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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CENTRAL DISTRICT

KRYSTAL ALVARADO on behalf of herself
and all other current and former aggrieved
California-based hourly non-exempt
employees,

Plaintiff,

v.

PRESSED JUICERY, INC.; PRESSED
JUICERY INC. F/K/A PRESSED JUICERY
LLC; and DOES 1 to 100, inclusive,

Defendant.

CASE NO. 20STCV43455– LEAD CASE

(Related to Case Nos. 21STCV15726 and
21STCV17365)

Assigned to the Honorable Kristin S.
Escalante

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE**

File Date: November 13, 2020

Trial Date: To be set

1 This Joint Stipulation of Settlement and Release (the “Joint Stipulation of Settlement”) is
 2 made and entered into by and among: (a) Plaintiff Krystal Alvarado (“Plaintiff” or “Alvarado”),
 3 on behalf of herself and each member of the “Settlement Class” (as defined below); and (b)
 4 Defendant Pressed Juicery, Inc. (“Defendant”).

5 **I. BACKGROUND; DENIALS OF LIABILITY**

6 On November 13, 2020, Plaintiff filed a representative action under the Private Attorneys’
 7 General Act, Labor Code section 2698 et. seq. (“PAGA”) as Los Angeles Superior Court Case No.
 8 20STCV43455, against Defendant (the “Action”). Defendant has denied all claims in the Action.

9 The Action names as defendants both Pressed Juicery, Inc. and “Pressed Juicery, Inc.
 10 F/K/A Pressed Juicery, LLC.” Defendant represents that the latter simply denotes that Defendant
 11 used to be, or was “formerly known as,” a limited liability company named “Pressed Juicery,
 12 LLC,” and that such limited liability company has been converted to a corporation. Accordingly,
 13 there is only one Defendant, Pressed Juicery, Inc.

14 In the Action, Plaintiff alleges, among other things, claims on behalf of certain hourly,
 15 non-exempt allegedly aggrieved employees who worked for Defendant. More particularly,
 16 Plaintiff alleges, among other things, that Defendant had, with respect to her individually and/or
 17 each such employee, violated PAGA by, among other things, failing to provide required meal or
 18 rest periods or to pay wage premiums for missing, short or late meal or rest periods; failing to
 19 provide complete and accurate wage statements; failing to pay all regular wages, minimum wages,
 20 and/or premium or overtime wages owed; failed to timely pay all earned wages and final
 21 paychecks due at the time of separation of employment; failed to reimburse business expenses;
 22 and failed to provide suitable employee seating. In the Action, Plaintiff seeks on behalf of these
 23 employees monetary relief (including damages, restitution, and penalties) and other relief.

24 The Parties participated in a full-day mediation before retired Superior Court Judge Lisa
 25 Hart Cole. During the mediation, the Parties reached a settlement in principle not only of the
 26 PAGA claims asserted in the Action, but also of any direct Labor Code or other claims arising out
 27 of similar facts on behalf not only of certain PAGA represented parties but also on behalf of the
 28 Settlement Class. This Joint Stipulation of Settlement, among other things, resolves and settles on

1 behalf of the Settlement Class and the PAGA Employees (as defined below): (a) all claims
2 asserted in the original complaint in Action; and (b) additional claims that could have been
3 asserted in the original complaint, and that are being asserted in agreed amended complaints
4 pursuant to this Joint Stipulation of Settlement in order to the complete the release and resolution
5 of such additional claims. However, Defendant denies, on behalf of itself and each of the
6 “Released Parties” as defined below, each and all such claims whether asserted or to be asserted
7 by Plaintiff individually or on behalf of any putative class or represented group. Also, Defendant,
8 on behalf of itself and each of the Released Parties: denies that any Released Party is liable in any
9 way to Plaintiff or any putative member of any class or any represented group; denies that Plaintiff
10 or any putative member of any class or any represented group is entitled to any monetary
11 compensation or payment of any kind (or any other form of relief) under California, federal, or
12 any other law; and denies that Plaintiff or any putative member of any class or any represented
13 group are, were, or could have been harmed by any conduct, acts, or omissions by Defendant or
14 any Released Party. Defendant also denies that any of the settled and released claims could ever
15 properly be certified as a class in any contested certification proceedings or could proceed as a
16 collective or representative action. However, Defendant has concluded that further litigation
17 would be uncertain, protracted, and expensive, and therefore desires to settle all the claims being
18 released in order to limit further cost, inconvenience, uncertainty, and distraction.

19 Defendant also contends that some or all of the Settlement Class are bound by arbitration
20 agreements that preclude, among other things, class or other joint proceedings. Nothing in this
21 Joint Stipulation is or shall be argued to be a waiver by Defendant of any rights to arbitrate or to
22 assert agreements barring class or other joint or representative actions. If for any reason, this Joint
23 Stipulation of Settlement is not finally approved and consummated, Defendant shall have
24 preserved and may assert without adverse effect from this Joint Stipulation of Settlement, any such
25 right to arbitration or bar to class or other joint or representative actions, whether in the Action or
26 other proceedings.

