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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

ROBERTO FLORES, individually, and on behalf)
of aggrieved employees pursuant to the Private)
Attorneys General Act ("PAGA");)

Plaintiff,)

v.)

RIVERMAID TRADING COMPANY, a)
California corporation; and DOES 1 through 10,)
inclusive;)

Defendants.)

CASE NO.: STK-CV-UOE-2020-0008623

Assigned for All Purposes to:
Hon. Jayne Lee
Dept. 10C

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

Complaint Filed: October 13, 2020

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement and Release (“Agreement” or “Stipulation of
3 Settlement” or “Settlement”) is made and entered into by and between Plaintiff Roberto Flores
4 (“Plaintiff,” “Plaintiff Flores,” or “Class Representative”), individually and on behalf of other aggrieved
5 employees and/or members of the general public similarly situated, on the one hand, and Defendant
6 Rivermaid Trading Company (“Defendant”), on the other hand (collectively with Plaintiff, the
7 “Parties”).

8 Subject to approval of the Court pursuant to the California Rules of Court, this Stipulation of
9 Settlement shall be binding on Plaintiff, Class Counsel, the Class, aggrieved employees (including the
10 State of California as their representative), and Defendant, along with the other Released Parties, subject
11 to the terms and conditions hereof and the approval of the Court.

12 **RECITALS**

13 1. On July 17, 2020, Roberto Flores, a former hourly-paid, non-exempt aggrieved employee
14 of Defendant, provided written notice to the LWDA and Defendant of the specific provisions of the
15 Labor Code he contends were violated, and the theories supporting his contentions. Plaintiff believes
16 that on or about September 20, 2020, the sixty-five (65) day notice period expired and the LWDA did
17 not take any action to investigate or prosecute this matter. Therefore, Plaintiff exhausted the statutory
18 time period to bring this action.

19 2. On October 13, 2020, Plaintiff filed a representative PAGA action against Defendant in
20 the Superior Court for the State of California, County of San Joaquin, entitled *Flores v. Rivermaid*
21 *Trading Company*, Case No. STK-CV-UOE-2020-0008623, for (1) violation of California Labor Code
22 §§ 510, 1194, 1197, and 1198 (failure to pay minimum and overtime wages); (2) violation of California
23 Labor Code §§ 226.7 and 512 (failure to provide meal periods and rest breaks); (3) violation of
24 California Labor Code § 204 (failure to timely pay wages during employment); (4) violation of
25 California Labor Code §§ 201, 202, 203, and 204 (failure to timely pay wages upon termination); (5)
26 violation of California Labor Code §§ 226 and 1174 (failure to provide complete and accurate wage
27 statements); and (6) violation of California Labor Code §§ 2800 and 2802 (failure to reimburse business
28

1 expenses).

2 3. On September 8, 2021, the Parties participated in mediation before Jeffrey A. Ross (the
3 “Mediator”), a respected mediator of wage and hour class actions. After a full day of negotiations and
4 considering the Mediator’s proposal, the Parties agreed to settle and stipulated to the material terms of
5 this Stipulation of Settlement now before this Court. The Mediator’s supervision of the mediation and
6 negotiations was critical in managing the expectations of the Parties and providing a useful and neutral
7 analysis of the issues and risks to both sides.

8 4. Defendant denies all material allegations set forth in this action and has asserted
9 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
10 Defendant desires to settle all actual or potential claims fully and finally by the Class and aggrieved
11 employees.

12 5. Plaintiff’s counsel in the Action, Justice Law Corporation (“Class Counsel”), diligently
13 investigated the proposed Class’s claims against Defendant, including all applicable defenses and the
14 applicable law. The investigation included, *inter alia*, the exchange of information pursuant to informal
15 discovery methods, review of numerous corporate policies and practices, and the time and wage data of
16 numerous employees in the putative class.

17 6. The settlement discussions during and after mediation were conducted at arm’s-length
18 and this Stipulation of Settlement is the result of an informed and detailed analysis of Defendant’s total
19 potential liability exposure in relation to the costs and risks associated with continued litigation.

20 7. Based on the data produced pursuant to informal discovery, as well as Class Counsel’s
21 own independent investigation and evaluation, and the Mediator’s efforts, Class Counsel believes that
22 the settlement with Defendant for the consideration and on the terms set forth in this Stipulation of
23 Settlement is fair, reasonable, and adequate and is in the best interest of the Class and aggrieved
24 employees considering all known facts and circumstances.

25 8. This Stipulation of Settlement is made and entered into by and between Plaintiff
26 individually, and on behalf of all other members of the general public similarly situated, aggrieved
27 employees, and Defendant, and is subject to the terms and conditions hereof, and to the Court’s approval.

The Parties expressly acknowledge that this Stipulation of Settlement is entered solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Stipulation of Settlement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

The following definitions are applicable to this Stipulation of Settlement. Definitions contained elsewhere in this Stipulation of Settlement will also be effective:

9. “Action” means the lawsuit in the matter entitled *Flores v. Rivermaid Trading Company*, Case No. STK-CV-UOE-2020-0008623, filed on October 13, 2020, in the San Joaquin County Superior Court.

10. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of this Action, and all litigation costs and expenses incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs and expenses associated with mediation, documenting the Settlement, securing the Court’s approval of the Settlement, obtaining entry of a Judgment terminating this Action, and expenses for any experts. Class Counsel will collectively request attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Maximum Settlement Amount, or up to Two Hundred Ninety-Seven Thousand Five Hundred Dollars (\$297,500). Class Counsel will also request reimbursement of Class Counsel’s litigation costs and expenses, not to exceed Twenty Thousand Dollars (\$20,000). For any Attorneys’ Fees and Costs approved by the Court, the Claims Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel, the cost of which shall be paid out of the Attorneys’ Fees and Costs awarded by the Court and not in addition to the amount awarded. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses as set forth above. Any portion of the Attorneys’ Fees and Costs not awarded to Class Counsel will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

11. “Claimants” means all Class Members who submit timely and valid Claim Forms for participation in the Class Action Settlement.

1 12. “Claim Form” means the document, substantially in the form attached as **Exhibit B**, that
2 Class Members must complete and postmark by the Response Deadline (as defined below) to receive a
3 proportional share of the Net Settlement Amount in the form of an Individual Settlement Payment.

4 13. “Claims Administrator” means any third-party class action settlement claims
5 administrator agreed to by the Parties and approved by the Court for purposes of administering this
6 Settlement. The Parties each represent that they do not have any financial interest in the Claims
7 Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict
8 of interest.

9 14. “Claims Administration Costs” means the costs payable from the Maximum Settlement
10 Amount to the Claims Administrator for administering this Settlement, including, but not limited to, (a)
11 printing, distributing, and tracking documents for this Settlement; (b) calculating estimated amounts per
12 Class Member; (c) tax reporting; (d) distributing the appropriate settlement amounts; and (e) providing
13 necessary reports and declarations, and other duties and responsibilities set forth herein to process this
14 Settlement, and as requested by the Parties. The Claims Administration Costs are currently estimated
15 not to exceed Thirty Thousand Dollars (\$30,000). Any portion of the Claims Administration Costs that
16 are not awarded to the Claims Administrator will flow through to the Net Settlement Amount.

