

1 **LAW OFFICES OF FARRAH MIRABEL**

2 FARRAH MIRABEL (SBN 162933)

3 fmesq@fmirabel.com

4 1070 Stradella Road

5 Los Angeles, California 90077

6 Telephone: (714) 747-4447

7 Facsimile: (949) 417-1796

8 **EMPLOYMENT RIGHTS LAW GROUP, APC.**

9 Amir H. Seyedfarshi, (SBN 301656)

10 amir@employmentrightslawgroup.com

11 1180 South Beverly Drive, Suite 610

12 Los Angeles, California 90035

13 Telephone: (424) 777-0964

14 Attorneys for Plaintiffs, the Class, the LWDA, and the Aggrieved Employees

15 [Additional counsel listed on the following page]

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF KERN**

18 MANUEL ROCHA, on behalf of himself, and
19 for all similarly situated persons, and the
20 general public

21 Plaintiff,

22 vs.

23 LAMB CHOPS, INC. and DOES 1-50 ALL
24 INCLUSIVE,

25 Defendants.

Case No. **BCV-20-102541**

**JOINT STIPULATION AND SETTLEMENT
AGREEMENT OF CLASS ACTION AND
PAGA CLAIMS**

Complaint Filed: Oct. 29, 2020

1 **ACKERMANN & TILAJEF, P.C.**

2 Craig J. Ackermann, CA Bar No. 229832

3 cja@ackermanntilajef.com

4 1180 South Beverly Drive, Suite 610

5 Los Angeles, California 90035

6 Telephone: (310) 277-0614

7 Facsimile: (310) 277-0635

8 Attorneys for Plaintiffs, the Class, the LWDA, and the Aggrieved Employees

9 **SAGASER, WATKINS & WIELAND PC**

10 Ian B. Wieland (SBN 285721)

11 ian@sw2law.com

12 Paul Parvanian (SBN 247284)

13 paulp@sw2law.com

14 5260 North Palm Avenue, Suite 400

15 Fresno, California 93704

16 Telephone: (559) 421-7000

17 Facsimile: (559) 473-1483

18 Attorneys for Defendant

1 This Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims
2 (“Stipulation of Settlement” or “Settlement” or “Settlement Agreement”) is made and entered into by
3 and between Plaintiff Manuel Rocha (hereinafter referred to as “Class Representative” or “Plaintiff”)
4 and on behalf of the Class and Aggrieved Employees (as defined below), and Defendant Lamb Chops,
5 Inc. (“Defendant”) (Plaintiff and Defendant hereinafter collectively referred to as the “Parties”).

6 THE PARTIES STIPULATE AND AGREE as follows:

7 **DEFINITIONS**

8 1. **“Action”** shall mean the action entitled *Manuel Rocha v. Lamb Chops, Inc.* filed in
9 Kern County Superior Court, Case No. BCV-20-102451.

10 2. **“Class Counsel”** shall mean Farrah Mirabel of Law offices of Farrah Mirabel, Craig
11 Ackermann of Ackermann & Tilajef, P.C. and Amir Seyedfarshi of Employment Rights Law Group,
12 APC.

13 3. **“Class Members”** shall mean all current and former California non-exempt hourly
14 employees, not including any Lamb family members, employed as “non-exempt” at Defendant’s
15 California locations, who worked at any time during the period from October 29, 2016 through the
16 date of entry of an order of Preliminary Approval of the settlement (“Settlement Class Members”).

17 4. **“Class Period”** shall mean October 29, 2016 through the date of entry of an order of
18 Preliminary Approval of the settlement.

19 5. **“Class Released Claims”** shall have the meaning ascribed to it in Paragraph 61 below.

20 6. **“Class Representative”** or **“Plaintiff”** shall mean Plaintiff Manuel Rocha.

21 7. **“Court”** shall mean the Superior Court of the State of California for the County of
22 Kern.

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

26 9. **“Defendant’s Counsel”** shall mean Ian B. Wieland and Paul Parvanian of Sagaser,
27 Watkins & Wieland PC.

28 10. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 37, below.

1 11. **“Final Approval Hearing”** shall mean the hearing during which the Court shall
2 consider, without limitation, any timely objections to the Settlement from Settlement Class Members,
3 testimony from the Parties or their counsel, declarations regarding the notice process from the
4 Settlement Administrator, and otherwise make a final determination regarding the fairness of the
5 Settlement as set forth herein.

6 12. **“Incentive Award”** shall mean the payments made to Plaintiff in his capacity as Class
7 Representative, which sum is over and above his Individual Settlement Payment.

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

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

12 15. **“Notice of Proposed Settlement”** or **“Notice”** means the Notice of Proposed Class
13 Action Settlement and Hearing Date for Court Approval in substantially the form attached hereto as
14 Exhibit A, and as approved by the Court.

15 16. **“PAGA”** shall mean the California Labor Code Private Attorneys General Act, Labor
16 Code §§ 2698 *et seq.*

17 17. **“PAGA Employees”** or **“Aggrieved Employees”** shall mean all current and former
18 California non-exempt hourly employees, not including any Lamb family members, employed as
19 “non-exempt” at Defendant’s California locations, who worked at any time during the period from
20 August 22, 2019 through the date of entry of an order of Preliminary Approval of the settlement.

