into the Joint Stipulation of
3 Class Action and PAGA Settlement and Release (the "Settlement Agreement"), a true and
4 correct copy of which is attached hereto as **Exhibit A**.

5 10. The Parties recognize the risk, expense, and delay in continuing litigation with
6 the class and PAGA claims, and believe the Settlement to be fair, reasonable, and adequate.

7 11. Each side has apprised the other of their respective factual contentions, legal
8 theories and defenses, resulting in negotiations taking place between the Parties.

9 12. Based on the class data provided by Defendant, Plaintiff estimated that
10 Defendant would face potential liability of up to approximately \$376,456.00 for Plaintiff's class
11 claims if Plaintiff succeeded at trial. Specifically, for Plaintiff's overtime regular rate claim,
12 Plaintiff's expert calculated the amount of unpaid wages at approximately \$133,297.00, based
13 on approximately 121 employees who were underpaid overtime wages during the Class Period.
14 With respect to Plaintiff's sick pay regular rate claim, Plaintiff's expert calculated the waiting
15 time penalties under Labor Code § 203 at \$167,909.00, based on 27 former employees and their
16 average hourly rates of pay. Plaintiff's expert calculated standalone Labor Code § 226(e)
17 penalties at \$55,250.00, based on 449 deficient wage statements with payment for shift premium
18 wages during the Class Period. For Plaintiff's meal period violations, Plaintiff's expert
19 analyzed a sample of meal period time punches and payroll records provided by Defendant, and
20 calculated the meal period underpayment to be no more than \$20,000.00.

21 13. With respect to potential liability of Plaintiff's PAGA claims, Plaintiff estimated
22 that Defendant could face civil penalties of up to a maximum \$721,350.00 if Plaintiff were
23 successful at trial on all claims. However, even assuming Plaintiff ultimately prevails on her
24 PAGA claims, the Court still has discretion to reduce any PAGA penalties.

25 14. The total amount of class and PAGA penalties amount to approximately
26 \$1,097,806.00, without discounting for potentially losing on any of the causes of action. The
27 Gross Settlement Amount is \$400,000, which is approximately **36.44%** of the maximum class
28 and PAGA penalties.

1 15. Although Plaintiff believes in the merits of the alleged claims and maintains that
2 there is no reason for reducing PAGA penalties, Plaintiff is aware that Defendant may raise
3 defenses to the claims and further with respect to the reduction of PAGA penalties and that it
4 could be persuasive to the Court. The Gross Settlement Amount was premised with this risk in
5 mind, associated with the possibility of the Court significantly reducing Plaintiff's PAGA
6 penalties, along with other attendant risks, even if Plaintiff was to prevail at trial.

7 16. Further, Defendant raised several defenses that presented risk as to liability on
8 the claims. With respect to the overtime regular rate claim, Defendant argues that it correctly
9 pays overtime wages on shift premium wages. It is Defendant's position that there is no
10 liability on this claim as it contends that it separately pays overtime at the shift premium rate,
11 rather than incorporating shift premiums directly into the regular rate of pay. With respect to
12 the sick pay regular rate claim, Defendant contends that its sick pay policy is compliant with the
13 law. Moreover, Defendant has indicated that it has changed its sick pay policy in late 2020 to
14 pay sick pay based on the 90-day rule, and thus, any liability, if any, would be limited. With
15 respect to the wage statement claim, it is Defendant's position that its wage statements complied
16 with the law, and that employees did not suffer any injury as defined by Labor Code § 226(e).
17 Defendant has also indicated that it has revised its wage statement practices to identify the shift
18 premium rate and hours as of the pay period beginning June 22, 2020. As to the meal period
19 violations, Defendant contends that it has already paid a substantial amount of meal period
20 premiums, and that furthermore, employees have signed purported meal period waivers. Based
21 on this, it is Defendant's position that Plaintiff will not prevail on class certification as to the
22 meal period claims as individualized inquiries would be required. As another risk to prevailing
23 on class certification, there is essentially no precedent from any California courts granting class
24 certification of a sick pay regular rate claim. Thus, while Plaintiff believes that a class can be
25 certified, there is a possibility that the Court will not grant class certification on Plaintiff's sick
26 pay regular rate claim.

27 17. Although Plaintiff believes that the class can be certified, Plaintiff also believes
28 in the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff

involved in not prevailing on one or more of the causes of action or theories alleged in the operative Complaint, the possibility of non-certification, and the potential for appeals.

18. Pursuant to the Settlement Agreement, the Net Settlement Amount will be apportioned among the Class Members on a pro rata basis, based on the number of workweeks worked by each respective Participating Class Member during the Class Period, as compared to the total number of workweeks worked by all Participating Class Members during the Class Period. (*See* Settlement Agreement at ¶ 49.) Based thereon, on a raw average, each Class Member may potentially recover approximately \$883.26. The amount actually paid to each Class Member may increase or decrease depending on the actual number of workweeks worked during the Class Period and the number of opt-outs received.

19. Attached hereto as **Exhibit B** is a true and correct copy of the proposed Notice of Class Action Settlement (“Class Notice”) to be sent to Class Members.

20. The Settlement Agreement provides for the payment of the Settlement Administrator for the administration of this current settlement. Plaintiff obtained several quotes from highly respected class action administrators. The lowest quote received was from Phoenix Settlement Administrators for a capped fee of \$5,000.00 to administer the settlement.

21. The terms of the Settlement Agreement provide that uncashed checks (upon the expiration date) shall be distributed to Asian Americans Advancing Justice – Los Angeles (AAJC), a legal and civil rights non-profit organization that provides free legal aid to low-income communities with a focus on Asian Americans, Native Hawaiians, and Pacific Islanders, in accordance with California Civil Procedure § 384. Attached as **Exhibit C** is a true and correct copy of the legal services brochure from AAJC. Plaintiff’s Counsel does not have any relationship with or connection to said organization.

22. Pursuant to the Settlement Agreement, the Settlement Administrator will calculate and pay from the Gross Settlement Amount the amount of employer-side payroll taxes on the wage portion of the individual settlement payments paid to Class Members, which the Parties have estimated to be a small amount of approximately \$8,600.00.

23. Based on their own independent investigation and evaluation, the Parties and

1 their respective counsel are of the opinion that settlement for the consideration and on the terms
2 set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interests
3 of the Class and Defendant in light of all known facts and circumstances and the expenses and
4 risks inherent in litigation.

5 24. From the inception of the case, Class Counsel has zealously represented the
6 interests of the Class. Class Counsel engaged in significant discussions with opposing counsel
7 to obtain informal data and documents and to discuss the merits of the claims on behalf of the
8 Class. This Settlement was obtained for the benefit of the Class, as opposed to the individual
9 Class Representative.

10 25. I have spent significant time researching and pursuing the claims that have been
11 alleged in this action. The Parties engaged in informal discovery in connection with mediation,
12 and participated in the exchange of class data and Defendant's pertinent policies and practices.
13 Based on my review of all the documents and information, and based on my experience in class
14 action litigation, I believe this settlement to be fair, adequate, and reasonable.

15 26. I was retained based upon a contingency fee arrangement wherein Plaintiff's
16 counsel agreed to advance all costs and receive no fee unless a recovery was accomplished.
17 Specifically, had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a
18 significant amount of time, money and other resources without any benefit or return. In
19 addition, had Plaintiff also failed to prevail in the present case, Defendant would have been able
20 to seek costs in connection with their defense of the case.

21 27. I am one of the primary attorneys on this matter. My qualifications are as
22 follows: I received my JD from Loyola Law School in 2017. I received the First Honors
23 Award in Legal Research and Writing, First Honors Award in Appellate Advocacy, and First
24 Honors Award in Civil Litigation Practicum I for achieving the highest grade in those classes.
25 During law school, I was a Staff Editor for Loyola Law Review. I was also an extern at the U.S.
26 District Court, Central District of California, for the Honorable Christina A. Snyder, and a
27 certified law clerk at the San Diego County District Attorney's Office, Collaborative Courts
28 Division, and the Los Angeles County District Attorney's Office, Consumer Protection and

1 Environmental Crimes Division. In 2016, I participated in Loyola Law School's Scott Moot
2 Court Competition, where I placed Top 16 and was awarded the Top Ten Brief Award. In
3 2017, I participated in the Employment Rights Clinic, an extension of the Division of Labor
4 Standards Enforcement created to investigate retaliation complaints. Upon graduation from law
5 school, I was admitted to the California Bar in December 2017.

6 28. I am currently an associate at the law firm Diversity Law Group, P.C., an
7 employment law firm that has handled numerous wage and hour class and individual actions, on
8 both plaintiff and defense sides. The firm currently has cases in numerous state courts,
9 including the Santa Clara Superior Court, Los Angeles Superior Court, Orange County Superior
10 Court, San Diego County Superior Court, Monterey County Superior Court, as well as the
11 United States District Courts for the Central, Northern, Southern, and Eastern Districts of
12 California.

13 29. I am currently handling and/or have handled numerous wage and hour class
14 action and PAGA lawsuits, including *Magadia v. Wal-Mart Associates, Inc., et al.* (Case
15 Number 5:17-cv-00062-LHK); *Garcia v. Wal-Mart Associates, Inc., et al.* (Case Number 3:18-
16 cv-00500-L-MDD); *Hernandez v. Wells Fargo Bank, N.A.* (Case Number 16CV299319); *Lao v.*
17 *H & M Hennes & Mauritz, L.P.* (Case Number 5:16-cv-333 EJD); *Arroyo v. Int'l Paper*
18 *Company* (Case Number 5:17-cv-06211-BLF); *Baker v. California Forensic Medical Group,*
19 *Inc., et al.*, Judicial Council Coordination Proceeding No. 4999 (Lead Case No. 17CV003723);
20 and *Garcia v. Apex Systems, LLC, et al.* (Case Number RG19014709).