17 15. “Class Counsel” means Justice Law Corporation, which will seek to be appointed counsel
18 for the Class.

19 16. “Class List(s)” mean a complete list(s) of all Class Members and PAGA Aggrieved
20 Employees within the Class that Defendant will diligently and in good faith compile from its records
21 and provide only to the Claims Administrator within twenty (20) business days of the Court’s
22 Preliminary Approval of this Stipulation of Settlement. The Class List will be formatted in a readable
23 Microsoft Office Excel spreadsheet and will include each Class Member’s: (a) full name; (b) most recent
24 mailing address and telephone number known to Defendant; (c) Social Security number; (d) dates of
25 employment as a non-exempt employee in California; (e) number of or Qualifying Workweeks; and (f)
26 other relevant information as reasonably requested by the Claims Administrator to calculate the
27 Individual Settlement Payments.

1 17. “Class Member(s)” or “Class” collectively refer to: all current and former non-exempt
2 employees who worked for Defendant within the State of California at any time during the period from
3 July 17, 2016, to preliminary approval of the Settlement or November 8, 2021, whichever date is earlier.

4 18. “Class Period” means the period from July 17, 2016, to preliminary approval of the
5 Settlement or November 8, 2021, whichever date is earlier.

6 19. “Class Representative” means Roberto Flores, who will seek to be appointed as the
7 representative for the Class.

8 20. “Class Representative Enhancement Payment” means the amount to be paid to the Class
9 Representative in recognition of his efforts and work in prosecuting the Action on behalf of Class
10 Members. The Parties agree that the Class Representative may seek approval from the Court to be paid
11 up to Ten Thousand Dollars (\$10,000), from the Maximum Settlement Amount for his services on behalf
12 of the Class, including his assistance as the Plaintiff and Class Representative, subject to the Court
13 granting final approval of this Stipulation of Settlement and subject to the exhaustion of any and all
14 appeals. Any portion of the Class Representative Enhancement Payment not awarded to the Class
15 Representative will be a part of the Net Settlement Amount, for distribution in conformity with this
16 Agreement.

17 21. “Court” means the Superior Court of the State of California for the County of San Joaquin
18 or any other court taking jurisdiction of the Action.

19 22. “Defendant” means Rivermaid Trading Company.

20 23. “Defendant’s Counsel” means counsel for Defendant who are:

21 Stacy L. Henderson (SBN 222216)

22 Raquel A. Hatfield (SBN 290012)

23 **HENDERSON HATFIELD**

24 A Professional Corporation

25 578 N. Wilma Avenue, Suite A

26 Ripon, California 95366

27 Telephone: (209) 599-5003

28 Facsimile: (209) 599-5008

 24. “Effective Date” means the date on which the Court’s Order Granting Final Approval of
the Settlement (“Final Judgment” or “Judgment”) becomes final. For purposes of this Stipulation of

1 Settlement, the Court's Final Judgment "becomes final" upon the latter of: (a) If no objection is filed or
2 Plaintiff-in-intervention is present at the Final Approval Hearing, the date of the entry of Judgement;
3 (b) If any objection is filed or Plaintiff-in-intervention is present at the Final Approval Hearing the
4 expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's
5 Judgment (this time period shall not be less than 60 calendar days after the Court's Judgment is entered);
6 (c) the date the appellate order affirming the Judgment becomes final under the California Code of Civil
7 Procedure; or (d) the date of final dismissal of any appeal from the Judgment or the final dismissal of
8 any proceeding on review of any court of appeal decision relating to the Judgement.

9 25. "Individual Settlement Payment" means each Claimant's share of the Net Settlement
10 Amount.

11 26. "Maximum Settlement Amount" means the maximum settlement amount of up to Eight
12 Hundred Fifty Thousand Dollars (\$850,000) to be paid by Defendant in full satisfaction of all claims
13 arising from the Action, which includes all Individual Settlement Payments to Claimants, the Class
14 Representative Enhancement Payment, Claims Administration Costs to the Claims Administrator,
15 Attorneys' Fees and Costs to Class Counsel, and the PAGA Payment. This Maximum Settlement
16 Amount has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon
17 settlement value of individual claims. In no event will Defendant be liable for more than the Maximum
18 Settlement Amount, except that employer-side payroll taxes for the portion of the Individual Settlement
19 Payments characterized as wages shall be paid separate and apart from the Maximum Settlement
20 Amount.

21 27. "Net Settlement Amount" means the portion of the Maximum Settlement Amount
22 remaining after deduction of the approved Class Representative Enhancement Payment, Claims
23 Administration Costs, the PAGA Payment (as defined in Paragraph 34), and Attorneys' Fees and Costs.
24 The Net Settlement Amount will be distributed to Claimants in accordance with the terms of this
25 Stipulation. Plaintiff and Defendant agree that the amount distributed to the Claimants will equal at
26 least Fifty Percent (50%) of the Net Settlement Amount. If the total Individual Settlement Payments to
27 the Claimants would equal less than Fifty Percent (50%) of the Net Settlement Amount based on the
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number of claimants, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal Fifty Percent (50%) of the Net Settlement Amount. Except as otherwise provided in Paragraph 57, any unclaimed amounts above Fifty Percent (50%) of the Net Settlement Amount will be the exclusive property of Defendant.

28. “Notice of Objection” or “Objection” means a Class Member’s valid and timely written objection to this Stipulation of Settlement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection, (c) a clear reference to the title of this case and case number, and (d) copies of any papers, briefs, or other documents upon which the objection is based.

29. “Notice Packet” means the Notice of Class Action Settlement and Claim Form, substantially in the forms attached as **Exhibit A**, and **Exhibit B** respectively.

30. “PAGA Aggrieved Employee” means anyone employed by Defendant between July 17, 2019, to preliminary approval of the Settlement or November 8, 2021, whichever date is earlier.

31. “PAGA Payment” means the amount of Fifty Thousand Dollars (\$50,000), which the Parties have agreed to allocate for penalties pursuant to the Private Attorneys’ General Act, California Labor Code § 2698, *et seq.* The Parties have agreed that the PAGA Payment will be paid out of the Maximum Settlement Amount. Pursuant to PAGA, the Labor and Workforce Development Agency (“LWDA”) shall be paid Seventy-Five Percent (75%) or Thirty-Seven Thousand Five Hundred Dollars (\$37,500) of the PAGA Payment (“LWDA Payment”), and Twenty-Five Percent (25%) or Twelve Thousand Five Hundred Dollars (\$12,500) of the PAGA Payment will be distributed, pro rata, based on weeks worked to all PAGA Aggrieved Employees.

32. “Parties” means Plaintiff and Defendant collectively.

33. “Plaintiff” means Roberto Flores.