21 18. **“PAGA Payment”** means the payment to the State of California LWDA and the PAGA
22 Employees in settlement of all claims for PAGA penalties.

23 19. **“PAGA Employee Payments”** means the payment issued to each PAGA Employee
24 for his/her/their share of the PAGA Payment.

25 20. **“PAGA Period”** shall mean August 22, 2019 through the date of entry of an order of
26 Preliminary Approval of the settlement.

27 21. **“Parties”** shall refer to the Plaintiff and Defendant, each of whom is a “Party.”

28 22. **“Payment Schedule”** shall refer to the schedule under which Defendant will fund the
4.

1 Gross Settlement Amount. The Gross Settlement Amount shall be funded within 60 days of the
2 Court's entry of final approval provided there are no appeals or objections, and in no event is
3 Defendant required to fund the Gross Settlement Amount prior to May 31, 2022.

4 23. **"Released Parties"** collectively shall encompass Defendant and its past and present
5 officers, directors, shareholders, managers, employees, agents, principals, spouses, heirs,
6 representatives, accountants, auditors, consultants, members, affiliates, all those in privity with
7 Defendant, and Defendant's respective successors and predecessors in interest, subsidiaries, parents
8 and attorneys.

9 24. **"Settlement Administrator"** shall mean ILYM Group, Inc.

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

12 26. **"Gross Settlement Amount"** shall refer to One Hundred Thirty Five Thousand Dollars
13 (\$135,000.00), which is the maximum amount that Defendant will pay pursuant to this Settlement,
14 excluding Defendant's share of payroll taxes up to a maximum amount of \$1,000.00, which shall be
15 paid by Defendant separately and in addition to the Gross Settlement Amount.

16 RECITALS

17 27. In the Action, Plaintiffs alleged causes of action for (1) PAGA penalties; (2) unpaid
18 missed meal breaks; (3) unpaid missed rest breaks; (4) failure to pay all overtime wages; (5) failure to
19 provide rest days; (6) failure to pay all wages earned; (7) failure to maintain accurate payroll records;
20 (8) wages not paid upon separation; (9) failure to pay minimum wages; and (10) violations of
21 California Business and Professions Code § 17200 et seq.

22 28. Following exchange and extensive review of relevant documents and class data, on
23 May 25 and June 9, 2021, the Parties engaged in mediations with Mark Keppler and after several direct
24 settlement negotiations, they resolved the matter.

25 29. Defendant denies any liability or wrongdoing of any kind whatsoever associated with
26 the claims in the Action, and further denies that, for any purpose other than settling this Action, this
27 Action is appropriate for class action or representative treatment.

28 30. It is the Parties' desire to fully, finally and forever settle, compromise and discharge all
5.

1 disputes and claims arising from or related to the allegations of this Action.

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

5 32. It is the Parties' intention that this Settlement shall not become effective until the
6 Effective Date, as defined in paragraph 37, below.

7 33. Class Counsel have conducted a thorough investigation into the facts of this Action,
8 including an extensive review of relevant documents and data, and have diligently pursued an
9 investigation of the Class Members' claims against Defendant. Based on their own independent
10 investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
11 fair, reasonable and adequate and is in the best interest of the Class Members in light of all known
12 facts and circumstances, including the risks of significant delay, the class not being certified, and the
13 defenses asserted by Defendant.

14 34. The Parties agree to cooperate and take all steps necessary and appropriate to
15 consummate this settlement in accordance with the terms of this Stipulation of Settlement.

16 **TERMS OF SETTLEMENT**

17 35. In consideration of the mutual covenants, promises and agreements set forth herein, the
18 Parties agree, subject to the Court's approval, to the terms herein.

19 36. It is agreed by and between Plaintiff and Defendant that this Action and any claims,
20 demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed by Plaintiff
21 on behalf of himself, the Class Members, and/or the PAGA Employees arising out of the disputes
22 which are the subject of this Action, be settled and compromised, subject to the terms and conditions
23 set forth in this Stipulation of Settlement and the Court's approval.

24 37. Effective Date: The Settlement embodied in this Stipulation of Settlement shall
25 become effective when all of the following events have occurred ("Effective Date"): (i) this Stipulation
26 of Settlement has been executed by Plaintiff, Defendant, Class Counsel and Defendant's Counsel; (ii)
27 the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to the Class
28 Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out

1 of the Settlement; (iv) the Court has held a formal fairness hearing and entered the Court's Final Order
2 and Judgment; and (v) the later of the following events: (A) when the period for filing any appeal, writ
3 or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other
4 appellate proceeding having been filed; (B) when any appeal, writ or other appellate proceeding
5 opposing the Settlement has been dismissed finally and conclusively with no right to pursue further
6 remedies or relief; or (C) when any appeal, writ or other appellate proceeding has upheld the Court's
7 Final Order and Judgment with no right to pursue further remedies or relief. Notwithstanding the
8 foregoing, if there are no objections to the Settlement, the Effective Date shall be the date of entry of
9 the Final Approval Order. If the Court declines to approve the Settlement, the entire Stipulation of
10 Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached. All
11 negotiations, statements and proceedings and data relating thereto shall be considered settlement and
12 mediation privileged, protected by California Evidence Code § 1152 and related laws, and shall be
13 without prejudice to the rights of any of the Parties.