21 30. In 2018, I argued before the California Court of Appeal, Second Appellate
22 District, in the case of *Lee v. California Commerce Club, Inc.* (California Court of Appeal Case
23 Number B276171, LASC Case Number BC596924), and *Perez v. Standard Drywall, Inc.*
24 (California Court of Appeal Case Number A146819, Alameda Sup. Ct. No. RG15761142). In
25 that same year, I also assisted the firm in successfully obtaining class certification and partial
26 summary judgment by the United States District Court, Central District of California in the case
27 of *Magadia v. Wal-Mart Associates, Inc.* (Case Number 17-CV-00062-LHK). I third chaired
28 the bench trial in that same case in December 2018.

1 31. I have also been approved as class counsel in numerous other wage/hour class
2 actions. Most recently, I was approved as class counsel in the cases *Garcia v. Wal-Mart*
3 *Associates, Inc., et al.* (Case Number 3:18-cv-00500-L-MDD), *Richert v. Samaritan, LLC, et al.*
4 (Case Number 17CV314186), *Song v. THC – Orange County, Inc.* (Case No. 8-17-cv-965-JLS
5 (DFM)), and *Hernandez v. Wells Fargo Bank National Ass’n, et al* (Case No. 16-CV-299319).
6 Moreover, I was granted final approval as class counsel in *California Forensic Medical Group*
7 *Wage and Hour Cases* (Case No. JCCP4999), *Valles v. Community Hospital of the Monterey*
8 *Peninsula* (Case No. 17CV003452), *Chavez v. Hugo Boss Retail, Inc.* (Case No. 18CV322644),
9 *Hernandez v. Wells Fargo Bank National Ass’n, et al* (Case No. 16-CV-299319), *Mendez v.*
10 *Falcon Trading Company* (Case No. 19CV004512), *Khan v. Amy’s Kitchen, Inc.* (Case No.
11 SCV-266127), and *Truong v. DS Services of America, Inc.* (Case No. FCS054399). I acted as
12 lead counsel in these cases listed above.

13 32. My co-counsel and I will adequately represent the Class Members in this action.
14 Plaintiff’s Counsel have and will zealously represent Plaintiff and the Class and pursue this
15 lawsuit to its conclusion. I have no conflicts with the Class and will adequately represent the
16 Class.

17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct.

19 Executed on this December 20, 2021 at Los Angeles, California.

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21 
22 _____
23 Mai Tulyathan
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EXHIBIT A

Larry W. Lee (State Bar No. 228175)
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Attorneys for Plaintiff, the Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

VALERIA RODRIGUEZ, as an individual
and on behalf of all others similarly
situated,

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vs.

JOHN BEAN TECHNOLOGIES
CORPORATION, a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: BCV-20-101913

[Assigned for all purposes to the Hon. David R.
Lampe, Dept. 11]

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Complaint Filed: August 17, 2020

FAC Filed: August 18, 2021

Trial Date: Not Set

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND**
2 **RELEASE**

3 This Joint Stipulation of Class Action and PAGA Settlement and Release is made and
4 entered into by and between Plaintiff Valeria Rodriguez (“Plaintiff”), as an individual and on
5 behalf of all others similarly situated and as a proxy/agent for the State of California on behalf of
6 all “aggrieved employees”, and Defendant John Bean Technologies Corporation (“Defendant”)
7 (collectively, with Plaintiff, the “Parties”).

8 **DEFINITIONS**

9 The following definitions are applicable to this Agreement. Definitions contained
10 elsewhere in this Agreement shall also be effective:

11 1. “Action” means *Valeria Rodriguez v. John Bean Technologies Corporation*, Kern
12 County Superior Court Case No. BCV-20-101913 filed on August 17, 2020, as amended by the
13 First Amended Complaint filed on August 18, 2021.

14 2. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class
15 Action and PAGA Settlement and Release.

16 3. “Class” or “Class Member(s)” means all current and former non-exempt hourly
17 employees who performed work in California for the FoodTech division of John Bean
18 Technologies Corporation during the Class Period. At the time the Parties agreed to settle this
19 Action there were approximately 217 individuals that comprised the Class.

20 4. “Class Counsel” means Larry W. Lee and Mai Tulyathan of Diversity Law
21 Group, P.C., and William L. Marder of Polaris Law Group.

22 5. “Class Counsel Fees and Costs” means such award of fees and costs and expenses
23 as the Court may authorize to be paid to Class Counsel for the services they have rendered and
24 will render to Plaintiff and the Class in the Action. Defendant agrees not to oppose Class
25 Counsel Fees and Costs of up to one-third (1/3) of the Gross Settlement Amount (\$400,000.00),
26 i.e. the sum of One Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and
27 Thirty-Four Cents (\$133,333.34), and costs in the amount of up to Twenty Thousand Dollars
28 (\$20,000.00), subject to Court approval. Any portion of the Class Counsel Fees and Costs not

awarded to Class Counsel shall be added to the Net Settlement Amount.

6. “Class List and Data” means information regarding all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator after Preliminary Approval of this Settlement. The Class List shall be formatted as a Microsoft Excel spreadsheet or equivalent and shall include each Class Member’s full name, most recent mailing address, employee number, Social Security Number, the number of workweeks he/she worked during the Class Period, and the number of pay periods he/she worked during the PAGA Period, based on the Defendant’s records.

7. “Class Period” means the period from April 6, 2016 through August 18, 2021.

8. “Class Representative” or “Plaintiff” means Plaintiff Valeria Rodriguez.

9. “Class Representative Service Award” or “Service Award” means the amount that the Court authorizes to be paid to Plaintiff, in addition to her Individual Settlement Payment, in recognition of her efforts and risks in assisting with the prosecution of the Action, including communicating with Class Counsel regarding the claims in the Action, reviewing the pleadings and documents in the Action, and for executing a general release including a Civil Code Section 1542 waiver. Subject to the Court granting final approval, the Parties agree that Defendant will not oppose Plaintiff being paid up to Ten Thousand Dollars (\$10,000.00) from the Gross Settlement Amount as her Service Award. Any portion of the Service Award not awarded to the Class Representative shall be added to the Net Settlement Amount.

10. “Complaint” means the operative First Amended Class and Representative Action Complaint filed by Plaintiff Valeria Rodriguez in this Action on August 18, 2021.

11. “Counsel for Defendant” or “Defense Counsel” means Thomas H. Petrides and Ashley D. Stein of the law firm Vedder Price (CA), LLC.

12. “Court” means the Superior Court for the State of California, County of Kern, or any other court taking jurisdiction of the Action.

13. “Defendant” means Defendant John Bean Technologies Corporation.

14. “Effective Date” means the later date to occur of the following: (1) if no appeal, writ or other appellate proceeding is taken of the Final Approval, the date that is sixty-one (61)

1 days after the Court grants Final Approval (regardless of whether any objections were made);
2 or (2) if an appeal, writ, or other appellate proceeding has been initiated after Final Approval,
3 the date on which any appeal, writ, or other appellate proceedings has been finally and
4 conclusively dismissed with no right to pursue further remedies or relief. If the Court does not
5 enter Final Approval approving the Settlement pursuant to this Agreement, or if the Final
6 Approval is reversed on Appeal, then either Party shall have the right to reject the Settlement
7 and this Agreement shall become null and void as provided in Section 75.

8 15. "Final Approval" means that the Final Approval Order and Judgment has been
9 entered by the Court approving the Settlement pursuant to this Agreement. The Final Order
10 and Judgment shall constitute final approval of the Settlement pursuant to California Rules of
11 Court, Rule 3.769(a) and a judgment pursuant to California Rules of Court, Rule 3.769(h) (the
12 "Judgment"). The Judgment shall include a provision for the retention of the Court's
13 jurisdiction over the Parties to enforce the terms of the Judgment.

14 16. "Gross Settlement Amount" means the maximum settlement amount of Four
15 Hundred Thousand Dollars (\$400,000.00) to be paid by Defendant after the Effective Date
16 pursuant to Paragraph 44 as a result of this Stipulation. The Gross Settlement Amount includes
17 all Individual Settlement Payments to Participating Class Members (including the individual
18 PAGA Payments), the Class Representative Service Award to Plaintiff, Settlement
19 Administration Costs to the Settlement Administrator, the PAGA Payment to the LWDA, Class
20 Counsel Fees and Costs, and employer's portion of payroll taxes. The Gross Settlement Amount
21 is non-reversionary, such that no portion of the Gross Settlement Amount shall revert back to
22 Defendant.

23 17. "Individual Settlement Payment" means the amount payable from the Net
24 Settlement Amount to each Participating Class Member.

25 18. "Net Settlement Amount" means the balance of the Gross Settlement Amount
26 remaining after deduction of the approved Class Representative Service Award, Settlement
27 Administration Costs, PAGA Payment, Class Counsel Fees and Costs, and employer payroll
28 taxes. The entire Net Settlement Amount will be available for distribution to Participating Class

1 Members.

2 19. "Notice of Objection" means a Class Member's written objection to the
3 Settlement. A valid Notice of Objection should include: (a) the objector's full name and
4 signature; (b) a written statement of basis for the objection; and (c) any copies of papers, briefs,
5 or documents upon which the objection is based, if any. The Notice of Objection must be
6 returned by mail and/or fax to the Settlement Administrator at the specified address/facsimile
7 indicated in the Notice Packet, and should be postmarked and/or fax stamped on or before the
8 Response Deadline.

9 20. "Notice Packet" means the Notice of Class Action Settlement, substantially in the
10 form attached as **Exhibit A**, as approved by the Court.

11 21. "PAGA Payment" means the portion of the Gross Settlement Amount that the
12 Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the
13 Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.* ("PAGA"). The amount
14 of the PAGA Payment is subject to Court approval pursuant to California Labor Code § 2699(l).
15 The Parties have agreed that Forty Thousand Dollars (\$40,000.00) of the Gross Settlement
16 Amount shall be allocated to the resolution of any Class Members' claims arising under PAGA.
17 Pursuant to the PAGA, seventy-five percent (75%), *i.e.* the sum of Thirty Thousand Dollars
18 (\$30,000.00), of the PAGA Payment shall be paid to the California Labor and Workforce
19 Development Agency ("LWDA"), and 25%, *i.e.* the sum of Ten Thousand Dollars (\$10,000.00),
20 of the PAGA Payment shall be distributed to Class Members who worked during the PAGA
21 Period pursuant to Paragraph 48.