34. “Preliminary Approval” means the Court order granting preliminary approval of this Stipulation of Settlement.

1 35. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
2 Regulations § 1.46B-1, 26 C.F.R. § 1.468B-1 *et seq.* that is established by the Claims Administrator for
3 the benefit of Claimants, Plaintiff, and Class Counsel.

4 36. “Released Claims” as it pertains to Class Members include all claims, demands, rights,
5 liabilities, causes of action, injuries, grievances, obligations, losses, damages, penalties, interest, fines,
6 debts, liens, liabilities, attorneys’ fees, consultant’s fees, expert’s fees, accountant’s fees, costs and any
7 other form of relief or remedy in law or equity, of every nature and description whatsoever, known or
8 unknown, foreseen or unforeseen, anticipated or unanticipated, suspected or unsuspected, asserted or
9 that could have been asserted against the Released Parties based on the factual allegations in the
10 operative Complaint filed in the Action, whether arising under state or other applicable law, including,
11 but not limited to, California Labor Code and any applicable IWC Wage Orders, expressly including,
12 for the duration of the Class Period, those which arise out of, relate to, or are in connection with,
13 including but not limited to, claims for non-compliant meal and rest periods; meal and rest period
14 premiums; unpaid wages, including minimum wages, regular wages, overtime and double time wages;
15 wage statement violations and penalties; failure to timely pay during employment; failure to timely pay
16 at separation; waiting time penalties; failure to reimburse business expenses; work on seven (7)
17 consecutive days in the workweek without a waiver; violation of heat illness prevention requirements;
18 all derivative and/or associated penalties, including PAGA penalties; and unfair business practices
19 premised on the above claims.

20 37. “Released Claims Period” means the period from July 17, 2016, to preliminary approval
21 of the Settlement or November 8, 2021, whichever date is earlier.

22 38. “Released Parties” means Rivermaid Trading Company and each of its past, present and
23 future subsidiaries, dbas, parents, divisions, related entities, joint venturers, as well as each of their
24 respective owners, co-employers, joint employers, agents, officers, directors, stockholders,
25 shareholders, members, principles, subsidiaries, affiliates, partners, predecessors and successors in
26 interest, insurers, reinsurers, employees, attorneys, assigns, heirs, spouses, associates, representatives,
27 administrators, fiduciaries, trustees, accountants, auditors, company-sponsored employee benefit plans
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of any nature, and all other legal entities affiliated with the foregoing, including, but not limited to: All State Packers, Inc., California Fruit Exchange, LLC, Kay Dix, Inc., Riverside LTD, Riverside Transport, LLC, Steamboat Partners and Wilson & McCall, Inc.

39. “Request for Exclusion” means a letter timely submitted in writing by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) be signed by the Class Member; (b) contain the name, signature address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state the name of this case, the case number, and that the Class Member does not wish to be included in the Settlement; (d) be returned by mail to the Claims Administrator at the specified address and/or facsimile number; and (e) be postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement (“Settlement Class Member”) will be bound by all terms of the Settlement if the Settlement is granted final approval by the Court.

40. “Response Deadline” means the deadline by which Class Members must postmark to the Claims Administrator valid Claim Forms, Requests for Exclusion, or file and serve objections to the Settlement. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Claims Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Claim Forms or Requests for Exclusion will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Claims Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Claims Administrator have the authority to extend the deadline for Class Members to submit a Claim Form, Request for Exclusion, or objection to the Settlement.

41. “Qualifying Workweeks” means the number of workweeks of employment that a Class

1 Member worked for Defendant or All State Packers, Inc., California Fruit Exchange, LLC, Kay Dix,
2 Inc., Riverside LTD, Riverside Transport, LLC, Steamboat Partners or Wilson & McCall, Inc., as a non-
3 exempt employee in California at any time during the Class Period and the number of workweeks of
4 employment that PAGA Aggrieved employee worked for Defendant or All State Packers, Inc.,
5 California Fruit Exchange, LLC, Kay Dix, Inc., Riverside LTD, Riverside Transport, LLC, Steamboat
6 Partners or Wilson & McCall, Inc., as an employee in California at any time during the time frame of
7 July 17, 2019 to preliminary approval of the Settlement or November 8, 2021, whichever is earlier. The
8 number of Qualifying Workweeks shall be determined by the Claims Administrator based on the number
9 of workweeks in which each Class Member received a wage statement from Defendant or All State
10 Packers, Inc., California Fruit Exchange, LLC, Kay Dix, Inc., Riverside LTD, Riverside Transport,
11 LLC, Steamboat Partners or Wilson & McCall, Inc. Each Claimant shall be entitled to payment for at
12 least one workweek.

13 42. "Qualifying Workweek Value" means the value of each compensable Workweek, as
14 determined by the formula set forth herein.

15 **CLASS CERTIFICATION**

16 43. Solely for purposes of settling the Action, and not for purposes of class certification
17 should the matter not be settled or for any other reason, the Parties stipulate and agree that the requisites
18 for establishing class certification with respect to the Class have been met and are met. More
19 specifically, the Parties stipulate and agree that:

20 a. The Class is ascertainable and so numerous as to make it impracticable to join all
21 Class Members;

22 b. There are common questions of law and fact including, but not limited to, the
23 following:

- 24 i. Whether Defendant properly compensated Class Members;
- 25 ii. Whether Defendant failed to provide meal and rest breaks;
- 26 iii. Whether Defendant failed to pay penalties for missed meal and/or rest
27 breaks;

- iv. Whether Defendant failed to provide Class Members compliant wage statements;
- v. Whether Defendant failed to timely pay Class Members their wages while employed and their final wages;
- vi. Whether Defendant failed to reimburse Class Members for necessary business expenses;
- vii. Whether the Class Representative and the Class he purports to represent are entitled to injunctive and/or declaratory relief;
- viii. Whether Defendant issued wage statements in compliance with Labor Code §226;
- ix. Whether class members were required to work on seven (7) consecutive days in the workweek without a waiver; and
- x. Whether Defendant violated heat illness prevention requirements.

44. Should this Settlement not be approved or be terminated, these stipulations shall be null and void and shall not be admissible for any purpose whatsoever.

45. The Class Representative's claims are typical of the claims of the members of the Class. Should this Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be admissible for any purpose whatsoever.

46. The Class Representative and Class Counsel will fairly and adequately protect the interests of the Class. Should this Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be admissible for any purpose whatsoever.

47. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct. Should this Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be admissible for any purpose whatsoever.

48. With respect to the Class, the Class Representative believes that questions of law and fact common to the members of the Class predominate over any questions affecting any individual member

1 in such Class, and a class action is superior to other available means for the fair and efficient adjudication
2 of the controversy.