14 38. Payroll Taxes: Defendant will pay up to \$1,000.00 of employer-side payroll taxes on
15 the sum from the Gross Settlement Amount allotted to wages. Should employer-side payroll taxes
16 exceed \$1,000.00, the additional amount owed shall be paid from the Gross Settlement Amount. The
17 Settlement Administrator shall calculate the total employer-side payroll taxes due on the wage portion
18 of the Net Settlement Amount after final approval of the settlement and prior to Defendant's funding
19 of the Gross Settlement Amount.

20 39. Gross Settlement Amount: To implement the terms of this Settlement, Defendant
21 agrees to pay a maximum total payment of One Hundred Thirty Five Thousand Dollars and Zero Cents
22 (\$135,000.00) which includes payments to Settlement Class Members (excluding any appropriate and
23 lawfully required employer-side payroll taxes paid pursuant to section 38), Incentive Award to the
24 Class Representative, the PAGA Payment, the Settlement Administrator's fees and costs, approved
25 attorneys' fees and litigation costs, and any other payments provided by this Settlement. Except as
26 otherwise specified herein, Defendant shall not be required to pay any additional monies beyond the
27 amount of the Gross Settlement Amount plus a maximum of \$1,000.00 for the employer-side payroll
28 taxes on the wage portion of the settlement (as set forth in paragraph 38). Further, no portion of the

1 Gross Settlement Amount shall revert to Defendant, and any amount of the Gross Settlement Amount
2 not required to pay the above referenced amounts shall be paid to the Settlement Class Members on a
3 pro rata basis according to the formula contained herein.

4 40. Funding of Settlement Amount: Defendant shall transfer to the Settlement
5 Administrator the Gross Settlement Amount pursuant to the Payment Schedule. The delivery of the
6 entire Gross Settlement Amount and up to \$1,000.00 of the employer's share of payroll taxes (as
7 explained in Paragraph 38) to the Settlement Administrator shall constitute full and complete discharge
8 of the entire obligation of Defendant under this Settlement. Once Defendant has made such payments,
9 it will be deemed to have satisfied all terms and conditions under this Settlement, shall be entitled to
10 all protections afforded to Defendant under this Settlement, and shall have no further obligations under
11 the terms of the Settlement regardless of what occurs with respect to those sums.

12 41. Allocation of the Gross Settlement Amount: Subject to Court approval and the
13 conditions specified in this Agreement, and in consideration of the mutual covenants and promises set
14 forth herein, the Parties agree the Gross Settlement Amount shall encompass the following: (1) Class
15 Counsel's fees and expenses; (2) the Plaintiff's Incentive Award; (3) the Settlement Administrator's
16 costs; (4) the PAGA Payment (including both the PAGA payment to the LWDA and the PAGA
17 Settlement Checks); and (5) the Net Settlement Amount. After the deduction of the amounts approved
18 for the Incentive Award to the Class Representative, the PAGA Payment, the Settlement
19 Administrator's costs, Class Counsel's fees and expenses, the remainder shall be referred to as the Net
20 Settlement Amount.

21 a. The Net Settlement Amount shall be allocated as follows:

- 22 i. Two-thirds of the Net Settlement shall be allocated to paying the Individual
23 Settlement Payments of Class Members employed by Defendant as truck
24 drivers (the "Trucker Net Settlement Amount"); and
25 ii. One-third of the Net Settlement Amount shall be allocated to paying the
26 Individual Settlement Payments of Class Members employed by Defendant in
27 positions other than truck drivers (the "Non-Trucker Net Settlement Amount")
28 (collectively, the "Net Settlement Amounts").

1 b. The Trucker Net Settlement Amount shall be divided among the Settlement Class
2 Members employed by Defendant as truck drivers on a pro-rata basis, based upon the
3 following:

4 i. Each Settlement Class Member employed by Defendant as a truck driver's
5 weeks worked count, which shall be the sum of the total number of weeks the
6 Settlement Class Members worked as truck drivers for Defendant during the
7 Class Period;

8 ii. Divided by the combined sum of all Settlement Class Members employed by
9 Defendant as truck drivers' weeks worked count; and

10 iii. Multiplied by the value of the Trucker Net Settlement Amount. Each Settlement
11 Class Member employed by Defendant as a truck driver's calculation of total
12 weeks worked and estimated share of the Trucker Net Settlement Amount shall
13 be identified in the Notice.