22 22. "PAGA Period" means the period from April 6, 2019 through August 18, 2021.

23 23. "Parties" means Plaintiff, on behalf of herself and Class Members, and Defendant
24 collectively.

25 24. "Participating Class Members" means all Class Members who do not opt out of
26 the settlement by submitting a valid and timely Request for Exclusion and who have not entered
27 into an individual general release of claims prior to Final Approval.

28 25. "Preliminary Approval" means the Court's order granting preliminary approval of

1 the Settlement.

2 26. "Released Claims" means any and all federal, state, local, and common law
3 claims for unpaid overtime compensation, unpaid sick time, meal periods and meal period
4 premiums, calculation of the regular rate and/or rate of pay with respect to any of the asserted
5 claims, wage statement and/or payroll record keeping requirements and any related statutory
6 penalties, waiting time penalties, unfair business practices relating to the asserted claims, any
7 and all related civil penalties under PAGA based on any claims asserted in the Action,
8 including Labor Code §§ 201-203, 226, 226.7, 246, 510, 512, 558, 1194, and 2698, *et seq.*, and
9 any other wage-related statutes, laws or regulations that are or could be asserted by Plaintiff or
10 any member of the Class arising out of the facts alleged in the Complaint or arising out of the
11 facts, matters, transactions or occurrences set forth in the Complaint that accrued during the
12 Class Period. The Released Claims includes any and all claims for attorneys' fees, costs,
13 expenses, interest, penalties, liquidated damages, and punitive damages, that are or could be
14 asserted by Plaintiff or any Class Member relating to the claims alleged in the Action that
15 accrued during the Class Period.

16 27. "Released FLSA Claims" means all claims for overtime under the federal Fair
17 Labor Standards Act ("FLSA") arising out of or with respect to the overtime claims alleged in
18 the Action that accrued during the Class Period. All Participating Class Members who cash
19 their Settlement Payment Checks will be deemed to have released the Released FLSA Claims
20 against the Released Parties pursuant to Paragraph 73.

21 28. "Released PAGA Claims" means any and all claims for civil penalties under
22 PAGA that accrued during the PAGA Period predicated on violation of unpaid overtime
23 compensation, unpaid sick time, meal periods and meal period premiums, calculation of the
24 regular rate and/or rate of pay with respect to any of the asserted claims, wage statement and/or
25 payroll record keeping requirements and any related statutory penalties, waiting time penalties
26 and civil penalties under PAGA based on any claims asserted in the Action, including Labor
27 Code §§ 201-203, 226, 226.7, 246, 510, 512, 558, 1194, and 2698, *et seq.*, that are or could be
28 asserted by Plaintiff arising out of the facts alleged in the Complaint or arising out of the facts,

1 matters, transactions or occurrences set forth in the Complaint that accrued during the PAGA
2 Period.

3 29. "Released Parties" means Defendant, as well as its related entities, parents,
4 subsidiaries and affiliates, and each of their respective members, owners, partners,
5 shareholders, officers, directors, managing agents, supervisors, employees, agents, attorneys,
6 insurers, successors and assigns.

7 30. "Request for Exclusion" means a timely written request submitted by a Class
8 Member indicating a request to be excluded from the Settlement. The Request for Exclusion
9 must: (a) contain the case name and number of the Action; (b) contain the full name, address,
10 and telephone number of the Class Member requesting exclusion; (c) clearly state that the Class
11 Member does not wish to be included in the settlement; (d) be returned by mail and/or fax to the
12 Settlement Administrator at the specified address and/or facsimile indicated in the Notice Packet;
13 and (e) be postmarked and/or fax stamped on or before the Response Deadline. The date of the
14 postmark on the return envelope or fax stamp on the submission will be the exclusive means to
15 determine whether a Request for Exclusion has been timely submitted.

16 31. "Response Deadline" means sixty (60) days after the Settlement Administrator
17 initially mails the Notice Packet to Class Members, and the last date on which Class Members
18 may submit Request(s) for Exclusion and/or written objections to the Settlement.

19 32. "Settlement" means the agreement among the Parties to resolve the Action, as set
20 forth in this Stipulation.

21 33. "Settlement Administrator" means Phoenix Settlement Administrators.

22 34. "Settlement Administration Costs" means the fees and expenses reasonably
23 incurred by the Settlement Administrator as a result of the procedures and processes expressly
24 required by this Agreement, which are estimated not to exceed Five Thousand Dollars
25 (\$5,000.00). Any portion of the Settlement Administration Costs not used or approved by the
26 Court shall be added to the Net Settlement Amount.

27 35. "Settlement Payment Check" means the payment to Participating Class Members
28 pursuant to this Settlement who do not submit a valid Request for Exclusion from the Settlement,

1 which shall be mailed fifteen (15) business days after Defendant's funding the Gross Settlement
2 Amount as set forth in Paragraph 65.

3 **RECITALS**

4 36. This Settlement is made and entered into by and between Plaintiff and Defendant,
5 and is subject to the terms and conditions hereof, and to the Court's approval. The Parties
6 expressly acknowledge that this Agreement is entered into solely for the purpose of
7 compromising significantly disputed claims and that nothing herein is an admission of liability or
8 wrongdoing by Defendant. Defendant denies that it is liable to Plaintiff or the Class Members
9 for any of the claims alleged in the Action and denies that it has violated any law.

10 37. On June 24, 2020, Plaintiff filed a notice with the Labor & Workforce
11 Development Agency ("LWDA") alleging that Defendant violated Labor Code §§ 201-203,
12 226, 246, 510, 558, and 1194, pursuant to Labor Code § 2699.

13 38. On August 17, 2020, Plaintiff filed her class and PAGA complaint in Kern
14 County Superior Court. The complaint alleges the following causes of action: (1) violation of
15 Labor Code §§ 510, 558, and 1194; (2) violation of Labor Code §§ 201-203; (3) violation of
16 Labor Code § 226(a); (4) violation of Business and Professions Code § 17200, *et seq.*; and (5)
17 violation of Labor Code § 2698, *et seq.*, the Private Attorneys General Act ("PAGA"). As
18 alleged in the initial complaint, Plaintiff seeks to represent the Class and other aggrieved
19 employees. Plaintiff further seeks penalties, attorneys' fees, and costs.

20 39. After Plaintiff initiated the Action, the Parties agreed to participate in private
21 mediation. In connection with mediation, the Parties agreed to conduct informal discovery.
22 Defendant produced class data, including the number of putative class members, the hourly rates
23 of pay, number of workweeks, payroll data for the putative class, sample of wage statements and
24 timekeeping records for putative class members, and pertinent policies regarding overtime,
25 bonus payments, shift differentials, sick pay, and meal periods. The data and information
26 pertaining to the putative class size allowed Plaintiff to analyze liability and exposure in this
27 case. Plaintiff also engaged the services of an expert, Econ One Research, Inc., to evaluate and
28 calculate the maximum class and PAGA penalties available in this case.

1 40. On March 29, 2021, the Parties engaged in an all-day mediation session with
2 Michael Loeb, Esq., and continued negotiations thereafter. After extended negotiations
3 facilitated by Mr. Loeb, Plaintiff and Defendant reached a class-wide settlement agreement. The
4 Parties then entered into a Mediation Settlement Term Sheet effective as of June 29, 2021, which
5 provides for the Parties to enter into this Agreement to replace the Mediation Settlement Term
6 Sheet.

7 41. In connection with this settlement, Plaintiff agreed to file a First Amended
8 Complaint adding claims for meal period violations and unpaid meal period premiums, and to
9 submit a PAGA notice to the LWDA including said claims. On August 3, 2021, Plaintiff
10 submitted her supplemental PAGA notice to the LWDA adding claims for violations of Labor
11 Code §§ 226.7, 512, and 558. Additionally, on August 17, 2021, the Parties submitted a joint
12 stipulation granting Plaintiff leave to file the First Amended Complaint to add said meal period
13 claims, which was filed with the Court on August 18, 2021.

14 42. The Parties recognize the risk, expense, and delay in continuing the Action, and
15 therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties
16 desire to settle, compromise, and discharge all disputes and claims arising from or relating to the
17 Action.

18 **TERMS OF AGREEMENT**

19 43. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement
20 Amount of Four Hundred Thousand Dollars (\$400,000.00) as specified in this Agreement in
21 connection with this Settlement, which shall be used to pay: (1) Individual Settlement Payments;
22 (2) Class Counsel Fees and Costs; (3) Class Representative Service Award; (4) Settlement
23 Administration Costs to the Settlement Administrator; (5) the PAGA Payment (including LWDA
24 payment); and (6) the employer's share of payroll taxes. The Parties agree that this is a non-
25 reversionary "common fund" Settlement such that no portion of the Gross Settlement Amount
26 shall revert to Defendant. In no event shall Defendant be required to pay more than the Gross
27 Settlement Amount as specified in this Agreement.

28 44. Funding of the Gross Settlement Amount. Within fifteen (15) business days after

1 the Effective Date, Defendant shall deposit the Gross Settlement Amount into a Qualified
2 Settlement Fund (“QSF”) to be established by the Settlement Administrator, from which the
3 Settlement Administrator will have authority to distribute money in accordance with the terms of
4 this Settlement Agreement. The QSF shall be a “Qualified Settlement Fund” within the meaning
5 of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section
6 1.468B-1, *et seq.* The Claims Administrator shall request and obtain from the IRS an appropriate
7 Tax ID for the QSF and shall act as a fiduciary with respect to the handling, management and
8 distribution of the funds in a manner necessary to qualify and maintain the QSF as a “Qualified
9 Settlement Fund” as provided by law.