27 This Joint Stipulation of Settlement and all related documents, any action taken to
28 implement this Joint Stipulation of Settlement, and any statements, discussions, communications,

1 or materials prepared, exchanged, or used during the course of the negotiations leading to this
2 Joint Stipulation of Settlement, are “Settlement Documents and Information.” Settlement
3 Documents and Information are not discoverable and may not be used or admitted in any action or
4 proceeding, including any wage-and-hour or other proceeding against Defendant or the other
5 Released Parties, for any purpose, except in a proceeding to enforce the terms of this Joint
6 Stipulation of Settlement. In particular and without limitation, Settlement Documents and
7 Information may not be used or admitted during any later contested certification or representative
8 action proceedings to argue that Defendant admitted liability, that certification of a class or other
9 representative proceedings may be appropriate, that Defendant has waived any right to arbitrate or
10 to preclude class or other joint actions, or that any action can proceed as a collective or
11 representative action. Nothing in this Joint Stipulation of Settlement is an admission of any
12 liability or wrongdoing by any Released Party.

13 **II. DEFINITIONS**

14 As used in this Joint Stipulation of Settlement, the following terms have the meanings
15 specified below. Terms or phrases defined elsewhere in this Joint Stipulation of Settlement are
16 incorporated into this Definitions section by reference:

17 1. “Settlement Administrator” refers to CPT Group that will be engaged by Class
18 Counsel and paid out of the Maximum Settlement Amount, as described below, to perform the
19 notice, settlement administration, and distribution functions further described in this Joint
20 Stipulation of Settlement. The Settlement Administrator shall as a condition of selection provide
21 suitable indemnities against liability for its conduct.

22 2. “Class Counsel” refers to Joseph Lavi, Vincent Granberry, Melissa A. Huether, and
23 Courtney M. Miller of Lavi & Ebrahimian, LLP, 8889 W. Olympic Blvd., Suite 200, Beverly
24 Hills, California 90211.

25 3. “Class Member Allocation Amount” means the amount to be allocated under this
26 Settlement to individual Settlement Class Members as calculated below.

1 4. “Class Notice” means the notice of this Settlement, substantially in the form of
2 Exhibit A, to be sent to Settlement Class Members to notify them of this Settlement and their right
3 to Opt Out.

4 5. The “Class Period” means the time period from and including May 16, 2016
5 through and including July 30, 2021.

6 6. The “Deadline Date” means the last date for Settlement Class Members to
7 postmark, for return to the Settlement Administrator, Requests for Exclusion or Objections. The
8 Deadline Date shall be forty-five (45) days after the Settlement Administrator has postmarked the
9 Class Notice for mailing to Settlement Class Members, subject to adjustment in the case of re-
10 mailings, as specified in Section XVI below.

11 7. “Defendant” means Pressed Juicery, Inc.

12 8. “Effective Date” means the date on which the Superior Court’s judgment approving
13 this Joint Stipulation of Settlement becomes “Final.”

14 9. “Final” means the following with respect to the Superior Court’s Final Class
15 Judgment approving this Joint Stipulation of Settlement:

16 A. The 65th calendar day after notice of entry of the Final Class Judgment,
17 plus any extension of the time to appeal resulting from the filing of a motion that extends the
18 deadline to appeal (assuming no appeal, writ or other request for appellate review is filed within
19 the foregoing time period).

20 B. If any appeal, writ, or other request for appellate review is filed within the
21 foregoing time period, the date when that appeal, writ, or request for appellate review is finally
22 ruled upon, denied, or dismissed, and no other appeal, writ or appellate review is possible.

23 10. “Final Class Judgment” means the judgment to be entered by the Superior Court,
24 substantially in the form of Exhibit C, approving this Joint Stipulation of Settlement without
25 material change, confirming the releases of claims by Participating Class Members and by PAGA
26 Employees, and finally resolving the Action.

27 11. “Job Position” means any hourly non-exempt retail California-based job position
28 with Defendant or its predecessor.

1 12. “Maximum Settlement Amount” means the amount defined in Section IV below.

2 13. “Net Settlement Amount” means the amount specified in Section IX below.

3 14. “Opt Out(s)” means any Settlement Class Member who submits a complete and
4 timely request to be excluded from this Settlement, by submitting a Request for Exclusion under
5 the procedures set forth below.

6 15. The “PAGA Employees” are defined in Section VIII below.

7 16. The “PAGA Period” means the time period from and including April 6, 2019 to
8 July 30, 2021.

9 17. “Participating Class Member” means any Settlement Class Member who does not
10 submit a timely Request for Exclusion under the procedures set forth below.

11 18. The “Parties” means Defendant, Plaintiff, and the Settlement Class.

12 19. “Plaintiff” means Krystal Alvarado, the plaintiff in the Action.

13 20. The “Preliminary Approval Order” means the order to be entered by the Superior
14 Court and substantially in the form of Exhibit B preliminarily approving this Joint Stipulation of
15 Settlement.