14 c. The Non-Trucker Net Settlement Amounts shall be divided among the Settlement Class
15 Members employed by Defendant in positions other than truck driver on a pro-rata
16 basis, based upon the following:

17 i. Each Settlement Class Member employed by Defendant in positions other than
18 truck driver's weeks worked count, which shall be the sum of the total number
19 of weeks the Settlement Class Members employed by Defendant in positions
20 other than truck driver worked during the Class Period;

21 ii. Divided by the combined sum of all Settlement Class Members employed by
22 Defendant in positions other than truck drivers' weeks worked count; and

23 iii. Multiplied by the value of the Non-Trucker Net Settlement Amount. Each
24 Settlement Class Member employed by Defendant in positions other than truck
25 driver's calculation of total weeks worked and estimated share of the Non-
26 Trucker Net Settlement Amount shall be identified in the Notice.

27 d. The Parties agree that if any Settlement Class Member disputes the basis for
28 determining their share of the Settlement, Defendant's records shall presumptively

control unless the Settlement Class Member can produce written evidence and/or documentation of other weeks worked during the relevant time period. The Parties further agree that any dispute that cannot be resolved by Class Counsel and Defendant's counsel may be brought before the Court before final approval of the Class Settlement.

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

f. Fifteen percent (15%) of the Net Settlement Amount distributed to each Settlement Class Member will be considered wages, and will be reported as such to each Settlement Class Member on an IRS Form W-2. The Parties agree that eighty-five percent (85%) of the Net Settlement Amount distributed to each Settlement Class Member will be considered penalties, premiums and/or interest, and will be reported as such to each Settlement Class Member on an IRS Form 1099 misc., if applicable. The Parties further agree that the PAGA payment distributed to each PAGA Employee will be treated entirely as civil penalties, and will be reported as such to each PAGA Employee on an IRS Form 1099-Misc, if applicable.

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

h. Any portion of the Net Settlement Amount not cashed within one-hundred eighty (180) days from the date of issuance of the check shall be paid to the *cy pres* recipient, St. Jude Children's Research Hospital.

42. PAGA Payment: Subject to the Court's Approval, up to a maximum of Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be allocated as the PAGA Payment. Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), representing 75% of the PAGA Payment, shall be paid to the LWDA. Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), representing 25% of the penalties paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA

1 Employee Payments. The PAGA Employees shall release their PAGA claims in their entirety and
2 may not opt out of or object to the PAGA release. To arrive at the PAGA Employee Payments, the
3 portion of the PAGA Payment allocated to the PAGA Employees shall be divided among the PAGA
4 Employees on a pro-rata basis, based upon the following:

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

10 43. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual
11 Settlement Payments, PAGA Employee Payments, and the Incentive Award shall not be utilized to
12 calculate any additional benefits under any benefit plans to which any Plaintiff, Settlement Class
13 Members and/or PAGA Employee may be eligible including, but not limited to: retirement plans,
14 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
15 PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Settlement
16 Agreement will not affect any rights, contributions, or amounts to which Plaintiff, Settlement Class
17 Members and PAGA Employees may be entitled under any benefit plans. This Settlement Agreement
18 will also not affect any rights, contributions, or amounts relating to Defendant under any benefits plans
19 or cause Defendant to pay any amounts associated with any benefit plans.

20 44. Settlement Administrator: The Settlement Administrator shall be ILYM Group, Inc.
21 (the "Settlement Administrator"). The Settlement Administrator will maintain acceptable electronic
22 and physical security protocols to adequately protect and safeguard the private employee information
23 it will have access to as a result of the claims process. The fees and expenses of the Settlement
24 Administrator, which is currently estimated at approximately Four Thousand Five Hundred Dollars
25 and Zero Cents (\$4,500.00), shall be paid through the Gross Settlement Amount.

26 45. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Class Counsel
27 shall seek attorneys' fees, which collectively shall not exceed one-third of the Gross Settlement
28 Amount, up to Forty-Five Thousand Dollars and Zero Cents (\$45,000.00), plus reasonable

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

46. Class Representative's Incentive Award: Subject to the Court's approval, the Class Representative will be paid an Incentive Award in an amount up to a maximum of Ten Thousand Dollars and Zero Cents (\$10,000.00) for his service as Class Representative, which shall be paid from the Gross Settlement Amount. Defendant will not object to Class Counsel's application for Court approval of an Incentive Award to the Class Representative in the amount of Ten Thousand Dollars (\$10,000.00). It is understood that the Incentive Award is in addition to any claimed Individual Settlement Payment or PAGA Employee Payment to which Plaintiff is entitled. The Incentive Award shall not be deemed wages and will be reported on an IRS Form 1099-Misc, if applicable.

47. Tax Forms: The Settlement Administrator shall be responsible for issuing the payments and withholding all required state and federal taxes in accordance with this Stipulation of Settlement. The Settlement Administrator will issue IRS Forms W-2 with respect to the amounts paid as wages to the Settlement Class Members, and IRS Forms 1099 with respect to the amounts paid as interest and penalties to the Settlement Class Members and PAGA Employees. The Settlement Administrator will also issue IRS Forms 1099 to: (1) Plaintiff for the Incentive Award; and (2) Class Counsel for the amount paid for approved fees and costs. The Settlement Administrator will be responsible for preparing these forms correctly. The Settlement Administrator shall also be responsible for submitting

1 Defendant's share of payroll taxes to the appropriate government agencies on behalf of Defendant.
2 Plaintiff and Class Counsel will be responsible for correctly characterizing this compensation for tax
3 purposes and for paying any taxes on the amounts received.