10 45. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any
11 application or motion by Class Counsel for attorneys’ fees of up to one-third (1/3) of the Gross
12 Settlement Amount, i.e., the sum of One Hundred Thirty-Three Thousand Three Hundred Thirty-
13 Three Dollars and Thirty-Four Cents (\$133,333.34), and reimbursement of litigation costs in the
14 amount of up to Twenty Thousand Dollars (\$20,000.00), subject to Court approval and which
15 shall be paid from the Gross Settlement Amount. The Settlement Administrator shall issue an
16 IRS Form 1099 to Class Counsel reflecting the awarded attorneys’ fees, costs, and expenses.
17 Any portion of the Class Counsel Fees and Costs not approved by the Court shall be added to the
18 Net Settlement Amount and shall be distributed to Class Members as provided in this
19 Agreement.

20 46. Class Representative Service Award. Defendant agrees not to oppose or impede
21 any application or motion by Plaintiff for a Class Representative Service Award of up to Ten
22 Thousand Dollars (\$10,000.00) to Plaintiff, in recognition of her efforts and risks in assisting
23 with the prosecution of the Action on behalf of Class Members, including communicating with
24 Class Counsel regarding the claims in the Action, reviewing the pleadings and documents in the
25 Action, and for executing a general release including a Civil Code Section 1542 waiver. The
26 Class Representative Service Award shall be paid from the Gross Settlement Amount and shall
27 be paid in addition to Plaintiff’s Individual Settlement Payment as a Participating Class Member.
28 The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Class

Representative Service Award. Any portion of the Class Representative Service Award not awarded to Plaintiff by the Court shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

47. Settlement Administration Costs. The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, currently estimated not to exceed Five Thousand Dollars (\$5,000.00). These costs, which shall be paid from the Gross Settlement Amount, shall include, *inter alia*, printing, mailing, and/or re-mailing of the Notice Packet and translating the Notice Packet into Spanish; performing any required searches to update Class Members' addresses; calculating estimated amounts for Individual Settlement Payments; the required tax reporting, withholding, and payment from the Gross Settlement Amount of all applicable employee and employer payroll taxes and the issuance of IRS Forms W-2 and 1099; establishing a Qualified Settlement Fund; administering and distributing the Gross Settlement Amount, Class Representative Service Award, Class Counsel Fees and Costs, and payment to the LWDA for PAGA; providing necessary reports and declarations; and any other responsibilities as requested by the Parties. Any portion of the Settlement Administration Costs not approved by the Court shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

48. PAGA Payment. Subject to Court approval, the Parties agree that the amount of Forty Thousand Dollars (\$40,000.00) of the Gross Settlement Amount shall be designated for satisfaction of claims for civil penalties under the PAGA. The Settlement Administration shall pay seventy-five percent (75%) of the PAGA payment, i.e. the sum of Thirty Thousand Dollars (\$30,000.00), to the LWDA. The remaining twenty-five percent (25%), i.e., the sum of Ten Thousand Dollars (\$10,000.00), shall be distributed to Class Members who worked during the PAGA Period, on a pro rata basis, based on the number of pay periods worked by each Class Member during the PAGA Period compared to the total number of pay periods during the PAGA period. The individual PAGA payments will be issued to each Class Member even if the Class Member opts-out of the Settlement.

49. Calculation of Individual Settlement Payments. The Net Settlement Amount shall

1 be used to satisfy Individual Settlement Payments to Participating Class Members in accordance
2 with the terms of this Agreement. The Settlement Administrator will allocate the Individual
3 Settlement Payments by first dividing the Net Settlement Amount by the total number of
4 workweeks worked by all Participating Class Members during the Class Period, which will result
5 in the "Workweek Value." The Workweek Value will then be multiplied by the number of
6 workweeks each Participating Class Member worked during the Class Period to arrive at the
7 Individual Settlement Payment amount for each respective Participating Class Member.
8 Defendant maintains no reversionary right to any portion of the Net Settlement Amount. If
9 there are any timely submitted Requests for Exclusion, the Settlement Administrator shall
10 proportionately increase the Individual Settlement Payments for each Participating Class
11 Member so that the amount actually distributed to Class Members equals 100% of the Net
12 Settlement Amount.

13 50. Tax Treatment. All Individual Settlement Payments (excluding the PAGA
14 payments to Class Members) shall be allocated as follows: Twenty-five percent (25%) as
15 payment for wages, less required withholdings and deductions, of which an IRS Form W-2
16 shall issue, and seventy-five percent (75%) as payment of non-wage compensation, including
17 interest and penalties, of which an IRS Form 1099 shall issue. One hundred percent (100%) of
18 the PAGA payments distributed to Class Members who worked during the PAGA Period shall
19 be allocated as penalties and reported on IRS Form 1099. The Settlement Administrator shall
20 calculate and pay from the Gross Settlement Amount the amount of employer payroll taxes
21 Defendant would be required to pay as additional taxes on the wage portion of the individual
22 settlement payments paid to the Class Members, including, without limitation, payment of
23 FUTA (federal and state unemployment insurance taxes) and payment of the employer's
24 portion of FICA (Social Security and Medicare taxes). This settlement provision was
25 negotiated by Defendant to be included in the Agreement in order to reach certainty of the
26 settlement amount and to reach closure on the settlement negotiations.

27 51. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
28 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY

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

23 52. Issuance of Tax Forms. The Settlement Administrator shall be responsible for
24 issuing to Plaintiff, Class Members, and Class Counsel any W-2, 1099, or other tax forms as
25 may be required by law for all amounts paid pursuant to this Agreement. All expenses and
26 costs incurred by, or at the direction of, the Settlement Administrator in connection with the
27 operation and implementation of this Settlement Agreement (including, without limitation,
28 expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses

1 relating to filing or failing to file the informational and other tax returns described in this
2 Agreement) shall be treated as, and considered to be, costs of administration of this Settlement
3 and thus part of the Administration Costs.

4 53. Calculation of Gross Settlement Amount. The Gross Settlement Amount was
5 calculated with, and is premised on, 217 Class Members eligible to participate in the Settlement.
6 If the number of eligible Class Members exceeds 239 individuals, i.e., an increase of more than
7 10 percent, by the time of preliminary approval, the Parties shall engage in good faith
8 negotiations to either (1) increase the amount of the Gross Settlement Amount or (2) modify
9 the end date of the Class Period to an earlier date to exclude certain new-hire employees from
10 the Class.

11 54. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
12 Participating Class Members under this Agreement, the Enhancement Payment made to Plaintiff,
13 as well as any other payments made pursuant to this Agreement, shall not be utilized to calculate
14 any additional benefits under any benefit plans to which Plaintiff or any Class Members may be
15 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock
16 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plans. Rather,
17 it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts
18 to which any Class Members may be entitled under any benefit plans. The Parties agree that any
19 Individual Settlement Payment or the Class Representative Service Award paid to Class
20 Members or Plaintiff under the terms of this Agreement do not represent any modification of
21 Class Members' or Plaintiff's previously credited hours of service or other eligibility criteria
22 under any employee pension benefit plan, employee welfare benefit plan, or any other plan or
23 program, sponsored by Defendant. Further, any Individual Settlement Payments or the Class
24 Representative Service Award paid hereunder shall not be considered "compensation" in any
25 year for purposes of determining eligibility for, or benefit accrual within, an employee pension
26 benefit plan, employee welfare benefit plan, or any other plan or program sponsored by
27 Defendant.

28 55. Settlement Administration Process. The Parties agree to cooperate in the

1 administration of the Settlement and to make all reasonable efforts to control and minimize the
2 costs and expenses incurred in the administration of the Settlement. The Settlement
3 Administrator shall provide the following services: (a) calculate each Class Member's potential
4 Individual Settlement Payment from the Net Settlement Amount and PAGA Payment; (b)
5 prepare, print, and mail the Notice Packet in English and Spanish and translate the Notice Packet
6 into Spanish; (c) take appropriate steps to trace, update, and locate any Class Member whose
7 address or contact information as provided to the Settlement Administrator is inaccurate or
8 outdated prior to mailing, and further conduct any necessary re-mailing of the Notice Packet; (d)
9 maintaining a toll-free informational telephone support line to assist Class Members with
10 questions; (e) process opt outs and written objections; (f) process and resolve any disputes by a
11 Class Member regarding the number of workweeks or pay periods worked by the Class Member
12 during the applicable Class Period and/or PAGA Period; (g) provide to Class Counsel and
13 Defendant's counsel a weekly report of the progress and completion of tasks identified in Section
14 65 of this Agreement; (h) establish and maintain prior to disbursement all settlement funds in a
15 qualified settlement fund; (i) issue and distribute all payments provided for in this Agreement,
16 including the Individual Settlement Payments; (j) prepare the required tax reporting, withholding
17 and payment from the Gross Settlement Amount of all applicable employee and employer
18 payroll taxes and the issuance of IRS Forms W-2 and 1099 for the payments made pursuant to
19 this Agreement as required on Form W-2, Form 1099, or other applicable forms; (k) provide any
20 required declarations and/or information to the Court or the Parties as requested; and (l) perform
21 such other tasks as reasonable and customary to satisfy the duties of a settlement administrator.

22 56. Delivery of the Class List and Data. Within fourteen (14) calendar days of
23 Preliminary Approval, Defendant shall provide the Class List and Data to the Settlement
24 Administrator.

25 57. Notice by First-Class U.S. Mail. Within five (5) business days after receiving the
26 Class List and Data from Defendant, the Settlement Administrator shall mail a Notice Packet to
27 all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
28 addresses identified in the Class List.

1 58. Confirmation of Contact Information in the Class List. Prior to mailing, the
2 Settlement Administrator shall perform a search based on the National Change of Address
3 Database for information to update and correct for any known or identifiable address changes.