16 21. The “Released Parties” means: (a) Defendant and each and all past or present
17 partners, parents, subsidiaries, or affiliates (regardless whether such partners, parents, subsidiaries,
18 or affiliates are individuals, corporations, partnerships, limited partnerships, limited liability
19 companies, or other forms of entity) of Defendant; (b) each and all of the predecessor or successor
20 entities of any of those entities identified in subparagraph (a); (c) any other individuals or entities
21 of any kind, including but not limited to any payroll companies, which have been or could be
22 alleged to be in any manner responsible (whether on an alter ego, joint employer, integrated
23 enterprise, or any other theory) for any violations described in the releases below and occurring as
24 a result of employment in a Job Position; and (d) all past and present directors, officers,
25 representatives, insurers, agents, shareholders, limited or general partners, members, lawyers, and
26 employees of any of the individuals or entities identified in subparagraphs (a), (b), or (c).

27 22. “Request for Exclusion” means a Settlement Class Member’s request, in writing,
28 for exclusion from the Settlement.

23. "Settlement" means the settlement reflected in and to be effectuated through this Joint Stipulation of Settlement.

24. "Settlement Class" means the Settlement Class as defined below in Section III.

25. "Settlement Class Members" means all members of the Settlement Class, including any Opt Outs.

26. "Superior Court" means the Los Angeles County Superior Court.

III. THE SETTLEMENT CLASS

For purposes of this Joint Stipulation of Settlement only, the Parties agree to seek, under the procedures described below, the Superior Court's approval of certification of the following "Settlement Class": All persons employed by Defendant in a Job Position at any time during the Class Period. The Settlement Class shall include any heirs, successors, or assigns or purported assigns of the above-described persons.

IV. MAXIMUM SETTLEMENT AMOUNT

The maximum amount to be paid under this Settlement is One Million Six Hundred and Fifteen Thousand Dollars and No Cents (\$1,615,000.00) (the "Maximum Settlement Amount"). This Settlement is based on 348,975 shifts by Settlement Class Members during the Class Period in a Job Position as of July 31, 2021. Defendant will provide a declaration confirming these numbers. Should the number of such shifts as of the end of the Class Period exceed such stated number by more than 2%, Defendant shall increase the Maximum Settlement Amount by an equal percentage. The Maximum Settlement Amount shall be used to pay all of Class Counsel's attorneys' fees and costs, all costs of settlement administration, all class representative enhancement fees paid to Plaintiff, all payments to the California Labor Workforce and Development Agency, all settlement payments to Participating Class Members, all payments to the PAGA Employees, and the employee's share of all "Wage Withholdings" (as defined below) on such payments. No Released Party shall be required to pay anything above or beyond the Maximum Settlement Amount, under any circumstance, as a result of this Settlement, except Defendant's obligation to pay the employer's share of taxes with respect to the wage portions of Participating Class Members' settlement payments.

V. PAYMENT TO PLAINTIFF OF CLASS REPRESENTATIVE ENHANCEMENT FEES AND TO PLAINTIFF FOR A GENERAL RELEASE

Plaintiff will apply to the Superior Court for approval of class representative enhancement fees in the amount of no more than Nine Thousand Nine Hundred Dollars and No Cents (\$9,900.00) ("Class Representative Enhancement Fee"). Defendant will not oppose Class Counsel's request of a Class Representative Enhancement Fee up to this specific amount, and the Settlement Administrator will pay Plaintiff (from the Maximum Settlement Amount) the Class Representative Enhancement Fee awarded by the Superior Court. Plaintiff understands and agrees that the Superior Court may in its discretion award a lesser amount as enhancement fees, and Plaintiff agrees that she will accept whatever amount, if any, the Superior Court may in its discretion award as Class Representative Enhancement Fee. If Plaintiff receives enhancement fees in less than the specified amount, any such reduction shall constitute part of the amount to be distributed pursuant to Section IX as described below.

Plaintiff agrees that the Class Representative Enhancement Fee awarded to Plaintiff is not a wage payment. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for her Class Representative Enhancement Fee. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Class Representative Enhancement Fee. Plaintiff agrees to indemnify the Released Parties for any tax obligations arising out of payments to her of her class representative enhancement fees. The Class Representative Enhancement Fee is in addition to the Class Member Allocation Amount and Individual PAGA Payment to be paid to Plaintiff. The Enhancement Fee represents payment for the time incurred and services rendered by Plaintiff on behalf of the Settlement Class in obtaining this Settlement and a payment for her general release.

VI. ATTORNEYS' FEES AND COSTS

Class Counsel will apply to the Superior Court for approval of reasonable attorneys' fees incurred for representing Plaintiff, the Settlement Class, and the PAGA Employees in the Action in an amount not to exceed one-third of the Maximum Settlement Amount, or a maximum total of Five Hundred Thirty-Eight Thousand Dollars and Thirty-Three Cents (\$538,333.33) ("Attorneys' Fees"). If the escalator provision in section IV is triggered and the Maximum Settlement Amount

1 is increased, Class Counsel shall, at its discretion, increase its request for attorneys' fees so that it
2 remains one-third of the Maximum Settlement Amount. Class Counsel will also apply to the
3 Superior Court for an award of actual costs in an amount of not more than Fifteen Thousand
4 Dollars and No Cents (\$15,000.00) (together, "Attorneys' Fees and Costs"). Defendant will not
5 oppose Class Counsel's request for an award of Attorneys' Fees and Costs up to the specified
6 amounts, and the Settlement Administrator will pay Class Counsel (from the Maximum Settlement
7 Amount) the fees and costs awarded by the Superior Court up to the specified amounts.