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

12 **NOTICE TO THE SETTLEMENT CLASSES**

13 49. Within twenty (20) calendar days of preliminary approval of this Settlement by the
14 Court, Defendant shall provide to the Settlement Administrator the following information ("Class
15 Member List"):

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

22 50. The Settlement Administrator (along with any of its agents) shall represent and warrant
23 that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards,
24 including a reasonable security protocol, for any personally identifiable information including without
25 limitation the information contained in Paragraph 49 (collectively defined as "PII"), which it receives
26 from Defendant's Counsel and/or Class Counsel; (2) not disclose the PII to third parties, including
27 agents or subcontractors, without Defendant's consent; (3) not disclose or otherwise use the PII other
28 than to carry out its duties as set forth herein; and (4) promptly provide Defendant with notice if PII is

1 subject to unauthorized access, use, disclosure, modification, or destruction. The Settlement
2 Administrator may provide notice to both parties if the PII is subject to unauthorized access, use,
3 disclosure, modification or destruction; however, all additional communications from the Settlement
4 Administrator regarding the scope, circumstances, and substance shall be communicated solely to
5 Defendant. The PII will otherwise remain confidential by Plaintiff and Class Counsel, and will not be
6 disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the
7 reasonable efforts to administer this Settlement, pursuant to Defendant's express written authorization,
8 or by order of the Court. All PII will be used for settlement notification and settlement administration
9 and shall not be used for any other purpose by Class Counsel. This provision shall not be construed
10 to impede Class Counsel's ability to discharge their fiduciary duties to the Class Members, and if
11 additional disclosures are necessary, Class Counsel will obtain written authorization of Defendant
12 and/or an order from the Court.

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

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

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

- 27 a. Mailing the Notice to Class Members as directed by the Court;
28 b. Consulting with counsel for the Parties concerning any relevant issue, including

(without limitation) the estimated amounts of approximate Individual Settlement Payments, PAGA Employee Payments, and the acceptance of any late or deficient disputes;

- c. Keeping track of timely and proper requests for exclusion;
- d. Calculation of the Individual Settlement Payments, PAGA Employee Payments, and the PAGA Payment to the LWDA;
- e. Providing weekly status reports to counsel for the Parties, including: (a) the number of Notices mailed (including information regarding undeliverable Notices); (b) the number of disputes received (and sending copies of said disputes); (c) the number of objections received; and, (d) the number of requests for exclusion received;
- f. Notifying Counsel for Defendant of the wiring instructions to fund the Settlement Amount as approved by the Court;
- g. Preparing the checks containing the Individual Settlement Payments;
- h. Distributing and paying the Incentive Award, Individual Settlement Payments, PAGA Employee Payments, the PAGA Payment to the LWDA, and fees and costs awarded to Class Counsel;
- i. Issuing tax forms and addressing employer and employee-side payroll taxes; and
- j. Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members.

REQUESTS FOR EXCLUSION

54. Each Class Member shall have forty-five (45) calendar days from the mailing of the Notice within which to complete and postmark a written request for exclusion, for return to the Settlement Administrator. The request need not be in any particular form and will be considered a valid request for exclusion so long as it communicates a clear desire by the Settlement Class Member not to be included in the Settlement and/or Settlement Class, and identifies his/her/their full name and date of birth, and current address along with his/her/their signature. No requests for exclusion shall be accepted if postmarked after the forty-five (45) calendar day period for the filing of exclusions. Class Members are responsible to maintain a photocopy of their request for exclusion, reflecting that

1 it was submitted in a timely manner. Any disputes regarding the timeliness of a request for exclusion
2 or whether a written communication constitutes a valid request that cannot be resolved between the
3 Parties shall be determined by the Court, whose determination shall be final. Class Members shall
4 have no right to request exclusion from the PAGA release or PAGA Payment

5 55. Any Class Member who validly excludes himself/herself/themselves from this
6 Settlement shall not be bound by this Settlement Agreement and shall not be entitled to any portion of
7 the Net Settlement Amount, except for his or her inclusion in the PAGA release and his or her portion
8 of the PAGA Payment if applicable.

9 56. If eight (8) or more of the Class Members opt out of the Settlement by submitting valid
10 and timely requests for exclusion, Defendant shall have the sole and absolute discretion to rescind/void
11 the Settlement Agreement within twenty (20) days after receiving from the Settlement Administrator
12 the final list of requests for exclusion. In the event that Defendant elects to rescind/void the Settlement
13 Agreement, the Defendant shall provide written notice of such rescission to the Plaintiff. Such
14 rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy
15 a condition of settlement, and the Settlement Agreement shall become null and void and have no
16 further force or effect. The Parties specifically agree not to solicit opt-outs, directly or indirectly,
17 through any means.