4 59. Notice Packets. All Class Members will be mailed a Notice Packet in English and
5 Spanish. Each Notice Packet will provide: (1) information regarding the nature of the Action;
6 (2) a summary of the Settlement's principal terms; (3) the Class definition and Class Period; (4)
7 each Class Member's estimated Individual Settlement Payment if they do not request to be
8 excluded from the Class; (5) each Class Member's estimated portion of the PAGA payment if
9 they worked during the PAGA Period; (6) instructions on how to submit valid Requests for
10 Exclusion or written objections and the deadlines to do so; (7) instructions on how to dispute the
11 number of workweeks or payroll periods being credited to the Class Member; and (8) the claims
12 to be released. The Notice Packet will also inform Class Members that, in order to receive the
13 Individual Settlement Payment, they do not need to do anything except keep the Settlement
14 Administrator apprised of their current mailing addresses. The Notice Packet will also inform
15 Class Members that even if they submit valid a Valid Request for Exclusion, they will still be
16 subject to the Released PAGA Claims and will receive a portion of the PAGA Payment.

17 60. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement
18 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly
19 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
20 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding
21 address is provided, the Settlement Administrator shall promptly attempt to determine the correct
22 address using a skip-trace, or other search using the name, address and/or Social Security
23 Number of the Class Member involved, and shall then perform a re-mailing. Those Class
24 Members who receive a re-mailed Notice Packet that is post-marked less than thirty (30) days
25 prior to the Response Deadline shall have their Response Deadline extended by up to fifteen (15)
26 days from the original Response Deadline.

27 61. Request for Exclusion Procedures. Any Class Member may opt-out from the
28 Settlement by submitting a written Request for Exclusion to the Settlement Administrator

1 postmarked or fax stamped by the Response Deadline. A Request for Exclusion must: (a)
2 contain the case name and number of the Action; (b) contain the full name, address, and
3 telephone number of the Class Member requesting exclusion; (c) clearly state that the Class
4 Member does not wish to be included in the settlement; (d) be returned by mail and/or fax to the
5 Settlement Administrator at the specified address and/or facsimile indicated in the Notice Packet;
6 and (e) be postmarked and/ or fax stamped on or before the Response Deadline. The date of the
7 postmark on the return envelope or fax stamp on the submission will be the exclusive means to
8 determine whether a Request for Exclusion has been timely submitted. By submitting such a
9 Request for Exclusion, a Class Member shall be deemed to have exercised his or her option to
10 opt out of the Action and not be bound by this Agreement. However, a Request for Exclusion
11 will not exclude a Class Member who worked during the PAGA Period from the Released
12 PAGA Claims. Accordingly, a Class Member who worked during the PAGA Period that
13 submits a valid Request for Exclusion will not be bound by the terms of the Settlement, except as
14 it pertains to the Released PAGA Claims. Any Class Member who fails to submit a valid
15 Request for Exclusion on or before the Response Deadline shall be deemed a Participating Class
16 Member, and will be bound by all terms of the Settlement, if the Settlement is granted final
17 approval by the Court. Within five (5) business days after the Response Deadline, the Settlement
18 Administrator shall provide counsel for the Parties with the total number of all Class Members
19 who have submitted valid Requests for Exclusion. The Settlement Administrator shall maintain
20 a list of individuals who have excluded themselves and shall provide such list to counsel for the
21 Parties upon request. The Settlement Administrator shall retain the originals of all Requests for
22 Exclusion received, including the envelopes with the postmarks, and shall make copies of such
23 available to counsel for the Parties upon request, but subject to redaction of any private, personal
24 or confidential information. The Parties agree that they will not encourage any Class Member to
25 seek exclusion or to object to the Settlement.

26 62. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
27 Member who does not affirmatively opt-out of the Settlement by submitting a valid Request for
28 Exclusion shall be bound by all terms of the Settlement to the fullest possible extent, including

those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court. Neither Plaintiff nor Defendant, nor their respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member to seek exclusion from the Settlement, object to the Settlement, or to appeal from the Judgment.

63. Objection Procedures. To submit a written objection to the Settlement, a Class Member should return by mail or fax a written statement of objection to the Settlement Administrator at the specified address or facsimile by the Response Deadline. The Notice of Objection must include: (a) the objector's full name and signature; (b) a written statement of basis for the objection; and (c) any copies of papers, briefs, or documents upon which the objection is based, if any. The Notice of Objection must be returned by mail and/or fax to the Settlement Administrator at the specified address/facsimile indicated in the Notice Packet, and should be postmarked and/or fax stamped on or before the Response Deadline. Any Class Member who does not submit a Notice of Objection in compliance with this paragraph may nevertheless appear at the final approval hearing and present an oral objection to the Settlement. An attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file notice of appearance with the Court and serve Class Counsel and counsel for Defendant with this notice no later than the Response Deadline.

Any Class Member who does not submit a Notice of Objection in compliance with this section, or who does not appear at the final approval hearing and present an oral objection to the Settlement, shall be deemed to have waived any objection(s), shall be conclusively deemed a Participating Class Member, and shall be precluded from making any objection (including by appeal or otherwise) to the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal from the Order and Judgment.

64. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members opt out of the settlement by submitting valid Requests for Exclusion, Defendant has the unilateral right in its sole discretion to rescind the Settlement Agreement. The Parties agree that they will not encourage any Class Member to opt out or object to the Settlement. If

1 Defendant exercises its option to rescind under this Paragraph, Defendant shall: (a) provide
2 written notice to Class Counsel at least ten (10) business days prior to the final approval hearing,
3 and (b) pay all Settlement Administration Costs incurred by the Settlement Administrator up to
4 the date of Defendant's notice to rescind. In the event the Settlement is terminated, any
5 agreement to certify any class and any conditional class certification approved by the Court for
6 settlement purposes shall be deemed null, void, and vacated for all purposes and the Parties shall
7 proceed in all respects as if this Agreement had not been executed.

8 65. Settlement Administrator's Reports of Information. The Settlement Administrator
9 shall provide Class Counsel and counsel for Defendant with a weekly report which certifies: (1)
10 the number of Class Members who have submitted valid Requests for Exclusion, (2) the number
11 of Class Members who have submitted any Notices of Objection, along with any Notices of
12 Objection received; and (c) the number of any Class Members who have submitted any
13 challenges to the number of workweeks or payroll periods contained in his/her Notice Packet
14 along with the applicable documents or information relating to the dispute. Additionally, the
15 Settlement Administrator will provide to counsel for both Parties any updated reports regarding
16 the administration of the Settlement as needed or requested. The Settlement Administrator shall
17 also forward to Parties' counsel any Notices of Objection received upon receipt.

18 66. Timing of Payments Under the Settlement. Within fifteen (15) business days of
19 Defendant funding the Gross Settlement Amount, the Settlement Administrator shall issue
20 payments to Participating Class Members. Within five (5) business days of Defendant funding
21 the Gross Settlement Amount, the Settlement Administrator shall issue payments to (1) the
22 LWDA; (2) Plaintiff for the approved Service Award; (3) Class Counsel for the approved fees
23 and costs; and (4) itself for services performed in connection with the Settlement.

24 67. Uncashed Settlement Payment Checks. Any checks issued by the Settlement
25 Administrator to Class Members shall be negotiable for one hundred and eighty (180) calendar
26 days from the date of their issuance, after which time the check shall be null and void. The funds
27 represented by settlement checks to Class Members that remain uncashed for more than one
28 hundred eighty (180) calendar days after issuance will be remitted pursuant to California Code

1 of Civil Procedure § 384 to the following *cy pres* beneficiary: Asian Americans Advancing
2 Justice – Los Angeles (AAJC).

3 68. Certification of Completion. Upon completion of administration of the
4 Settlement, the Settlement Administrator shall provide a written declaration under oath to certify
5 such completion to the Court and counsel for all Parties.

6 69. Administration Costs if Settlement Fails or is Delayed. If an objection to the
7 Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if
8 the Settlement is voided or rescinded (with the exception of Defendant's Right to Rescind under
9 Paragraph 64), any costs incurred by the Settlement Administrator shall be borne equally by
10 Defendant and Plaintiff, unless otherwise specified in this Agreement.

11 70. No Prior Assignments. The Parties and their counsel represent, covenant, and
12 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
13 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
14 demand, action, cause of action or right herein released and discharged.

15 71. Release of Claims by Participating Class Members. As of the Effective Date, all
16 Participating Class Members, including Plaintiff, shall fully, finally and forever waive, release,
17 relinquish and discharge the Released Parties from the Released Claims, as defined above.
18 Nothing in this Agreement shall be construed to require Participating Class Members to waive or
19 release rights which may not be waived or released as a matter of applicable law. It is the intent
20 of the Parties that the Judgment entered by the Court upon Final Approval of the Settlement shall
21 have *res judicata* effect and shall be final and binding upon Plaintiff and all Participating Class
22 Members regarding all of the Released Claims.

23 72. Released PAGA Claims. As of the Effective Date, for and in consideration of
24 the PAGA Payment, all Class Members who worked during the PAGA Period fully, finally and
25 forever release and discharge the Released Parties from the Released PAGA Claims, as defined
26 above. Nothing in this Agreement shall be construed to require Class Members to waive or
27 release rights which may not be waived or released as a matter of applicable law. This release is
28 final and binding on all Class Members who worked during the PAGA Period, regardless of

whether they submitted valid Request(s) for Exclusion to opt out of the Settlement.

73. Released FLSA Claims. Upon cashing their Settlement Payment Checks, Participating Class Members who cash his or her Settlement Payment Checks hereby release and discharge the Released Parties from the Released FLSA Claims he or she may have had.

74. Additional Release and Waiver of Claims by Plaintiff Only. As of the Effective Date, Plaintiff, in her individual capacity, agrees to fully, finally and forever waive, release, relinquish and discharge the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising as of the date of execution of this Agreement including but not limited to claims arising from or related to her employment with Defendant and/or the termination of that employment ("Plaintiff's Released Claims"). Plaintiff's Released Claims include, but are not limited to, all of the Released Claims, PAGA Released Claims, and any other claims arising under the California Labor Code; any claim arising out of the California common law, whether based on contract, tort, fraud, defamation, privacy, emotional distress, wrongful termination, public policy, or any other common law claim; the Fair Labor Standards Act, 29 U.S.C. Section 201 *et seq.*, and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, paid and unpaid leave, reasonable accommodation, and wrongful termination, including but not limited to, 42 U.S.C. Section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code and any applicable Wage Order, the California Business and Professions Code, and the law of contract, tort, fraud and misrepresentation. This release excludes the release of claims not permitted by law.