8 Class Counsel and Plaintiff understand and agree that the Superior Court may in its
9 discretion award lesser amounts in Attorneys' Fees and Costs than requested by Class Counsel. If
10 Class Counsel receive Attorneys' Fees or Costs in less than the specified amounts, any such
11 reduction shall not revert to Defendant but shall instead constitute part of the amount to be
12 distributed pursuant to Section IX below.

13 The amounts so awarded shall be for and in complete satisfaction of all attorneys' fees and
14 costs incurred to date by Plaintiff and/or Class Counsel on behalf of Plaintiff, the Settlement Class,
15 and the PAGA Employees, and of all such future fees and costs including, but not limited to, fees
16 and costs incurred in documenting this Settlement, securing Superior Court approval of this
17 Settlement, monitoring this Settlement, reviewing and participating in the settlement
18 administration process, and obtaining the Final Class Judgment.

19 The Settlement Administrator will give Class Counsel an IRS Form 1099 for the
20 Attorneys' Fees and Costs awarded. Class Counsel understand and agree that they shall be solely
21 responsible for any and all taxes and/or penalties arising from payment of the costs and attorneys'
22 fees provided herein. Not later than the Effective Date, Class Counsel shall provide a fully and
23 properly executed IRS Form W-9 for purposes of the payments which the Settlement
24 Administrator will electronically wire to Class Counsel.

25 **VII. SETTLEMENT ADMINISTRATION AND EXPENSES**

26 The Parties have agreed to use CPT Group to administer the Settlement and have allocated
27 Twenty-Seven Thousand Dollars and No Cents (\$27,000.00) to reimbursement of costs for
28 administration which will be paid from the Maximum Settlement Amount ("Settlement

Administration Costs”). The Settlement Administrator has agreed to perform the claims administration duties set forth in this Agreement for that flat amount. The Settlement Administrator shall send the Class Notice to Settlement Class Members and prepare and issue the checks to Participating Class Members for their Class Member Allocation Amounts and to PAGA Employees for their Individual PAGA Payment, to Class Counsel for Attorneys’ Fees and Costs, to Plaintiff for the Class Representative Enhancement Fee and the general release payment, and to the California Labor Workforce Development Agency (“LWDA”) (all as specified above or below). The Settlement Administrator shall establish a Qualified Settlement Fund, pursuant to Treasury Regulations section 1.468B for purposes of distributing these amounts. The Settlement Administrator shall file all required tax returns for the Qualified Settlement Fund, and shall calculate, and then remit to appropriate taxing and other governmental authorities, all amounts to be deducted or paid on account of the Class Member Allocation Amounts, including employee’s share of “Wage Withholdings,” as more specifically described and defined below. The Settlement Administrator shall provide appropriate indemnities against mistakes or inaccuracies in such tasks and against any misuse or breach of confidentiality for Settlement Class Members’ social security numbers, telephone numbers, addresses, or other private information. The Settlement Administrator shall perform all other tasks necessary to administer the Settlement. All disputes relating to the Settlement Administrator’s performance of its duties shall be referred to the Superior Court for a final and binding determination, not subject to further review or appeal of any kind.

VIII. PAYMENTS TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

The Parties have agreed to pay a certain sum to the California Labor and Workforce Development Agency (“LWDA”) in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The Parties have agreed that a total of Two Hundred Thousand Dollars and No Cents (\$200,000.00) of the Maximum Settlement Amount will be allocated to the resolution of Settlement Class Members’ claims arising under PAGA for the PAGA Period (“PAGA Settlement Amount”). Pursuant to PAGA, Seventy-Five Percent (75%), or One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), of the

1 PAGA Settlement Amount will be paid to the LWDA (“LWDA Payment”), and Twenty-Five
2 Percent (25%), or Fifty Thousand Dollars and No Cents (\$50,000.00), of the PAGA Settlement
3 Amount shall be distributed to Settlement Class Members (not excluding but instead including any
4 Opt Outs) who were employed in a Job Position during any part of the PAGA Period (the “PAGA
5 Employees”) as specified below. This \$50,000 shall be referred to as the “PAGA Portion.”

6 The Settlement Administrator will pay to the LWDA, in accordance with California Labor
7 Code section 2699(i), the amount of One Hundred Fifty Thousand Dollars and No Cents
8 (\$150,000.00). The Settlement Administrator will advise Class Counsel when this payment is
9 made.

10 **IX. PAYMENTS TO PARTICIPATING CLASS MEMBERS**

11 After the Class Representative Enhancement Fees, Attorneys’ Fees and Costs, costs of
12 settlement administration, and the LWDA Payment (as specified above) have been satisfied from
13 the Maximum Settlement Amount, the remainder (i.e., the “Net Settlement Amount”) shall be
14 available to satisfy the employee’s share of Wage Withholdings, to pay PAGA Employees their
15 share of the PAGA Portion, and to pay Settlement Class Members who did not Opt Out (i.e.,
16 Participating Class Members) their share of the rest of the Net Settlement Amount.