3 **TERMS OF AGREEMENT**

4 NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set
5 forth herein, the Parties agree, subject to the Court's approval, as follows:

6 49. Funding of the Maximum Settlement Amount. Within three (3) business days after the
7 Final Approval of the Settlement, the Claims Administrator will provide the Parties with an accounting
8 of the amounts to be paid by Defendant pursuant to the terms of the Settlement. Defendant will deposit
9 an amount equal to the sum of the Court approved Attorneys Fees and Costs, Class Representative
10 Enhancement Payment, Claims Administration Costs, PAGA Payment, the total of the Individual
11 Settlement Payments expected to be paid based on the Claim Forms timely submitted, and the employer-
12 side payroll taxes computed by the Claims Administrator into a Qualified Settlement Fund account to
13 be established by the Claims Administrator within fourteen (14) calendar days of the Final Approval
14 of the Settlement in accordance with the instructions provided by the Claims Administrator.

15 50. Attorneys' Fees and Costs. Defendant agrees not to oppose any application or motion by
16 Class Counsel for Attorneys' Fees and Costs of not more than Thirty-Five Percent (35%) of the
17 Maximum Settlement Amount or up to Two Hundred Ninety-Seven Thousand Five Hundred Dollars
18 (\$297,500), plus the reimbursement of costs and expenses associated with Class Counsel's litigation
19 and settlement of the Action, not to exceed Twenty Thousand Dollars (\$20,000), both of which will be
20 paid from the Maximum Settlement Amount. Any Attorneys' Fees and Costs awarded by the Court
21 shall not constitute payment to any Class Member(s). To the extent that the Court approves less than
22 the amount of attorney's fees and/or costs that Class Counsel requests, the difference between the
23 requested and awarded amounts will be reallocated to the Net Settlement Amount. Except for the
24 Attorneys' Fees and Costs set forth in this Agreement, the Parties agree to bear their own attorneys' fees
25 and costs related to this Action. In consideration of their awarded Attorneys' Fees and Costs, Class
26 Counsel waives all claims to any further attorneys' fees and expenses in connection with the Settlement.

27 51. Class Representative Enhancement Payment. In recognition of Plaintiff's effort and
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work in prosecuting the Action on behalf of Class Members, and in exchange for a full release of all known and unknown claims, Defendant agrees not to oppose or impede any application or motion for Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000) to Plaintiff. The Class Representative Enhancement Payment will be paid from the Maximum Settlement Amount and shall not constitute payment to any Claimant(s) (other than Plaintiff). To the extent that the Court approves less than the amount of the Class Representative Enhancement Payment that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount. Because it is the intent of the Parties that the Class Representative Enhancement Payment represent payment to Plaintiff for his services to the Class Members, and not wages, the Claims Administrator will not withhold any taxes from the Class Representative Enhancement Payment. The Claims Administrator will issue an IRS Form 1099 for the Class Representative Enhancement Payment to Plaintiff, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any and all taxes on the amounts received.

52. General Release by Class Representative. As a condition of the class action settlement, Plaintiff, as the Class Representative, shall separately release the Released Parties from all of the following: any and all claims, demands, rights, liabilities, causes of action, injuries, grievances, obligations, losses, damages, penalties, interest, fines, debts, liens, liabilities, attorneys' fees, consultant's fees, expert's fees, accountant's fees, costs and any other form of relief or remedy in law or equity, of every nature and description whatsoever, known or unknown, foreseen or unforeseen, anticipated or unanticipated, suspected or unsuspected, asserted or that could have been asserted against the Released Parties whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, including all unknown and unsuspected claims covered by California Civil Code § 1542, by the Class Representative, arising out of or relating to the Class Representative's employment at any time up to and including the date on which the Court enters the Order of Final Approval, for any type of relief, including without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties and wage statement penalties), general damages, compensatory damages, liquidated damages, punitive

1 damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and
2 declaratory relief. The Class Representative's Released Claims include, but are not limited to, the
3 Released Claims as well as any other claims under any provision of the Fair Labor Standards Act
4 ("FLSA"), the California Labor Code, any applicable California Industrial Welfare Commission Wage
5 Orders, any city or county Living Wage Ordinances, and claims under state or federal discrimination
6 statutes, including, without limitation, the California Government Code, the Unruh Civil Rights Act,
7 California Civil Code, the California Constitution, the California Business and Professions Code,
8 including but not limited to §§ 17200 *et seq.*, the United States Constitution, the Age Discrimination in
9 Employment Act ("ADEA") and the Older Workers Benefit Protection Act, the Uniformed Services
10 Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000
11 *et seq.*, the Family and Medical Leave Act, the California Family Rights Act, the Americans with
12 Disabilities Act, 42 U.S.C. § 12101 *et seq.*, and the Employee Retirement Income Security Act of 1974,
13 29 U.S.C. § 1001 *et seq.*, and all of their implementing regulations and interpretive guidelines, to the
14 extent not prohibited by law. This a General Release is a condition of this Settlement.

15 53. Claims Administration Costs. The Claims Administrator will be paid for the reasonable
16 costs of administration of the Settlement and distribution of payments from the Maximum Settlement
17 Amount, which is currently estimated not to exceed Thirty Thousand Dollars (\$30,000). These costs,
18 which will be paid from the Maximum Settlement Amount, will include, *inter alia*, the required tax
19 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing
20 the Notice Packet, sending reminder notices, calculating shares and payment, distributing the Maximum
21 Settlement Amount in accordance with the Settlement and the Court's order, and providing necessary
22 reports and declarations. Any portion of the Claims Administration Costs that are not awarded to the
23 Claims Administrator will be reallocated to the Net Settlement Amount.

24 54. Acknowledgement of Potential Administration Cost Increases. The Parties acknowledge
25 that Claims Administration Costs may increase above the current estimate of \$30,000 and that any such
26 additional Claims Administration Costs will be taken out of the Maximum Settlement Amount upon
27 receipt of Court approval. Any portion of the Court approved Claims Administration Costs which are
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not in fact required to fulfill the total Claims Administration Costs will be reallocated to the Net Settlement Amount.

55. PAGA Payment. Subject to Court approval, the Parties agree that the amount of Fifty Thousand Dollars (\$50,000) from the Maximum Settlement Amount will be designated for satisfaction of the PAGA Aggrieved Employees' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or \$37,500, of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or \$12,500, will be distributed, pro rata, based on the number of Qualifying Workweeks worked by all PAGA Aggrieved Employees. The Claims Administrator will calculate the total number of Qualifying PAGA Workweeks worked by each individual PAGA Aggrieved Employee to determine the total number of Qualifying Workweeks worked by all PAGA Aggrieved Employees ("Total Qualifying PAGA Workweeks") between July 17, 2019, and preliminary approval of the Settlement or November 8, 2021, whichever date is earlier. To determine each PAGA Aggrieved Employee's estimated PAGA Payment, the Claims Administrator will use the following formula: Estimated individual PAGA Payment = $(\$12,500 \div \text{Total PAGA Workweeks}) \times \text{individual Total Qualifying PAGA Workweeks}$ for each individual PAGA Aggrieved Employee.

56. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Claimants in accordance with the terms of this Agreement. If the total claimed Individual Settlement Payments would equal less than Fifty Percent (50%) of the Net Settlement Amount based upon the number of claimants, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant so that the amount actually distributed to Claimants will equal Fifty Percent (50%) of the Net Settlement Amount. Any unclaimed amounts above Fifty Percent (50%) of the Net Settlement Amount will be the exclusive property of Defendant.

57. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Qualifying Workweeks a Class Member worked during the Class Period and Aggrieved PAGA Employee worked during the timeframe of 7/19/20 to Preliminary Approval of the Settlement or 11/8/21, whichever is earlier. Specific calculations of Individual Settlement Payments will be made as follows:

1 57(a) The Claims Administrator will calculate the total number of Qualifying
2 Workweeks worked by each individual Class Member (“Individual Qualifying Workweeks”) to
3 determine the total number of Qualifying Workweeks worked by all Class Members (“Class Qualifying
4 Workweeks”) during the Class Period and the total number of Qualifying PAGA Workweeks.

5 57(b) To determine each Class Member’s estimated Individual Class Settlement
6 Payment, the Claims Administrator will use the following formula: Estimated Individual Settlement
7 Payment = (Net Settlement Amount ÷ Class Qualifying Workweeks) x Individual Workweeks for each
8 individual Class Member. To determine each Aggrieved Employee’s estimated Individual PAGA
9 Settlement Payment, the Claims Administrator will use the following formula: Estimated Individual
10 Settlement Payment = (Net Settlement Amount ÷ PAGA Qualifying Workweeks) x Individual
11 Workweeks for each individual Aggrieved Employee.

12 57(c) If the total Individual Settlement Payments actually claimed by Claimants equals less
13 than Fifty Percent (50%) of the Net Settlement Amount, the Individual Settlement Payments will
14 proportionately increase for each Claimant submitting a Claim Form such that the total Individual
15 Settlement Payments equal Fifty Percent (50%) of the Net Settlement Amount.

16 57(d) The Individual Settlement Payment will be reduced by any required deductions
17 for each Claimant as set forth herein, including employee-side tax and withholdings with respect to the
18 wage portion of each Individual Settlement Payment.

19 58. Individual Settlement Payments Do Not Trigger Additional Benefits. All Individual
20 Settlement Payments to Class Members shall be deemed to be paid to such Class Members solely in the
21 year in which such payments are actually received by the Class Members. It is expressly understood
22 and agreed that the receipt of such Individual Settlement Payments will not entitle any Class Member
23 to additional compensation or benefits under any company bonus, contest or other compensation or
24 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any
25 Class Member to any increased retirement, 401K benefits or matching benefits, or deferred
26 compensation benefits. It is the intent of this Settlement that the Individual Settlement Payments
27 provided for in this Settlement are the sole payments to be made by Defendant to the Class Members,
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1 and that the Class Members are not entitled to any new or additional compensation or benefits as a result
2 of having received the Individual Settlement Payments (notwithstanding any contrary language or
3 agreement in any benefit or compensation plan document that might have been in effect during the
4 period covered by this Settlement).

5 59. Claims Administration Process. The Parties agree to cooperate in good faith in the
6 administration of the Settlement and to make all reasonable efforts to control and minimize the costs
7 and expenses incurred in administration of the Settlement.

8 60. Delivery of the Class List. Within twenty (20) business days of Preliminary Approval,
9 Defendant will provide the Class List(s) to the Claims Administrator.

10 61. Notice by First-Class U.S. Mail. Within fifteen (15) calendar days of receipt of the Class
11 List(s), the Claims Administrator will perform a search based on the National Change of Address
12 Database (“NCOA”), or any other similar services available, and mail a Notice Packet to all Class
13 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses available.

14 62. Confirmation of Contact Information in the Class List. Prior to mailing, the Claims
15 Administrator will perform a NCOA check, such as provided by Experian or any other similar services
16 available, for information to update and correct for any known or identifiable address changes. Any
17 Notice Packets returned to the Claims Administrator as non-deliverable on or before the Response
18 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
19 thereto and the Claims Administrator will indicate the date of such re-mailing on the Notice Packet. If
20 no forwarding address is provided, the Claims Administrator will promptly attempt to determine the
21 correct address using a skip-trace and will then perform a single re-mailing within five (5) days after
22 return of the Notice Packet. Those Class Members who receive a re-mailed Notice Packet, whether by
23 skip-trace or by request, will have between the later of (a) an additional fifteen (15) days or (b) the
24 Response Deadline to postmark a Claim Form, Request for Exclusion, or file and serve an objection to
25 the Settlement.

26 63. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
27 will be in the form of Exhibits A and B and will provide: (a) information regarding the nature of the
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1 Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number
2 of Qualifying Workweeks each respective Class Member worked for Defendant during the Class Period;
3 (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating
4 Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) instructions on how
5 to submit valid Claim Forms, disputes regarding Qualifying Workweeks, Requests for Exclusion, or
6 objections; (h) the requirements relating to, and deadlines by which the Class Member must submit
7 Claim Forms, disputes regarding Qualifying Workweeks, Requests for Exclusions, and objections to the
8 Settlement; (i) the claims to be released, as set forth herein; and (j) the date for the Final Approval
9 Hearing.

10 64. Disputed Information on Notice Packets. Class Members may dispute the information
11 provided in their Notice Packets, but must do so in writing, via first class mail, and it must be postmarked
12 by the Response Deadline. To the extent Class Members dispute the number of Qualifying Workweeks
13 to which they have been credited or the amount of their Individual Settlement Payment, Class Members
14 must produce evidence to the Claims Administrator showing that such information is inaccurate. Absent
15 evidence rebutting Defendant's records, Defendant's records will be presumed determinative.
16 However, if a Class Member produces evidence to the contrary, the Parties will evaluate the evidence
17 submitted by the Class Member and will make the final decision as to the number of eligible Qualifying
18 Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member
19 may be entitled. If the Parties are unable to resolve the dispute, the Claims Administrator will be the
20 final arbiter of the Qualifying Workweeks for each Class Member during the Class Period, based on the
21 information provided to it.

22 65. Claim Form Procedures. To receive Individual Settlement Payments, all Class Members
23 will be required to submit a timely and valid Claim Form by the Response Deadline. All Claim Forms
24 must be signed and returned to the Claims Administrator via first class mail or fax and postmarked or
25 faxed by the Response Deadline. The date of the postmark on the return mailing envelope will be the
26 exclusive means to determine whether a Claim Form has been timely submitted. However, it is not the
27 intention of the Parties to exclude Class Members from obtaining payment in the Settlement for
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1 technical reasons that do not interfere with the orderly administration of the Settlement. Therefore, the
2 Claims Administrator will compile a list of Claim Forms rejected for (1) failure to cure an unsigned
3 Claim Form or (2) late submission of the Claim Form. As to the Class Members on that rejected claims
4 list, any Class Member who requests, in a letter signed on the Class Member, to receive payment in the
5 Settlement will be treated like a Claimant so long as that written request is received by the Effective
6 Date.