To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of Section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving Section 1542. Section 1542 of the Civil Code of the State of California

1 states as follows:

2 **A general release does not extend to claims that the creditor or releasing**
3 **party does not know or suspect to exist in his or her favor at the time of**
4 **executing the release and that, if known by him or her, would have**
5 **materially affected his or her settlement with the debtor or released party.**

6 75. Nullification of Settlement. In the event that the Effective Date of the Settlement
7 does not become final for any reason, then either Party shall have the right to terminate this
8 Agreement by providing the other Party with written notice of termination, and this Agreement,
9 and any documents generated to bring it into effect, shall be null and void. Any order or
10 judgment entered by the Court in furtherance of this Agreement shall likewise be treated as void
11 from the beginning, and this Agreement and any related Court orders or rulings shall have no
12 bearing on, and shall not be admissible in connection with any subsequent litigation for any
13 purpose, including whether class certification of the proposed Class (or any sub-class) would be
14 appropriate in this Action or any other proceeding.

15 76. Disputes Regarding Individual Settlement Payments. Class Members will have
16 the opportunity to provide documentation and/or an explanation to the Settlement Administrator
17 to show contrary information by the Response Deadline should they disagree with Defendant's
18 records regarding the number of workweeks worked during the Class Period and/or pay periods
19 worked during the PAGA Period as stated on their Notice Packet. If there is a dispute, the
20 Settlement Administrator will consult with the Parties to determine whether an adjustment is
21 warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of,
22 any Individual Settlement Payments under the terms of this Agreement. The disputes regarding
23 Individual Settlement Payments will be resolved initially by the Settlement Administrator,
24 subject to final resolution by the Court if the Court decides to rule on the dispute prior to or
25 concurrently with its Final Approval Order. If the Court does not issue a ruling on the dispute,
26 the Settlement Administrator's determination of the eligibility for and amount of any Individual
27 Settlement Payment will be binding upon Settlement Class Members and the Parties. In the
28 absence of circumstances indicating fraud, manipulation or destruction, Defendant's records will
be given a rebuttable presumption of accuracy.

1 77. Disputes Regarding Administration of Settlement. Any disputes not resolved by
2 the Settlement Administrator concerning the administration of the Settlement will be resolved by
3 the Court under the laws of the State of California. Prior to any such involvement of the Court,
4 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of
5 involving the Court.

6 78. Preliminary Approval Hearing. Class Counsel shall obtain a hearing before the
7 Court to request the Preliminary Approval of the Settlement as soon as practicable as permitted
8 by the Court. Defendant will not oppose said motion brought in accordance with the terms of
9 this Stipulation, provided that Defendant is given a reasonable period of time of at least three (3)
10 business days to review and approve the Preliminary Approval motion prior to Plaintiff filing the
11 motion. Class Counsel shall move for the entry of a Preliminary Approval Order that contains
12 the following provisions: (i) conditionally certifying the Class for settlement purposes; (ii)
13 preliminarily approving the proposed Settlement; (iii) approving the form of the Notice Packet
14 and finding that the proposed method of disseminating the Notice Packet is the best notice
15 practicable; (iv) approving Phoenix as the Settlement Administrator; and (v) setting a date for a
16 Final Approval Hearing. If the Court declines to approve the Settlement or approves it
17 conditionally on modifications to the settlement terms, the Parties shall work in good faith to
18 modify the settlement terms to obtain approval, provided that the material terms of the
19 Settlement are not affected.

20 79. Final Settlement Approval Hearing. Following completion of the dissemination
21 of the class notice and the Response Deadline, a Final Approval Hearing shall be conducted to
22 determine the Final Approval of the Settlement along with the amounts properly payable for: (i)
23 Individual Settlement Payments; (ii) the PAGA Payment (including to the LWDA); (ii) the Class
24 Counsel Fees and Costs; (iii) the Class Representative Service Award; and (iv) Settlement
25 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to
26 obtain final approval. Class Counsel shall provide Defendant with a reasonable period of time of
27 at least three (3) business days to review and approve the Final Approval motion prior to Plaintiff
28 filing the motion. Class Counsel will also be responsible for drafting the attorneys' fees and

costs application and the motion for approval of the Class Representative Service Award to be heard at the Final Approval Hearing. With Court approval, the Parties shall have the right to continue the Final Approval Hearing without the need to provide any notice to the Class Members.

80. Publicity. This Settlement is not confidential. However, the Parties and their counsel agree that they will not issue any press or media releases about the Settlement, post information about the Settlement on any media site, or publicize the Settlement in any way prior to the Preliminary Approval of the Settlement. Plaintiff and Plaintiff's Counsel further agree that they will not at any time issue any press or media releases about the Settlement, post information about the Settlement on any media site, or engage in any advertising or distribution of any marketing materials relating to the Settlement that in any manner identifies the Defendant, including but not limited to any postings on any websites maintained by Class Counsel, except that Class Counsel may identify this Settlement in other litigation matters to demonstrate to the Court in such other matters their adequacy to serve as class counsel. This provision does not apply to prevent any necessary disclosure to the Court or the LWDA to seek approval of the Settlement, any court filings or Notices to be sent to Class Members by the Settlement Administrator, or the posting of the final judgment of this Settlement on the Settlement Administrator's website to the extent required by the Court in connection with approval of the Settlement.

81. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with the terms of this Agreement. After entry of the Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

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

83. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral negotiations or agreements may be deemed binding on the Parties. This Agreement shall supersede and replace the Mediation Settlement Term Sheet previously entered into by the Parties.

84. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a dispute with regard to the language of the Agreement, the Parties agree to informally resolve the dispute by engaging Michael Loeb, Esq. to mediate such dispute.

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

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

87. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously defined.

88. California Law Governs. All terms of this Agreement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

89. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts and may be delivered by electronic scan, pdf, or DocuSign. All executed counterparts and each of them,

1 shall be deemed to be one and the same instrument provided that counsel for the Parties shall
2 exchange among themselves original signed counterparts.

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

10 91. Invalidity of Any Provision. Before declaring any provision of this Agreement
11 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent
12 possible consistent with applicable precedents so as to define all provisions of this Agreement
13 valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the Court
14 shall in no way affect any other provision if Defendant and Class Counsel, on behalf of the
15 Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal,
16 or unenforceable provision had never been included in this Agreement.

17 92. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
18 that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel's Award below the
19 amount Class Counsel requests, and either Party may appeal any order that materially alters the
20 Agreement's terms.

21 93. Class Action Certification. The Parties are agreeing to class certification for
22 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding,
23 an admission of any kind by Defendant, including without limitation, that certification of a class
24 for trial or any other purpose is appropriate or proper or that Plaintiff or any Class Member can
25 establish any of the requisite elements for class treatment of any of the claims in this Action. If,
26 for any reason, the Settlement is not finally approved, this Agreement will be void and the
27 Parties will be restored to their respective positions in the lawsuit as if they had not entered into
28 this Agreement. The Parties further agree that this Agreement, the final stipulation of

1 Settlement, or any documents or orders issued related to this Settlement will not be admissible,
2 other than according to the Settlement's terms, in this or any other proceeding as evidence that
3 either: (i) a class action should be certified, or (ii) Defendant is liable to Plaintiff or any Class
4 Member.

5 94. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
6 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
7 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
8 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
9 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached
10 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
11 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement,
12 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
13 construed as an admission or concession by Defendant of any such violations or failures to
14 comply with any applicable law, regulation, or legal requirement. Except as necessary in a
15 proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions
16 shall not be offered or received as evidence in any action or proceeding to establish any liability
17 or admission of any nature on the part of Defendant, or to establish the existence of any
18 condition constituting a violation of, or a non-compliance with, federal, state, local or other
19 applicable law.

20 95. Captions. The captions and section numbers in this Agreement are inserted for
21 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
22 the provisions of this Agreement.

23 96. Waiver. No waiver of any condition or covenant contained in this Agreement or
24 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or
25 constitute a further waiver by such party of the same or any other condition, covenant, right or
26 remedy.

27 97. Enforcement Actions. Pursuant to California Code of Civil Procedure section
28 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and

1 enforcement of the terms of this Agreement and all orders and judgments entered in connection
2 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for
3 purposes of interpreting, implementing, and enforcing the settlement embodied in this
4 Agreement and all orders and judgments entered in connection therewith. In the event that one or
5 more of the Parties institutes any legal action or other proceeding against any other Party or
6 Parties to enforce the provisions of this Settlement, or to declare rights and/or obligations under
7 this Settlement, the prevailing Party or Parties shall be entitled to recover from the non-
8 prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees
9 incurred in connection with any enforcement actions.

10 98. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
11 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more
12 strictly against one Party than another merely by virtue of the fact that it may have been prepared
13 by counsel for one of the Parties, it being recognized that, because of the arm's-length
14 negotiations between the Parties, all Parties have contributed to the preparation of this
15 Agreement.

16 99. Representation by Counsel. The Parties acknowledge that they have been
17 represented by counsel throughout all negotiations that preceded the execution of this
18 Agreement, and that this Agreement has been executed with the consent and advice of counsel.
19 Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
20 Agreement.

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

24 101. California Labor Code Sections 206 and 206.5 Do Not Apply. The Parties agree
25 that this Settlement involves the settlement of highly contested and disputed claims, such that the
26 provisions of California Labor Code sections 206 and 206.5 are not applicable to this Settlement
27 or the Releases required by this Agreement.

28 102. Binding Agreement. The Parties warrant that they understand and have full

1 authority to enter into this Agreement, and further intend that this Agreement shall be fully
2 enforceable and binding on all Parties, and agree that it shall be admissible and subject to
3 disclosure in any proceeding to enforce its terms.