18 **OBJECTIONS TO THE SETTLEMENT**

19 57. Each Class Member shall have forty-five (45) calendar days from the mailing of the
20 Notice, or such number of days as the Court shall specify, within which to postmark an objection, for
21 return to the Settlement Administrator. Any Class Member, who does not affirmatively opt-out of the
22 Settlement by submitting a valid and timely request for exclusion, may object to the approval of class
23 action settlement ("Objecting Class Member"). Any Class Member who makes a timely request for
24 exclusion waives his/her/their right to object. The Objecting Class Member shall inform the Court and
25 the Parties in the objection of (1) full name and current address of the Objecting Class Member; (2)
26 the specific reason(s) for the objection; and (3) shall also provide any and all evidence and supporting
27 papers (including, without limitation, all briefs, written evidence, and declarations) to be considered
28 by the Court.

1 58. Any Objecting Class Member who wishes to appear at the Final Approval Hearing and
2 be heard orally in support of, or in opposition to the class action settlement, need not state so in the
3 objection.

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

6 60. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
7 Class Members to submit written objections to the Settlement or to appeal from the Court's Final
8 Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such
9 objections to this Settlement.

10 **RELEASE OF CLAIMS BY CLASS REPRESENTATIVE, SETTLEMENT CLASS**

11 **MEMBERS, AND PAGA EMPLOYEES**

12 61. The "Class Released Claims". Upon the date Defendant funds the Gross Settlement
13 Amount, Plaintiff and all Class Members will release the Released Parties from all claims based on
14 the factual allegations, demands, rights, liabilities and causes of action that were pled, or which could
15 have been pled based on the factual allegations in Plaintiff's August 17, 2020 PAGA Letter and May
16 18, 2021 Amended PAGA Letter relating to the Action (collectively the "PAGA Letters") and in the
17 class and representative action complaint (Kern County Superior Court Case No. BCV-20-102541)
18 (the "Complaint") including without limitation claims for Defendant's alleged: (i) civil penalties
19 pursuant to Labor Code §§ 2699 et seq., the Private Attorney General Act ("PAGA"), (ii) unpaid
20 missed meal breaks pursuant to Labor Code §§ 226.7, 1198, and 512, (iii) unpaid missed rest breaks
21 pursuant to Labor Code §§ 226.7 and 1198, (iv) failure to pay all overtime wages in violation of Labor
22 Code §§ 510 and 1198, (v) failure to provide rest days in violation of Labor Code §§ 551-553, (vi)
23 failure to pay for all wages earned in violation of Labor Code § 204 (vii) failure to maintain accurate
24 payroll records in violation of Labor Code §§ 226 and 1174, (viii) wages not paid upon separation in
25 violation of Labor Code §§ 201-203, (ix) failure to pay minimum wages in violation of Labor Code
26 §§ 1194 and 1197, and (x) violation of California Business and Professions Code § 17200 et seq.; and
27 (xi) any and all wage and hour claims and that were asserted or could have been asserted based on the
28 allegations contained in the PAGA Letters and Complaint, arising at any time during the Class Period.

1 The claims set forth hereinabove shall be collectively referred to as the “Class Released Claims.”

2 62. Release of PAGA Claims. Upon the date Defendant funds the Gross Settlement
3 Amount, Plaintiff and the PAGA Employees hereby do and shall be deemed to have fully, finally, and
4 forever released, settled, compromised, relinquished and discharged any and all of the Released Parties
5 of and from any and all civil penalty claims and PAGA claims predicated on the claims that were
6 asserted or could have been asserted based on the allegations contained in the PAGA Letters and
7 Complaint. The PAGA Employees will be issued a check for their share of the PAGA Payment and
8 will not have the opportunity to opt out of the PAGA Payment and release of the PAGA Claims set
9 forth in this Paragraph. The PAGA Employees are bound by the release of the PAGA Claims
10 regardless of whether they cash or deposit their PAGA Employee Payment.

11 63. Release of Claims by Class Representative. Upon the date Defendant funds the Gross
12 Settlement Amount, and as a condition of receiving any portion of his Incentive Award, the Class
13 Representative, for himself only, agrees to the additional following General Release: In consideration
14 of Defendant’s promises and agreements as set forth herein, the Class Representative hereby fully
15 releases the Released Parties from any and all Class Released Claims and also generally releases and
16 discharges the Released Parties from any and all any claims for wages, bonuses, severance pay,
17 vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any
18 claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or
19 damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied,
20 any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of
21 negligence, any theory of retaliation, any legal restriction on any Defendant’s right to terminate the
22 employment relationship, or any federal, state, or other governmental statute, executive order,
23 regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided
24 by law. Class Representative shall be deemed to have, and by operation of the Court’s Final Order and
25 Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the
26 provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar
27 provision under federal or state law that purports to limit the scope of a general release. Class
28 Representative, for himself, has read Section 1542 of the Civil Code of the State of California, which

provides as follows:

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

The Class Representative understands that Section 1542 gives the right not to release existing claims of which he is not now aware unless the Class Representative voluntarily chooses to waive this right. Having been so apprised, the Class Representative nevertheless voluntarily waives the rights described in Section 1542, and elects to assume all risks for claims that now exist in their favor, known or unknown. The release of the claims of the Class Representative as set forth in this Paragraph is a condition precedent to enforcement of this Stipulation of Settlement.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS CERTIFICATION

64. For settlement purposes only, the Parties agree that the Class as defined in Paragraph 3 herein, and which will run through the end of the Class Period, may be certified in the Action. The Parties are not certifying any PAGA claims. In support of this Agreement, Plaintiff will request that the Court certify for settlement purposes the Class as to all non-PAGA claims that have been asserted, which Defendant shall not oppose or object to.