7 66. Defective Submissions. If a Class Member's Claim Form or Request for Exclusion is
8 defective as to the requirements listed herein, that Class Member will be given an opportunity to cure
9 the defect(s). The Claims Administrator will mail the Class Member a cure letter within three (3)
10 business days of receiving the defective submission to advise the Class Member that his or her
11 submission is defective and that the defect must be cured to render the Claim Form or Request for
12 Exclusion valid. The Class Member will have ten (10) calendar days from the date of the cure letter to
13 postmark a revised Claim Form or Request for Exclusion. If a Class Member responds to a Cure Letter
14 by filing a defective claim, then the Claims Administrator will have no further obligation to give notice
15 of a need to cure. If the revised Claim Form is not postmarked or received within that period, it will be
16 deemed untimely.

17 67. Request for Exclusion Procedures. Any Class Member wishing to opt out from this
18 Stipulation of Settlement must sign and postmark a written Request for Exclusion to the Claims
19 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope
20 will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.
21 All Requests for Exclusion will be submitted to the Claims Administrator, who will certify jointly to
22 Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. PAGA
23 Aggrieved Employees will not be able to exclude themselves from the PAGA portion of the settlement.

24 68. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Class Member
25 who does not affirmatively opt out of this Stipulation of Settlement by submitting a timely and valid
26 Request for Exclusion ("Settlement Class Member") will be bound by all of its terms, including those
27 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants
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1 final approval of the Settlement.

2 69. Objection Procedures. To object to this Stipulation of Settlement, a Class Member must
3 file a valid Notice of Objection with the Court and serve copies of the Notice of Objection on the Parties
4 before the Response Deadline. The Notice of Objection must be signed by the Class Member and
5 contain all information required by this Stipulation of Settlement. The postmark date of the filing and
6 service will be deemed the exclusive means for determining that the Notice of Objection is timely. Class
7 Members who fail to object in the specific and technical manner specified above will be deemed to have
8 waived all objections to the Settlement and will be foreclosed from making any objections and seeking
9 any adjudication or review, whether by appeal or otherwise, to this Stipulation of Settlement. At no
10 time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
11 submit written objections to this Stipulation of Settlement or appeal from the Order and Judgment.
12 However, Class Counsel, Defense Counsel, and Defendant may respond to inquiries from Class
13 Members with truthful information. Class Counsel will not represent any Class Members with respect
14 to any such objections to this Settlement.

15 70. Reminders. Not earlier than twenty (20) days or later than thirty (30) days after the initial
16 mailing, the Claims Administrator will send a Reminder Postcard to all Class Members who have not
17 returned a Claim Form or a Request for Exclusion. All Reminder Postcards will include the Response
18 Deadline, and the contact information for Class Counsel and the Claims Administrator.

19 71. Certification Reports Regarding Individual Settlement Payment Calculations. The
20 Claims Administrator will provide Defendant's counsel and Class Counsel a weekly report which
21 certifies: (a) the number of Class Members who have submitted Claim Forms; (b) the number of
22 Claimants; (c) the number of Class Members who have submitted valid Requests for Exclusion; (d) the
23 then current amount and percentage of the Net Settlement Amount claimed by Claimants; and (e)
24 whether any Class Member has submitted a challenge to any information contained in their Claim Form
25 or Notice Packet. Additionally, the Claims Administrator will provide to counsel for both Parties any
26 updated reports regarding the administration of this Stipulation of Settlement as needed or requested.

27 72. Payment Schedule for All Court-Approved and Individual Settlement Payment Amounts.
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1 Within three (3) business days of the Court granting final approval, the Claims Administrator will
2 calculate all payments due. Individual Settlement Payments shall be mailed by regular First-Class U.S.
3 Mail to the respective Claimant's last known mailing address within fourteen (14) calendar days after
4 Defendant deposits all Court-approved and claim amounts from the Maximum Settlement Amount into
5 a QSF.

6 73. Unclaimed Funds from the Net Settlement Amount. After all Individual Settlement
7 Payments have been made, any remaining or unclaimed funds from the Net Settlement Amount above
8 Fifty Percent (50%) of the net Settlement Amount shall remain the property of the Defendant.

9 74. Payroll Taxes. Any and all applicable employer-side of the payroll taxes relating to the
10 portion of the Individual Settlement Payments paid as wages shall be paid separate and apart from the
11 Maximum Settlement Amount. The employee side of the payroll taxes shall be deducted from each
12 relevant Individual Settlement Payment.

13 75. Uncashed Settlement Checks. Any checks issued by the Claims Administrator to
14 Claimants will be negotiable for at least One Hundred Twenty (120) calendar days. Those funds
15 represented by settlement checks returned as undeliverable and those settlement checks remaining un-
16 cashed for more than One Hundred Twenty (120) calendar days after issuance will be sent to a cy pres
17 designee that complies with CCP § 384.

18 76. Certification of Completion. Five (5) calendar days after the Response Deadline, the
19 Claims Administrator will provide a written declaration under oath to certify such completion to the
20 Court and counsel for all Parties. The declaration will include any attempts to obtain valid mailing
21 addresses for and re-sending of any returned Notice Packets, as well as the number of valid and timely
22 exclusions and objections that the Claims Administrator received.

23 77. Administration Costs if Settlement Fails or is Delayed. If the Settlement is voided or
24 rescinded, for any reason other than set forth in Paragraph 91, any costs incurred by the Claims
25 Administrator will be paid equally by the Parties (half by Defendant and half by Class Counsel), unless
26 otherwise specified in this Agreement.

27 78. Treatment of Individual Settlement Payments. For purposes of this Stipulation of
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Settlement, all Individual Settlement Payments will be allocated as follows: Twenty Percent (20%) of each Individual Settlement Payment will be allocated as wages, and the remaining Eighty Percent (80%) will be allocated as penalties and interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The amounts paid as penalties and interest shall not be subject to any withholdings and shall be reported by IRS 1099 forms.

79. Administration of Taxes by the Claims Administrator. The Claims Administrator will be responsible for issuing to Plaintiff, Claimants, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Claims Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

80. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder; and Plaintiff and Claimants are not relying on any statement, representation, or calculation by Defendant or by the Claims Administrator in this regard. Plaintiff and Claimants understand and agree that except for Defendant's payment of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and shall defend, indemnify, and hold Defendant free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

81. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY") AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, "THE OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE

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

14 82. No Assignments. The Parties and their counsel represent, covenant, and warrant that
15 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
16 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
17 or right herein released and discharged. Further, none of the rights, commitments, or obligations
18 recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or
19 Defense Counsel without the express written consent of each other Party and their respective counsel.
20 The representations, warranties, covenants, and agreements contained in this Agreement are for the sole
21 benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any
22 remedy to any other person.

23 83. Release of Claims by Class Members. Upon the Effective Date, Plaintiff and all Class
24 Members who have not submitted valid and timely Requests for Exclusion, will be deemed to have
25 fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to
26 all of the Released Parties any and all Released Claims for any period during the Released Claims
27 Period.