17 Under this Joint Stipulation of Settlement, each Participating Settlement Class Member
18 shall be allocated a Class Member Allocation Amount. The Class Member Allocation Amount for
19 each Settlement Class Member who does not Opt Out and is thus deemed a Participating Class
20 Member shall be calculated as follows: (a) the number of shifts each Participating Class Member
21 worked in a Job Position during the Class Period; divided by (b) the aggregate number of shifts for
22 all Participating Class Member as calculated under subparagraph (a); and then multiplied by (c)
23 the Net Settlement Amount minus the PAGA Portion. The shifts worked shall be calculated using
24 Defendant’s payroll and timekeeping records.

25 Because PAGA Employees cannot opt out of the PAGA claims, each PAGA Employee,
26 whether or not a Participating Class Member, shall receive his or her share of the PAGA Portion
27 (“Individual PAGA Payment”) calculated as follows: (a) the number pay periods each PAGA
28 Employee worked in a Job Position during the PAGA Period; divided by (b) the aggregate number

1 of pay periods worked by all PAGA Employees in a Job Position during the PAGA Period; and
2 then multiplied by (c) the PAGA Portion. Participating Class Members who are also PAGA
3 Employees will receive their Individual PAGA Payments in addition to their Class Member
4 Allocation Amount. PAGA Employees who opt out, and therefore are not Participating Class
5 Members, will receive only their Individual PAGA Payments.

6 The Parties agree that the Class Member Allocation Amounts shall constitute 20% wages,
7 40% penalties, and 40% interest. Each Individual PAGA Payment shall be treated as 100%
8 penalties. The Settlement Administrator shall calculate and deduct from the wage portion of each
9 Participating Class Member's Class Member Allocation Amount the employee's share of required
10 state, federal, and local tax, and other wage obligations or withholdings. These shall include,
11 without limitation, all federal, state, and local employment taxes (such as Social Security Taxes,
12 Federal Unemployment Taxes, and California Unemployment and Training Taxes) and all state
13 and federal income taxes (collectively, the "Wage Withholdings"). The Settlement Administrator
14 shall remit these amounts to the appropriate authorities.

15 The Settlement Administrator shall pay to each Participating Class Member his or her
16 share (after any Wage Withholdings) of the Class Member Allocation Amount, in the manner and
17 on the schedule set forth below, and shall make remittances of Wage Withholdings to the required
18 authorities as and when required.

19 The Settlement Administrator shall issue to each Participating Class Member an IRS Form
20 W-2 to report the wage portion of his or her Class Member Allocation Amount and the withheld
21 taxes. The Settlement Administrator shall issue to each Participating Class Member and PAGA
22 Employee an IRS Form 1099 for the non-wage portion of his or her Class Member Allocation
23 Amount and/or his or her Individual PAGA Payment (if applicable).

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

1 payment of any taxes and penalties assessed on the payments described herein. Each of the
2 Participating Class Members and PAGA Employees agrees to indemnify the Released Parties for
3 any tax obligations arising out of payments to him or her of any portion of a Class Member
4 Allocation Amount or Individual PAGA Payment.

5 Settlement Class Members and PAGA Employees shall not, on account of receiving any
6 Class Member Allocation Amount or Individual PAGA Payment, be entitled to any other or
7 additional compensation, benefits, contributions, or matching employer funding of any kind under
8 any agreement or plan governing benefits or compensation (such as but not limited to any
9 agreements or plans for incentives, stock options, retirement, deferred compensation) regardless of
10 any contrary language or provisions in any such agreement or plan. The Class Member Allocation
11 Amount and/or Individual PAGA Payment shall be the sole compensation and benefit to the
12 Participating Class Members and PAGA Employees under this Settlement Agreement.

13 Participating Class Members and PAGA Employees will have one hundred eighty (180)
14 calendar days from the date of issuance of the check to cash their check. For any check not cashed
15 after 180 calendar days, the Settlement Administrator shall stop payment on such check and remit
16 the funds to the Unclaimed Property Fund maintained by the State Controller's Office in the name
17 of the Participating Class Member and/or PAGA Employee who failed to cash his or her check.
18 The Settlement Administrator shall inform the Parties regarding the status of any uncashed checks
19 at the conclusion of the 180 calendar day check cashing period, including the amounts at issue and
20 the identity of any affected Participating Class Member and/or PAGA Employee. The funds
21 remitted to the Unclaimed Property Fund will remain the affected Participating Class Members'
22 and/or PAGA Employees' property. This will allow Participating Class Members and/or and
23 PAGA Employees who did not cash their checks to collect their Class Member Allocation
24 Amounts and/or Individual PAGA Payment at any time in the future. Therefore, there will be no
25 unpaid residue or unclaimed or abandoned class member funds and the California Code of Civil
26 Procedure section 384 shall not apply.

27 Without conceding that any release of claims under the Fair Labor Standards Act
28 ("FLSA") requires any affirmative conduct or opt-in by Settlement Class Members, the Parties

1 agree that the cashing of checks by Participating Class Members shall be deemed an opt-in to an
2 FLSA collective action the settlement of which includes the FLSA releases specified in Section
3 XII. Checks to Participating Class Members shall include a notation that the cashing of the checks
4 constitutes such an opt-in and effectuates the releases specified in Section XII. However, nothing
5 in this paragraph or elsewhere in this Agreement shall preclude Participating Class Members from,
6 as specified in Section XII, being bound by the releases in that Section XII whether or not they
7 receive or cash their checks.