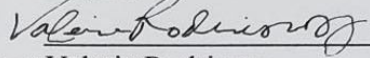
4 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
5 Joint Stipulation of Class Action Settlement and Release between Plaintiff and Defendant as of
6 the date(s) set forth below:

7 **READ CAREFULLY BEFORE SIGNING**

9 **PLAINTIFF**

10 Dated: 10/20/2021

DocuSigned by:



Valeria Rodriguez

13 **DEFENDANT JOHN BEAN
14 TECHNOLOGIES CORPORATION**

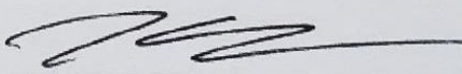
15 Dated: 10/21/21

Carlos Fernandez, EVP and
President, DF&H, on behalf of
John Bean Technologies Corporation

17 **APPROVED AS TO FORM**

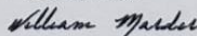
18 **DIVERSITY LAW GROUP, P.C.**

19 Dated: 10/21/21


Larry W. Lee
Mai Tulyathan
Attorneys for Plaintiff Valeria Rodriguez, the
Class, and Aggrieved Employees

23 **POLARIS LAW GROUP**

DocuSigned by:



0CED7A9289884D7

24 Dated: 10/20/2021

William Marder
Attorneys for Plaintiff Valeria Rodriguez, the
Class, and Aggrieved Employees

28 **VEDDER PRICE (CA), LLC**

Dated: 10/21/21



Thomas E. Petrides
Ashley D. Stein
Attorneys for Defendant John Bean Technologies
Corporation

EXHIBIT B

Valeria Rodriguez v. John Bean Technologies Corporation
SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN
(CASE NO. BCV-20-101913)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER NON-EXEMPT HOURLY EMPLOYEE OF JOHN BEAN TECHNOLOGIES CORPORATION (“JBT”) AND YOU WORKED IN CALIFORNIA FOR THE FOODTECH DIVISION AT ANY TIME FROM APRIL 6, 2016 THROUGH AUGUST 18, 2021,

YOU MAY BE ELIGIBLE TO RECEIVE MONEY AS PART OF A SETTLEMENT.

*The Kern County Superior Court (“Court”) authorized this Notice to be sent by **Phoenix Settlement Administrators** (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.*

**YOUR ESTIMATED TOTAL INDIVIDUAL PAYMENT AMOUNT FROM
THIS CLASS ACTION SETTLEMENT IS \$[REDACTED].**

According to JBT’s records, you worked [REDACTED] workweeks between April 6, 2016 and August 18, 2021 (the “Class Period”). Based on this number, your Individual Payment Amount as a member of the Class is estimated to be \$[REDACTED].

According to JBT’s records, you [are] [are not] eligible for a payment under the Private Attorneys General Act (“PAGA”). According to JBT’s records, you worked [REDACTED] pay periods between April 6, 2019 through August 18, 2021 (the “PAGA Period”). [Your individual share of the PAGA Payment based on the pay periods worked during the PAGA Period is estimated to be \$[REDACTED].]

- A settlement will provide \$400,000.00 to pay claims to certain current and former non-exempt employees of JBT who performed work in California for the FoodTech Division between April 6, 2016 and August 18, 2021, as will be explained below.
- The settlement resolves a lawsuit in which it is alleged that JBT failed to: (1) properly calculate the regular rate of pay for purposes of paying overtime wages; (2) properly calculate the regular rate of pay for purposes of paying sick pay; (3) properly pay wages at the time of termination; (4) provide accurate itemized wage statements; and (5) provide compliant off-duty meal periods and/or pay meal period premiums in lieu thereof. The settlement avoids the costs and risks from continuing the lawsuit, pays money to employees, and releases JBT from liability for the alleged violations.
- Lawyers for the employees will ask the Court to award them up to \$133,333.34 as attorneys’ fees and up to \$20,000.00 as costs and expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- JBT expressly denies all of the claims in the lawsuit and denies any wrongdoing or liability. The two sides disagree on how much money – if any – could have been awarded if employees won at trial.

Your legal rights are affected whether you act or do not act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING	You need not take any action if you wish to receive your settlement payment. If the settlement is approved by the Court and you do nothing, you will automatically be mailed a settlement check for your share of the settlement at the address on file with the Settlement Administrator. In exchange for this settlement check, you will release or give up any rights to sue JBT separate for the same legal claims that are part of this lawsuit (see Question 10 below for an explanation of the claims you are giving up). If you move, you must notify the Settlement Administrator of your new address.
You Can Exclude Yourself (Deadline: [REDACTED], 2021)	You can exclude yourself from this lawsuit. If you ask to be excluded, you will not receive a share of the settlement proceeds, but you keep any rights you may have to bring your own separate suit against JBT for the same legal claims in this lawsuit that are released in this settlement, except for the PAGA claim, which is released upon court approval of the PAGA settlement. If you worked during the PAGA Period and are eligible to receive a settlement payment under the PAGA as indicated on page 1, you will still receive a payment for the release of PAGA claims alleged in this lawsuit. You cannot ask to be excluded from the Released PAGA claims.
You Can Object To The Settlement (Deadline: [REDACTED], 2021)	If you do not agree with the settlement, you can object to the settlement according to the procedures described below under Question 12. The Court may or may not agree with your objection. If the Court does not agree with your objection, you will still be bound by the terms of the settlement and will receive a settlement payment. Objecting to the settlement will not exclude you from the settlement.
You Can Attend the Final Approval Hearing	You can ask to speak in Court about the fairness of the settlement at the final fairness hearing. The Court will hold a final fairness hearing to determine whether the settlement is fair, reasonable, and adequate on [DATE], 2022 at [TIME]. More information regarding this hearing is set forth under Question 16.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What is this Lawsuit About?

In the lawsuit, the Plaintiff alleges that JBT failed to pay overtime wages at the correct regular rate of pay in violation of California Labor Code §§ 510, 558, and 1194; failed to pay sick pay wages at the correct regular rate of pay in violation of California Labor Code §§ 201-203 and 246; failed to provide proper meal breaks or pay premium compensation for missed meal breaks in violation of California Labor Code §§ 226.7 and 512; failed to pay all wages due at the time of termination; failed to provide accurate wage statements in violation of California Labor Code § 226(a); engaged in unfair business practices in violation of California Business and Professions Code § 17200, *et seq.*; and owes penalties pursuant to California Labor Code § 2698, *et seq.*, the Private Attorneys General Act (“PAGA”). Based on these allegations, Plaintiff seeks to recover unpaid wages, statutory penalties, civil penalties, attorneys’ fees and costs on behalf of herself and other employees affected by these alleged violations.

JBT denies the allegations in the lawsuit and denies it has engaged in any wrongdoing. JBT asserts that it complied with all legal requirements, but is resolving this action in order to avoid the risk and costs of further legal proceedings.

3. Why is this a Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Valeria Rodriguez), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Kern County Superior Court is in charge of the case. The lawsuit is known as *Valeria Rodriguez v. John Bean Technologies Corporation*, Case No. BCV-20-101913.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or JBT. Plaintiff believes she could have prevailed on her claims at trial. JBT believes that it would have won at trial. But there was no trial. Instead, after thorough investigation into the facts and claims, both parties agreed to a settlement. That way, they avoid the risks and cost of litigation, and the uncertainty of a trial, and the individuals potentially affected will get compensation. Plaintiff’s and Plaintiff’s attorneys believe the settlement is fair, reasonable, and adequate and is in the best interests for all class members.

5. How Do I Know If I Am Part of the Settlement?

The Court has decided that the following individuals are class members:

All current and former non-exempt hourly employees who performed work in California for the FoodTech division of John Bean Technologies, Inc. at any time from April 6, 2016 through August 18, 2021 (the “Class”). If you received this Notice you are a member of the Class.

6. What Does the Settlement Provide?

The proposed settlement provides for a cash payment by JBT in the amount of \$400,000.00 to resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the settlement, will be the Gross Settlement Amount minus the following (the “Net Settlement Amount”): (a) settlement administration costs not to exceed \$5,000.00; (b) class representative service award to Plaintiff not to exceed \$10,000.00 for her work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$133,333.34; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$20,000.00; and (e) payment of \$40,000.00 for the release of PAGA claims (“PAGA Payment”). The PAGA Payment will be distributed as follows: \$30,000.00 to the Labor and Workforce Development Agency as its share of the settlement payment being made under the PAGA, and \$10,000.00 to be distributed among class members who worked during the PAGA Period. **Class Counsel’s attorneys’ fees and costs remain subject to Court approval.**

No portion of the Net Settlement Amount will be returned to JBT under any circumstances.

7. How Much Will My Payment Be?

Your estimated share of the settlement is shown on the first page of this notice. The amount you are to receive is based on the number of workweeks you worked for JBT from April 6, 2016 through August 18, 2021. If you worked at any time during the aforesated period, you will receive an amount based on the number of workweeks you worked.

Based upon JBT’s records, you are a member of the Class. The number of workweeks you worked is determined to be [REDACTED]. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with this number of workweeks, see below (Question 9).]

Additionally, if you worked as a non-exempt hourly employee for JBT in California in the FoodTech Division from April 6, 2019 to August 18, 2021, you are eligible to receive a share of the PAGA Payment. Your eligibility is indicated on page 1. [Based upon JBT’s records, you worked [REDACTED] pay periods between April 6, 2019 through August 18, 2021. Based on this information, your individual share of the PAGA payment is \$ [REDACTED].]

The actual amount that you receive could end up being more or less than these amounts, depending on the final settlement terms approved by the Court.

8. How Do I Receive a Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court. It is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. If you move, you must notify the Settlement Administrator of your new address.

9. What If I Believe the Information is Inaccurate?

If you believe the number of workweeks you worked from April 6, 2016 through August 18, 2021 (the “Class Period”) is inaccurate, you can write a letter to the Settlement Administrator to show contrary information. In the

letter, you must provide an explanation of the number of workweeks worked during the Class Period that you believe to be correct. You may attach any relevant documentation in support thereof. You must mail or fax your letter to: [ADMINISTRATOR'S ADDRESS] no later than [REDACTED], 2021. The Settlement Administrator will resolve the dispute, subject to final resolution by the Court if necessary.