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

- a. Scheduling of the Final Approval Hearing, which will not be scheduled any earlier than March 31, 2022, on the question of whether the proposed Settlement, including payment of attorneys' fees and costs and the Incentive Award should be finally approved as fair, reasonable and adequate as to the Settlement Class Members and for approval of the PAGA Settlement;
- b. Certifying the Settlement Class;

1 c. Approving the Class Notice attached hereto as **Exhibit A**;

2 d. Directing the mailing of the Notice by first class mail to the Class Members and PAGA
3 Employees; and

4 e. Preliminarily approving the Settlement subject only to the objections of the Class
5 Members and final review by the Court.

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

8 67. The Class Representative and Class Counsel will not make any public disclosure of the
9 Settlement until after the filing of the motion for preliminary approval of the Settlement, and the filing
10 of the motion for preliminary approval of the Settlement shall be the only public disclosure made by
11 the Class Representative and Class Counsel. The Class Representative and each Class Counsel
12 represent that they have not made any such disclosure. The Class Representative and Class Counsel
13 shall not encourage any Class Members to opt-out. Class Counsel will take all steps necessary to
14 ensure that the Class Representative is aware of, and will instruct him to adhere to, the restriction
15 against any public disclosure of the Settlement pursuant to this paragraph. Class Counsel and the Class
16 Representative agree not to publicize the terms of this Settlement to the public or with the media,
17 including but not limited to, any newspaper, journal, magazine, website, or online reporter of
18 settlements.

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

20 68. Following final approval by the Court of the Settlement provided for in this Stipulation
21 of Settlement, Class Counsel shall submit a proposed Final Order and Judgment in approximately the
22 following form and with input from Defendant's Counsel: Approving the Settlement, adjudging the
23 terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and
24 provisions including the approval of Class Counsel's application for an award of attorneys' fees and
25 costs and the Incentive Awards to the Class Representatives. The Parties will work cooperatively to
26 mutually agree upon the form and content of the Proposed Order Granting Final Approval of the Class
27 Settlement and Approval of the PAGA Settlement and Judgment.

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

69. Subject to the obligations of mutual full cooperation set forth herein, either Plaintiff or Defendant may terminate this Settlement if after submitting the settlement for approval to the Court, the Court declines to enter the preliminary approval order, the final approval order, or judgment in substantially the form submitted by the Parties, or if the Stipulation of Settlement as agreed does not become final because of appellate court action. The terminating Party shall give to the other Party (through counsel) written notice of its decision to terminate no later than fourteen (14) calendar 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 Agreement is terminated, Defendant shall have no obligation to make any payments to any party, Settlement Class Member, PAGA Employee or Class Counsel.
- (c) The preliminary approval order, final approval order and judgment shall be vacated.
- (d) The Stipulation of Settlement and all negotiations, statements and proceedings relating thereto shall all be considered mediation and settlement privileged to the fullest extent provided by law, and without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.
- (e) Except as otherwise discoverable, neither this Stipulation of Settlement nor any ancillary documents, actions, statements or filings in furtherance of settlement or potential 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.

PARTIES' AUTHORITY

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

ESCALATOR CLAUSE

71. In the event the total number of Class Members exceeds 144, then the Gross Settlement

1 Amount shall be increased proportionally for each Class Member over 144, which increase will be an
2 additional \$937.50 per class member, calculated as the gross settlement amount divided by 144 class
3 members).

4 **MUTUAL FULL COOPERATION**

5 72. The Parties agree to fully cooperate with each other to accomplish the terms of this
6 Stipulation of Settlement, including, but not limited to, execution of such documents and taking of
7 such action as reasonably may be necessary to implement the terms of this Stipulation of Settlement.
8 The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts
9 contemplated by this Stipulation of Settlement and any other efforts that may become necessary by
10 order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth
11 herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall
12 take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

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

15 **NO PRIOR ASSIGNMENTS**

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

20 **NO ADMISSION**

21 75. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to
22 be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of
23 any Defendant. Each of the parties hereto has entered into this Stipulation of Settlement solely with
24 the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

25 **BREACH AND ENFORCEMENT ACTIONS**

26 76. The Parties will jointly request that the Court retain jurisdiction pursuant to California
27 Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In the event of
28 a breach of this Settlement, the non-breaching Party shall provide notice to the breaching party and

1 request that the breaching party cure any alleged breach. If the breach is not cured within thirty (30)
2 days of said notice, the non-breaching party may pursue legal action or other proceeding against any
3 other breaching party or parties to enforce the provisions of this Stipulation of Settlement or to declare
4 rights or obligations under this Stipulation of Settlement. In the event of such enforcement actions,
5 the successful party or parties shall be entitled to recover from the unsuccessful party or parties
6 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
7 enforcement actions. All such disputes shall be resolved by the Court.