8 **X. TIMING OF PAYMENT OBLIGATIONS**

9 Defendant shall electronically wire the Maximum Settlement Amount and an amount
10 sufficient to pay the employer's share of taxes on the wage portion of the Class Member
11 Allocation Amounts to the Settlement Administrator within five (5) business days after the
12 Effective Date.

13 The Settlement Administrator shall place the funds in an interest bearing account, and any
14 interest earned shall be added to the Maximum Settlement Amount.

15 The Settlement Administrator shall make each of the payments set forth above (including,
16 Class Member Allocation Amounts to Participating Class Members, Individual PAGA Payments
17 to PAGA Employees, Attorneys' Fees and Costs to Class Counsel, Class Representative
18 Enhancement Fee to Plaintiff, the portion of LWDA Payment to be paid to the LWDA, and
19 Settlement Administration Costs to itself) within ten (10) business days after the Effective Date.
20 The Settlement Administrator shall mail payments to the LWDA and simultaneously advise Class
21 Counsel regarding their tender of the payment.

22 **XI. NO OTHER PAYMENTS**

23 Except for the payments and obligations provided above, all of which shall be satisfied
24 from the Maximum Settlement Amount, no Released Party shall have any obligation to make any
25 payment to any Plaintiff, to the Settlement Class, to the PAGA Employees, or to any other person
26 or entity as a result of the Action or this Joint Stipulation of Settlement. Except as set forth above,
27

1 the Parties shall bear all their own costs and attorneys' fees in connection with this Joint
2 Stipulation of Settlement and the Action.

3 **XII. RELEASES BY PARTICIPATING CLASS MEMBERS AND PAGA EMPLOYEES**

4 As of the Effective Date and conditional upon funding by Defendant of the Maximum
5 Settlement Amount, each Participating Class Member hereby fully, finally, and forever releases
6 and discharges each and every one of the Released Parties from all claims, demands, rights,
7 liabilities, and causes of action arising in whole or in part during the Class Period, for any of the
8 following: (a) any alleged or actual failure to provide proper, accurate, timely, adequately
9 descriptive, or complete wage statements or pay stubs; any alleged or actual failure to timely,
10 fully, properly, or completely pay, or any alleged or actual failure to properly calculate, any
11 minimum wages, regular wages, overtime premium wages, reporting time pay, meal or rest period
12 premium wages, bonuses, commissions or other wages or payments owed to Participating Class
13 Members; any alleged or actual failure to comply with meal or rest period requirements; any
14 actual or alleged failure to timely pay all wages or compensation owed to a fired, quitting, or
15 otherwise departing employee; any alleged or actual failure to comply with any obligations to
16 provide suitable seating to any Participating Class Member; any alleged or actual failure to
17 reimburse any Participating Class Member for any business-related costs or expenses; any alleged
18 or actual failure to prepare, maintain or provide employment-related records or documents; any
19 alleged or actual failure to provide required days of rest (including but not limited any alleged or
20 actual failure to comply with California Labor Code sections 551-552 et. seq. or any other "one
21 day of rest in seven" laws or statutes); any alleged or actual violations of requirements concerning
22 reporting pay or reporting time; or any alleged or actual failure to pay any interest or penalties
23 owed as a result of any of the foregoing; or (b) in any manner arising out of any of the other facts
24 or legal theories alleged or asserted in: (i) the Action, whether formally raised in the original
25 complaint, the amended complaints to be filed under this Settlement, or otherwise; or (ii)
26 Plaintiff's PAGA letters to the LWDA (including the September 8, 2020 letter, October 10, 2020
27 letter, and the letter to be sent under Section XV below (collectively, the "Released Class
28 Claims").

1 The Released Class Claims include without limitation, but in each case only to the extent
2 described in the preceding paragraphs, any claims: (a) arising under or out of any federal or
3 California wage, wage statement, meal or rest period, cost reimbursement, employee record or
4 retention suitable seating, days of rest, reporting time, overtime, or related laws (including, but not
5 limited to, the Fair Labor Standards Act and the California Labor Code); (b) arising under or out
6 of any unfair competition laws as defined in California Business and Professions Code Section
7 17200 *et seq.* or PAGA; and (c) for declaratory or injunctive relief or for monetary compensation,
8 whether in the form of wages, damages, liquidated damages, penalties, restitution, costs,
9 attorneys' fees, interest, or otherwise.