1 84. Waiver of California Civil Code § 1542. Furthermore, pursuant to the terms of the
2 Settlement, and with respect to both the Released Claims and the Claims released to paragraph 52 of
3 this Agreement, Plaintiff expressly waives and relinquishes any rights or benefits available to him under
4 the provisions of § 1542 of the California Civil Code, which provides as follows:

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

10 85. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
11 Stipulation of Settlement to the Court in support of Plaintiff’s Motion for Preliminary Approval and
12 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution
13 of this Stipulation of Settlement, the Parties shall apply to the Court for the entry of an order scheduling
14 a fairness hearing on the question of whether the proposed settlement, including payment of Attorneys’
15 Fees and Costs, and Plaintiff’s Class Representative Enhancement Payment and Class Representative
16 Settlement Payment, should be finally approved as a fair, reasonable, and adequate settlement. As part
17 of Plaintiff’s Motion for Preliminary Approval, Plaintiff shall also apply to the Court for the entry of an
18 order as follows:

- 19 a. Certifying the Class for the purpose of settlement;
- 20 b. Approving, as to form and content, the proposed Notice of Class Action Settlement;
- 21 c. Approving as to form and content the proposed Claim Form;
- 22 d. Approving the manner and method for Class Members to request exclusion from
23 the Settlement as contained herein and within the Notice of Class Action
24 Settlement;
- 25 e. Directing the mailing of the Notice of Class Action Settlement, Claim Form, and
26 Reminder Postcards to the Class Members, in accordance with the Settlement
27 Agreement;

- 1 f. Preliminarily approving the Settlement subject only to the objections of Class
2 Members and final review by the Court; and
- 3 g. Enjoining Plaintiff and any Class Member from filing or prosecuting any claims,
4 suits, or administrative proceedings (including filing claims with the California
5 Division of Labor Standards Enforcement and the LWDA) regarding the Released
6 Claims unless and until such Class Members have filed valid Requests for
7 Exclusion with the Claims Administrator.

8 86. Duties of the Parties Following Final Court Approval. Following final approval by the
9 Court of the Settlement provided for in this Stipulation of Settlement, Class Counsel will submit a
10 proposed final order of approval and judgment as follows:

- 11 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and
12 adequate, and directing consummation of its terms and provisions;
- 13 b. Approving Class Counsel's application for an award of Attorneys' Fees and Costs;
- 14 c. Approving the Class Representative Enhancement Payment to Plaintiff;
- 15 d. Setting a date when the Parties shall report to the Court the total amount that was
16 actually paid to the Class Members; and
- 17 e. Entering judgment in this Action consistent with this Agreement.

18 87. Defendant's Option to Terminate the Settlement. If Ten Percent (10%) or more of the
19 Class Members opt out of the Settlement by filing Requests for Exclusion, Defendant may, at its
20 election, rescind the Settlement and all actions taken in furtherance of it will thereby be null and void.
21 Defendant must exercise this right of rescission, in writing, to Class Counsel within ten (10) calendar
22 days after the Claims Administrator notifies the Parties of the total number of opt-outs received by the
23 Response Deadline. If the option to rescind is exercised, the Parties shall equally divide all costs of the
24 Claims Administrator accrued to that point.

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

3 89. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
4 the Preliminary Approval of this Stipulation of Settlement, and the entry of a Preliminary Approval
5 Order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary
6 Approval of the proposed Stipulation of Settlement, and (c) setting a date for a Final
7 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice
8 Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval
9 Hearing, Plaintiff will submit this Stipulation of Settlement, which sets forth the terms of this
10 Settlement, and will include the proposed Notice Packet, i.e., the proposed Notice of Class Action
11 Settlement documents, and the proposed Claim Form, attached as **Exhibit A** and **Exhibit B** respectively.
12 Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.
13 Defendant agrees not to oppose the Motion for Preliminary Approval.

14 90. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
15 deadlines to postmark Claim Forms, Requests for Exclusion, or objections to this Stipulation of
16 Settlement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be
17 conducted to determine the Final Approval of this Stipulation of Settlement along with the amounts
18 properly payable for (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the
19 Class Representative Enhancement Payment; (d) all Claims Administration Costs; as well as (e)
20 confirming the total amount to be allocated towards the PAGA Payment. Class Counsel will be
21 responsible for drafting all documents necessary to obtain final approval, subject to approval by
22 Defendant's Counsel. Class Counsel will also be responsible for drafting the Attorneys' Fees and Costs
23 application to be heard at the final approval hearing and shall submit to the Court a Proposed Final
24 Approval Order, which shall be in a form approved by Defendant's Counsel. Defendant agrees not to
25 oppose the Motion for Final Approval and Attorneys' Fees and Costs.

26 91. Either Party's Option to Terminate the Settlement. Subject to the obligation(s) of mutual
27 full cooperation, either Party may terminate this Settlement if the Court declines to enter the Preliminary
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Approval Order, the Final Approval Order, or final judgment in substantially the form submitted by the Parties, or this Stipulation of Settlement as agreed does not become final because of appellate court action. The terminating Party shall give to the other Party (through its counsel) written notice of its decision to terminate no later than ten (10) business days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

- a. The Stipulation of Settlement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms;
- b. In the event the Settlement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member or attorney, except that the Terminating Party shall pay the Claims Administrator for services rendered up to the date the Claims Administrator is notified that the Settlement has been terminated;
- c. The Preliminary Approval Order, Final Approval Order and Judgment, including any order of class certification, shall be vacated;
- d. The Stipulation of Settlement and all negotiations, privileged statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to this Stipulation of Settlement; and
- e. Neither this Stipulation of Settlement, nor any ancillary documents, actions, statements, or filings in furtherance of this Stipulation of Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and
- f. The equal Parties shall divide all costs of the claims Administration to that point.

92. 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 this Stipulation of Settlement.

93. Confidentiality. Plaintiff and his counsel agree that they have not and will not publish

1 the resolution of this case. Plaintiff's counsel shall not report the resolution of this case in any medium
2 or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Putative
3 Class or the resolution of this case on their website which identify Plaintiff or Defendant by name, and
4 shall not contact any reporters or media regarding the resolution of this case. However, Plaintiff's
5 attorneys are authorized to make disclosure to the Court for the purposes of obtaining the approval of
6 the settlement and may discuss the settlement with the Class Members. This disclosure is limited to
7 court filings and neither Plaintiff nor his counsel or representatives are permitted to disseminate or
8 publish, distribute or discuss the information provided to the Court in those filings outside the filings
9 themselves and any hearing held on those filings, unless ordered otherwise by the Court.