10. What Rights Are You Giving Up to Receive a Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against JBT or the other Released Parties for any legal claims based on the subject matter of this settlement.

As of the Effective Date, Class Members who do not opt out of the settlement, will release and discharge the Released Parties from the "Released Claims" (defined below and in the Settlement Agreement). Upon cashing their Settlement Payment Checks, Class Members who cash their Settlement Payment Checks will release and discharge the Released Parties from the "Released FLSA Claims" he or she may have had.

"Released Claims" means any and all federal, state, local, and common law claims for unpaid overtime compensation, unpaid sick time, meal periods and meal period premiums, calculation of the regular rate and/or rate of pay with respect to any of the asserted claims, wage statement and/or payroll record keeping requirements and any related statutory penalties, waiting time penalties, unfair business practices relating to the asserted claims, any and all related civil penalties under PAGA based on any claims asserted in the Action, including Labor Code §§ 201-203, 226, 226.7, 246, 510, 512, 558, 1194, and 2698, *et seq.*, and any other wage-related statutes, laws or regulations that are or could be asserted by Plaintiff or any member of the Class arising out of the facts alleged in the Complaint or arising out of the facts, matters, transactions or occurrences set forth in the Complaint that accrued during the Class Period (April 6, 2016 through August 18, 2021). The Released Claims includes any and all claims for attorneys' fees, costs, expenses, interest, penalties, liquidated damages, and punitive damages, that are or could be asserted by Plaintiff or any Class Member relating to the claims alleged in the Action that accrued during the Class Period.

"Released FLSA Claims" means all claims for overtime under the federal Fair Labor Standards Act ("FLSA") arising out of or with respect to the overtime claims alleged in the Action that accrued during the Class Period. All Participating Class Members who cash their Settlement Payment Checks will be deemed to have released the Released FLSA Claims against the Released Parties.

Additionally, if you are eligible for a share of the PAGA Payment as indicated on page 1, you will also be releasing claims for civil penalties under PAGA predicated on the violations that are the subject matter of this lawsuit. As of the Effective Date, for and in consideration of the PAGA Payment, all Class Members who worked during the PAGA Period release and discharge the Released Parties from the "Released PAGA Claims" (defined below and in the Settlement Agreement).

"Released PAGA Claims" means any and all claims for civil penalties under PAGA that accrued during the PAGA Period (April 6, 2019 through August 18, 2021) predicated on violation of unpaid overtime compensation, unpaid sick time, meal periods and meal period premiums, calculation of the regular rate and/or rate of pay with respect to any of the asserted claims, wage statement and/or payroll record keeping requirements and any related statutory penalties, waiting time penalties and civil penalties under PAGA based on any claims asserted in the Action,

including Labor Code §§ 201-203, 226, 226.7, 246, 510, 512, 558, 1194, and 2698, *et seq.*, that are or could be asserted by Plaintiff arising out of the facts alleged in the Complaint or arising out of the facts, matters, transactions, or occurrences set forth in the Complaint that accrued during the PAGA Period.

11. How Do I Exclude Myself from the Settlement?

To exclude yourself from the settlement (also referred to as “opt-out”), you must mail and/or fax a letter to the Settlement Administrator saying that you want to be excluded from the *Valeria Rodriguez v. John Bean Technologies Corporation* settlement.

Be sure to include: (a) the case name and number: *Valeria Rodriguez v. John Bean Technologies Corporation* (Case No. BCV-20-101913); (b) your full name, address, and telephone number; and (c) a clear statement that you do not wish to be included in the settlement. You must mail and/or fax your exclusion letter postmarked and/or fax stamped no later than [REDACTED], 2021, to the Settlement Administrator at [REDACTED].

If you submit a timely request to exclude yourself, you will no longer be a member of the class and you will **not** receive any money from the class action portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens in the class action portion of the lawsuit. You will keep any rights to sue (or continue to sue) JBT in the future for the same class action claims made in this lawsuit, at your own expense.

Please note that excluding yourself from the settlement will **not** save JBT any money. JBT has agreed to fully fund the Gross Settlement Amount. Accordingly, if you exclude yourself, your settlement share will be distributed to the other Class Members. JBT encourages all Class Members to participate in the settlement. No employee will be subject to any form of retaliation regardless of whether they decide to participate in or exclude themselves from the settlement.

However, if you are eligible for a share of the PAGA Payment (as indicated on page 1), you will still receive a payment for the release of PAGA claims alleged in the lawsuit. Those that are eligible for a share of the PAGA Payment cannot exclude themselves from the Released PAGA claims.

12. How Do I Tell the Court That I Don’t Believe That the Settlement Is Fair?

As a class member, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing to the Settlement Administrator or in person to the Court at the Final Approval Hearing. For written objections, you must include (a) your full name and signature; (b) a written statement of basis for your objection; and (c) any copies of papers, briefs, or documents upon which your objection is based, if any. You must mail and/or fax your objection postmarked and/or fax stamped no later than [REDACTED], 2021, to the Settlement Administrator at Settlement Administrator at [REDACTED].

You may also appear at the Final Approval Hearing for the settlement, either in person or through an attorney at your own expense, to assert your objection to the settlement. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant no later than [REDACTED] [Response Deadline]. The Final Approval Hearing will be held before the Honorable Blaine K. Bowman on [REDACTED], 2022, at [REDACTED] a.m., in

Department 11 of the Superior Court of California for the County of Kern, located at 1415 Truxtun Ave., Bakersfield, CA 93301. See Question 16 for more information.

13. What is the Difference between Objecting and Excluding?

Objecting is telling the Court that you believe the settlement is unfair or inadequate. You can object only if you do not exclude yourself and stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the settlement no longer affects you.

If you submit and/or make an objection, you will remain eligible for a monetary payment under the settlement if the Court approves the settlement. If the Court rejects your objection, you will still be bound by the terms of the settlement. You cannot exclude yourself from the settlement **and** submit an objection to the settlement.

14. Do I Have a Lawyer in this Case?

The Court decided that the law firms of Diversity Law Group and Polaris Law Group (contact information below), both of which represent the Plaintiff, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How Will the Attorneys for the Class And The Class Representative Be Paid?

The attorneys for the Plaintiff and the class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$133,333.34 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$20,000.00, the actual amount of which will be determined by the Court at the Final Approval Hearing (see Question 16 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

If approved by the Court, a service award for the Plaintiff of an amount up to \$10,000.00 will be paid from the Gross Settlement Amount for her work and efforts in prosecuting this case, and for undertaking the risks of fees and costs (in the event the outcome of this lawsuit was not favorable).

16. The Final Approval Hearing.

The Court has preliminarily approved the settlement and will hold a Final Approval Hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Blaine K. Bowman on [REDACTED], 2022, at [REDACTED] a.m., in Department 11 of the Superior Court of California for the County of Kern, located at 1415 Truxtun Ave., Bakersfield, CA 93301, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them at the hearing. You have a right to attend this hearing, but you are not required to do so. The final approval hearing may be continued without further notice.

After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

17. How Do I Receive More Information?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed Settlement Agreement titled “Joint Stipulation of Class Action and PAGA Settlement and Release.” You can get a copy of the Settlement Agreement by contacting Class Counsel.

18. What is the Contact Information for Class Counsel?

The addresses for Class Counsel are as follows:

DIVERSITY LAW GROUP, P.C.
Larry W. Lee
Mai Tulyathan
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Fax: (213) 488-6554

POLARIS LAW GROUP
William L. Marder
501 San Benito Street, Suite 200
Hollister, CA 95023
Telephone: (831) 531-4214
Fax: (831) 634-0333

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Valeria Rodriguez v. John Bean Technologies Corporation
c/o [REDACTED]
Address
City, CA, Zip
Toll-Free Phone Number: [insert]

PLEASE DO **NOT** TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

PLEASE DO **NOT** CONTACT JBT, ITS MANAGERS, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

EXHIBIT C



ASIAN AMERICANS
**ADVANCING
JUSTICE**
LOS ANGELES

FREE LEGAL HELP

WE SERVE THOSE IN NEED



ABOUT US

Asian Americans Advancing Justice – Los Angeles is one of the nation’s largest legal and civil rights organizations for Asian Americans, Native Hawaiians, and Pacific Islanders.

Our staff of attorneys and network of community lawyers offer free and/or low cost legal advice, litigation, and in some cases representation. We are also social justice warriors who fight for civil rights and the well-being of our diverse community.

HOW WE CAN HELP

We are available to answer questions and offer guidance on a number of legal issues. Our service is free of charge.

Our staff of attorneys and network of community lawyers offer free and/or low cost legal advice, litigation, and in some cases representation. We are also social justice warriors who fight for civil rights and the well-being of our diverse community.

We do not accept criminal, personal injury or traffic court matters.

**Anti-Asian
Discrimination
Citizenship
Domestic
Violence**

**Family Law
Health Care
Access
Housing Rights
Immigration**



WHO WE CAN HELP

Our services are open to all, regardless of ethnicity. We prioritize Asian Americans, Native Hawaiians, and Pacific Islanders who are low-income and limited-English speakers. Unless otherwise noted, all of our services are free. Because of our limited resources and staffing, we cannot accept every request for help. Some may be referred to other legal or social services organizations.

HOW TO GET HELP

Call our multi-language toll free helplines. The live hours are Monday – Friday 10 a.m. to 3 p.m.

During other times, leave a voicemail message. Our staff will typically return calls within one business day. Our professionals will ask for some personal information to determine if you are eligible for more extensive legal help. We will not share this info with anyone outside of our office. We may provide legal information and advice by phone. In certain cases, we may provide legal assistance or representation. If we cannot handle your issue, we will try to give you guidance on other legal groups to contact. *Unfortunately, no walk-in’s are accepted.*



TOLL FREE HELP LINES

ENGLISH: 888.349.9695

中文：800.520.2356

한글：800.867.3640

TAGALOG: 855.300.2552

ภาษาไทย：800.914.9583

TIẾNG VIỆT: 714.477.2958



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