10 As of the Effective Date and conditional upon funding by Defendant of the Maximum
11 Settlement Amount,, each PAGA Employee hereby fully, finally, and forever releases and
12 discharges each and every one of the Released Parties from all PAGA claims, arising in whole or
13 in part, during the PAGA Period, which in any manner: (a) derive from any of the foregoing
14 Released Class Claims; or (b) in any manner arise out of any of the other facts or legal theories
15 alleged or asserted in: (i) the Action, whether formally raised in the original complaint, the
16 amended complaints to be filed under this Settlement, or otherwise; or (ii) Plaintiff's PAGA letters
17 to the LWDA, including the September 8, 2020 letter, October 10, 2020 letter, and letter to be sent
18 under Section XV below (collectively, the "Released PAGA Claims") (the Released PAGA
19 Claims and the Released Class Claims are collectively, the "Released Claims")

20 Each Participating Class Member acknowledges that he or she is aware that he or she or
21 his or her attorneys may hereafter discover facts in addition to or different from those which he or
22 she or his or her counsel now knows or believes to be true with respect to the subject matter of the
23 Released Class Claims, but each Participating Class Member, upon the Effective Date, shall be
24 deemed to have, and by operation of the Final Class Judgment in the Action shall have, fully,
25 finally, and forever settled and released any and all Released Class Claims, whether known or
26 unknown, suspected or unsuspected. The releases contained in this Joint Stipulation of Settlement
27 shall be deemed to, and by operation of the Final Class Judgment in the Action shall, remain in
28 effect as full and complete releases of the Released Class Claims by each Participating Class

1 Member without regard to the subsequent discovery or existence of any such different or
2 additional facts.

3 Each PAGA Employee (including but not limited to those who are also Participating Class
4 Members) acknowledges that he or she is aware that he or she or his or her attorneys may hereafter
5 discover facts in addition to or different from those which he or she or his or her counsel now
6 knows or believes to be true with respect to the subject matter of the Released PAGA Claims, but
7 each PAGA Employee, upon the Effective Date, shall be deemed to have, and by operation of the
8 Final Class Judgment in the Action shall have, fully, finally, and forever settled and released any
9 and all Released PAGA Claims, whether known or unknown, suspected or unsuspected. The
10 releases contained in this Joint Stipulation of Settlement shall be deemed to, and by operation of
11 the Final Class Judgment in the Action shall, remain in effect as full and complete releases of the
12 Released PAGA Claims by each PAGA Employee without regard to the subsequent discovery or
13 existence of any such different or additional facts.

14 Each Participating Class Member and each PAGA Employee represents, covenants, and
15 warrants that he or she is the owner of all of his or her claims released under this Agreement, and
16 has not directly or indirectly assigned, transferred, or encumbered, or purported to assign, transfer,
17 or encumber, to any person or entity, whether by operation of law or otherwise, any portion of any
18 such claims.

19 All Participating Class Members and PAGA Employees shall be bound by the releases
20 they provide under this Joint Stipulation of Settlement and by the other terms of this Joint
21 Stipulation of Settlement, whether or not they actually receive or cash their checks for their Class
22 Member Allocation Amounts or Individual PAGA Amounts. All PAGA Employees shall be
23 bound by the releases of the Released PAGA Claims even if they are Opt Outs.

24 **XIII. PLAINTIFF'S FURTHER RELEASE**

25 In partial consideration for the class representative enhancement fees and other benefits
26 under this Joint Stipulation of Settlement, Plaintiff provides the following additional releases: as
27 of the Effective Date and conditional upon Defendant's funding of the Maximum Settlement
28 Amount, Plaintiff shall fully, finally, and forever release and discharge each and every one of the

Released Parties from all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, whether known or unknown, whether sounding in tort, in contract, in law, in equity or otherwise, and including but not limited to all claims for violation of any local, state, or federal statute, rule, or regulation, which plaintiff now has, owns, or holds, or claims to have, own, or hold, or which she ever had, owned or held, whether known or unknown, suspected or unsuspected, at any time prior to the date she executes this Joint Stipulation of Settlement (collectively "Plaintiff's Released Claims"). Plaintiff's Released Claims include, without limitation, any claims under Title VII of the Civil Rights Act of 1964, any claims for fraud, promises without the intent to perform, intentional or negligent misrepresentation, breach of contract, breach of the implied covenant of good faith and fair dealing, wrongful termination in violation of public policy, retaliatory discharge, violations of the California Labor Code, violations of the Fair Labor Standards Act, accounting, intentional or negligent infliction of emotional distress, violations of California Business and Professions Code section 17200 *et seq.*, or violations of the California Fair Employment and Housing Act.

With respect to Plaintiff's Released Claims, Plaintiff stipulates and agrees that, upon the Effective Date and conditional upon Defendant's funding of the Maximum Settlement Amount, she shall be deemed to have expressly waived and relinquished to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code or any other similar provision under federal, state, or local law. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT 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.

Plaintiff may hereafter discover facts in addition to or different from those which she now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims, but Plaintiff, upon the Effective Date and conditional upon Defendant's funding of the Maximum Settlement Amount, shall be deemed to have fully, finally, and forever settled and released any and all of Plaintiff's Released Claims, known or unknown, suspected or unsuspected, contingent

1 or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have
2 existed, upon any theory of law or equity now existing or coming into existence in the future,
3 including, without limitation, conduct which is negligent, intentional, with or without malice, or a
4 breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such
5 different or additional facts.

6 Plaintiff represents, covenants, and warrants that she is the owner of all of Plaintiff's
7 Released Claims, and that she has not directly or indirectly assigned, transferred, or encumbered,
8 or purported to assign, transfer or encumber to any person or entity, whether by operation of law
9 or otherwise, any portion of Plaintiff's Released Claims.