8 NOTICES

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

13 To Plaintiff, the Settlement Class and Class Counsel:

14 Craig J. Ackermann (SBN: 229832)
15 **ACKERMANN & TILAJEF, P.C.**
16 1180 S. Beverly Drive, Suite 610
17 Los Angeles, CA 90035
18 Telephone: (310) 277-0614
Facsimile: (310) 277-0635
Email: cja@ackermanntilajef.com

Amir Seyedfarshi (SBN: 301656)
EMPLOYMENT RIGHTS LAW GROUP, APC
1180 S. Beverly Drive, Suite 610
Los Angeles, CA 90035
Telephone: (424) 777-0964
Email: amir@employmentrightslawgroup.com

19 **LAW OFFICES OF FARRAH**
20 **MIRABEL**
21 FARRAH MIRABEL (SBN 162933)
22 fmesq@fmirabel.com
1070 Stradella Road
23 Los Angeles, California 90077
Telephone: (714) 747-4447
Facsimile: (949) 417-1796

24 To Defendant and Defendant's Counsel:

25 Ian B. Wieland
26 ian@sw2law.com
27 Paul Parvanian
28 paulp@sw2law.com

SAGASER, WATKINS & WIELAND PC

5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000
Facsimile: (559) 473-1483

CONSTRUCTION

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

CAPTIONS AND INTERPRETATIONS

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

MODIFICATION

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

INTEGRATION CLAUSE

81. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein by reference, contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written, and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

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

CLASS MEMBER SIGNATORIES

83. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each member execute this Stipulation of Settlement. The Class Notice, Exhibit “A” hereto, will advise the Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member.

COUNTERPARTS

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

NO TAX ADVICE

85. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability. All Parties are independently relying on their own accountants and/or tax professionals in connection with all accounting and tax-related matters.

LIMITATION ON PUBLIC STATEMENTS

86. The Plaintiff and Class Counsel will keep the Complaint, the Action, the PAGA Letters, this Settlement, and this Settlement Agreement confidential through preliminary approval by the court of this Settlement. Thereafter, Plaintiff and Class Counsel agree to keep the Complaint, the Action, the PAGA Letters, this Settlement, and this Settlement Agreement confidential with respect to third parties, and not disclosed or publicized to any third parties. Confidentiality shall include, without limitation, no disclosures of any kind to the media, on any websites, or in any form of social media. Should the Plaintiff or Class Counsel be asked by any third parties about any matters associated with the Complaint, the Action, the PAGA Letters, this Settlement, and/or this Settlement Agreement, the response shall be that “the matter is resolved to the satisfaction of the Parties.” Exceptions to the obligation of confidentiality are (i) as is necessary to comply with the law, (ii) for tax preparation, (iii) order of a court subpoena or as otherwise permitted by law, and (iv) as is reasonably necessary to give notice to the Class Members and/or seek settlement approval from the Court.

///

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

4
5 Dated: _____, 2021

Manuel Rocha
Plaintiff and Class Representative

7 Dated: Sept 30, 2021

8 Luis Keith Lamb
Pres
9 Defendant Lamb Chops, Inc.

10
11 **APPROVED AS TO FORM AND CONTENT:**

12
13 Dated: _____, 2021

Farrah Mirabel
Counsel for Plaintiff and the Putative Class

15
16
17 Dated: _____, 2021

Craig J. Ackermann
Counsel for Plaintiff and the Putative Class

19
20 Dated: _____, 2021

Amir Seyedfarshi
Counsel for Plaintiff and the Putative Class

22
23
24 Dated: _____, 2021

Ian B. Wieland
Counsel for Defendant

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

4
5 Dated: 9/29, 2021

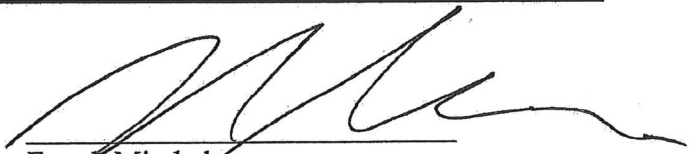

Manuel Rocha
Plaintiff and Class Representative

6
7
8 Dated: _____, 2021

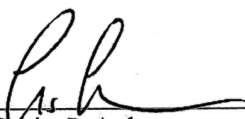
Defendant Lamb Chops, Inc.

9
10
11 **APPROVED AS TO FORM AND CONTENT:**

12
13 Dated: September 29, 2021


Farrah Mirabel
Counsel for Plaintiff and the Putative Class

14
15
16 Dated: September 30, 2021


Craig J. Ackermann
Counsel for Plaintiff and the Putative Class

17
18
19
20 Dated: 09/29/2021, 2021


Amir Seyedfarshi
Counsel for Plaintiff and the Putative Class

21
22
23 Dated: _____, 2021


Ian B. Wieland
Counsel for Defendant