10 94. The Parties and their counsel agree that they will not issue any press releases, initiate any
11 contact with the press, respond to any press inquiry, or have any communication with the press about
12 the fact, amount, or terms of the Settlement prior to the Settlement being preliminarily approved by the
13 Court. In addition, the Parties and their counsel agree that they will not engage in any advertising or
14 distribute any marketing materials relating to the Settlement of this case prior to the Settlement being
15 preliminarily approved by the Court, including but not limited to any postings on any websites
16 maintained by Class Counsel. Any communication about the Settlement to Class Members prior to the
17 Settlement being preliminarily approved by the Court will be limited to a statement that a settlement
18 has been reached and the details will be communicated in a forthcoming Court-approved notice.
19 Nothing set forth herein, however, shall prohibit (a) Defendant from providing truthful disclosure about
20 the Settlement, including its amount, in its periodic filings on Form 10-Q or Form 10-K with the United
21 States Securities and Exchange Commission, or (b) the Parties from providing this Agreement to the
22 Court in connection with the Parties' efforts to seek the Court's approval of this Settlement. Neither
23 Plaintiff nor Class Counsel shall hold a press conference or otherwise seek to affirmatively contact the
24 media about the Settlement. If contacted by the media regarding the Settlement, Class Counsel will
25 direct any media inquiries to the public records of the Action on file with the Court. Additionally, neither
26 Plaintiff nor Class Counsel will disparage the Settlement.

27 95. Entire Agreement. This Stipulation of Settlement and any attached Exhibits constitute
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1 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
2 agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil
3 Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement
4 is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence,
5 and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or
6 contradict the terms of this Agreement.

7 96. Amendment or Modification. This Stipulation of Settlement may be amended or
8 modified only by a written instrument signed by the named Parties and counsel for all Parties or their
9 successors-in-interest.

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

19 98. Signatories. It is agreed that because the members of the Class are so numerous, it is
20 impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The
21 Notice of Class Action Settlement, attached hereto as Exhibit A, will advise all Class Members of the
22 binding nature of the release, and the release shall have the same force and effect as if this Stipulation
23 of Settlement were executed by each Settlement Class Member.

24 99. Binding on Successors and Assigns. This Stipulation of Settlement will be binding upon,
25 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

26 100. California Law Governs. All terms of this Stipulation of Settlement and Exhibits hereto
27 will be governed by, construed, and interpreted according to the laws of the State of California,
28

irrespective of the State of California's choice of law principles.

101. Execution and Counterparts. This Stipulation of Settlement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts, including by facsimile, electronic signature, or email. All executed counterparts and each of them will be deemed to be one and the same instrument.

102. Escalator Clause. Defendant estimates that the class included approximately 53,203 workweeks as of August 13, 2021. If the actual number of total workweeks at the end of the Class Period exceeds 53,203 workweeks by more than 15% (7,980 workweeks) creating a total number of workweeks of more than 61,183, the Maximum Settlement Amount will be increased by \$15.97 per workweek *above* 61,183 (e.g., if the number of workweeks at the end of the Class Period is 61,283, the Maximum Settlement Amount will increase by \$1,581.03 because $61,283 - 61,184 = 99$ workweeks $\times$ \$15.97 per workweek).

103. Acknowledgement that the Settlement is Fair, Reasonable, and Adequate. The Parties believe this Stipulation of Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. In addition, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

105. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this Stipulation of Settlement and, by signing this Stipulation of Settlement, is hereby bound by the terms

herein. For good and valuable consideration, Plaintiff further agrees that he will not request to be excluded from this Stipulation of Settlement. Any such Request for Exclusion by Plaintiff will be void and of no force or effect.

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

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

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

109. Meet and Confer Regarding Disputes. Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a representative of Defense Counsel shall meet and confer to resolve such disputes prior to submitting such disputes to the Court.

110. Enforcement Actions. If a Party institutes any legal action or other proceeding against

1 the other Party to enforce the provisions of this Settlement or to declare rights and/or obligations under
2 this Settlement, the successful Party will be entitled to recover from the unsuccessful Party reasonable
3 attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement
4 actions. To the extent consistent with class action procedure, this Agreement shall be enforceable by
5 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
6 3.769(h). The Disposition entered by the Court will not adjudicate the merits of the Action or the
7 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms
8 of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain
9 continuing jurisdiction over this Action and over all Parties and Class Members to the fullest extent to
10 enforce and effectuate the terms and intent of this Agreement

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

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

20 113. All Terms Subject to Final Court Approval. All amounts and procedures described in
21 this Stipulation of Settlement herein will be subject to final Court approval.

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

26 To Plaintiff and the Class:
27
28

Douglas Han, Esq.
Shunt Tatavos-Garajeh, Esq.
Phillip Song, Esq.
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103

To Defendant RIVERMAID TRADING COMPANY:

Stacy L. Henderson, Esq.
Raquel A. Hatfield, Esq.
HENDERSON HATFIELD
A Professional Corporation
578 N. Wilma Avenue, Suite A
Ripon, California 95366

115. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Stipulation of Settlement.

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

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

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

NAMED PLAINTIFF AND CLASS COUNSEL

READ CAREFULLY BEFORE SIGNING

DATED: 11/02/2021

Roberto Flores
ROBERTO FLORES
Named Plaintiff

DEFENDANT RIVERMAID TRADING COMPANY

DATED: 11-3-21

By: Paul J. Carls

APPROVED AS TO FORM

JUSTICE LAW CORPORATION

DATED: 11/3/21

By: 
DOUGLAS HAN
SHUNT TATAVOS-GARAJEH
PHILLIP SONG
Attorneys for Plaintiff Roberto Flores and the Class

HENDERSON HATFIELD
A Professional Corporation

DATED: _____

By: _____
 Stacy L. Henderson
 Raquel A. Hatfield
 Attorneys for Defendant Rivermaid Trading Company

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

3 **NAMED PLAINTIFF AND CLASS COUNSEL**

4 **READ CAREFULLY BEFORE SIGNING**

5 DATED: _____

6 _____
7 ROBERTO FLORES
8 Named Plaintiff

9 DEFENDANT RIVERMAID TRADING COMPANY

10
11 DATED: 11-3-21

12 By: 

13 **APPROVED AS TO FORM**

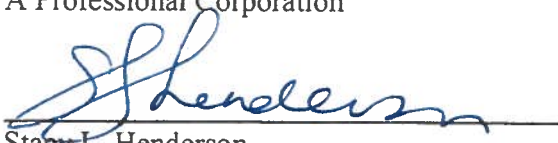
14
15 JUSTICE LAW CORPORATION

16 DATED: _____

17 By: _____
18 DOUGLAS HAN
19 SHUNT TATAVOS-GARAJEH
20 PHILLIP SONG
21 Attorneys for Plaintiff Roberto Flores and the Class

22 HENDERSON HATFIELD
23 A Professional Corporation

24 DATED: 11/2/21

25 By: 
26 Stacy L. Henderson
27 Raquel A. Hatfield
28 Attorneys for Defendant Rivermaid Trading Company

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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is mking@justicelawcorp.com

On November 30, 2021, I served the foregoing document described as

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

for the following case: **Flores v. Rivermaid Trading Company**
LWDA/Court Case No.: **LWDA Case No.: CM- 797434-20**
Court Case No.: STK-CV-UOE-2020-0008623
San Joaquin County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on November 30, 2021, at Pasadena, California.



Madeline King