10 Plaintiff shall not be permitted to seek any further payment or any personal relief of any
11 kind, including any payment for damages, wages, fees, costs, penalties, or interest, other than the
12 consideration she is receiving under this Joint Stipulation of Settlement, on account of Plaintiff's
13 Released Claims. Exempted from this release shall be the amount Plaintiff is paid as enhancement
14 fees, as an Individual PAGA Payment, and as a Class Member Allocation Amount, and any claims
15 that are currently subject to any workers' compensation claim; except, however, these releases
16 shall include and extend to claims under California Labor Code Section 132a.

17 **XIV. PLAINTIFF'S COVENANT RE: OTHER CLAIMS**

18 Plaintiff hereby warrants and represents that she has not filed any complaint, lawsuit,
19 grievance, demand for arbitration, charge, and/or other claim against any of the Released Parties,
20 with any court, governmental or administrative agency or entity asserting any claim or claims
21 based on any of Plaintiff's Released Claims, other than the Action and her letters to the LWDA
22 concerning the allegations in the Action.

23 **XV. PROCEDURE FOR OBTAINING PRELIMINARY APPROVAL OF JOINT**
24 **STIPULATION OF SETTLEMENT**

25 The Parties shall cooperate in the prompt preparation of, and stipulate to Plaintiff's filing
26 of, an amended class action complaint in the Action which shall allege, on behalf of the Settlement
27 Class, including the PAGA Employees, all of the Released Claims. The claims shall be alleged in
28 sufficient detail to give reasonable notice of the claims at issue and to be fully resolved by

1 application of res judicata through the Final Judgment and by application of the releases in this
 2 Joint Stipulation of Settlement. Upon completion of the amended complaint to the satisfaction of
 3 both counsel for Defendant and counsel for Plaintiff, Plaintiff shall promptly file such amended
 4 complaint in Superior Court pursuant to an agreed stipulation. The Parties shall also cooperate in
 5 preparing, and once mutually approved by Defendant and Plaintiff, Plaintiff shall send to the
 6 LWDA a supplemental letter under Labor Code section 2699.3 describing in reasonable detail the
 7 PAGA claims to be released under this Joint Stipulation of Settlement which have not previously
 8 been described in the PAGA letters sent by Plaintiff. Also, the amended complaint filed in
 9 Superior Court shall be further amended as necessary to ensure that the claims described in the
 10 letter to the LWDA are properly at issue in PAGA claims. In the event the LWDA elects to
 11 investigate any matters alleged in the letter, Defendant shall have the termination options
 12 described in Section XVIII below. The Parties agree that the filing of the amended complaints
 13 shall be solely for purpose of obtaining approval of this Joint Stipulation of Settlement.
 14 Accordingly, the Parties shall cooperate in limiting the Superior Court proceedings to those
 15 necessary for such preliminary and final approval. In particular and without limitation, the Parties
 16 shall cooperate in ensuring that Defendant need file no response to the amended complaint or
 17 complaints. The Parties shall also cooperate in ensuring that, promptly after the filing of the
 18 amended complaints, the Superior Court shall, as its first and exclusive order of business, entertain
 19 briefing and conduct a hearing to provide preliminary approval and eventually final approval of
 20 this Joint Stipulation of Settlement. As part of the preliminary approval proceedings, the Parties
 21 agree that they will jointly request that the Superior Court enter the Preliminary Approval Order in
 22 substantially the form of Exhibit "B." As required by Labor Code section 2699.3, Plaintiff shall
 23 file the amended complaint or complaints with the LWDA and shall also file this Joint Stipulation
 24 of Settlement with the LWDA as part of the preliminary approval proceedings.

25 **XVI. PROCEDURES FOR NOTICE, SUBMITTING REQUESTS FOR EXCLUSION,**
 26 **OBJECTIONS, AND FINAL SETTLEMENT APPROVAL**

27 **A. Class Notices and Requests for Exclusion**

1 1. Within fifteen (15) business days after entry of the Preliminary Approval Order,
2 Defendant shall provide the Settlement Administrator the name, last known address, and Social
3 Security number of each Settlement Class Member, along with the information needed to calculate
4 Class Member Allocation Amounts and Individual PAGA Payments. The Settlement
5 Administrator will keep this information confidential and use it only for the purposes described
6 herein.

7 2. Within fifteen (15) business days after receipt of the class data, the Settlement
8 Administrator shall mail the Class Notice to all Settlement Class Members via first-class U.S.
9 mail. For that purpose, the Settlement Administrator shall use the most current mailing address
10 information available for Settlement Class Members from records of Defendant. If the mailing of
11 class information for any Settlement Class Member is returned as undeliverable, the Settlement
12 Administrator shall take appropriate steps to identify a current proper address for that Settlement
13 Class Member, including conducting a “standard search,” also known as a “skip trace” or “credit
14 header” search. The Settlement Administrator shall then re-mail the Class Notice to the updated
15 address.

16 3. The Class Notice shall provide that any Settlement Class Member may, by inquiry
17 to the Settlement Administrator, receive details about the information used to calculate that
18 Settlement Class Member’s Class Member Allocation Amount or Individual PAGA Payment. If
19 any Settlement Class Member disputes the information used to calculate the Class Member
20 Allocation Amount or Individual PAGA Payment, the Settlement Class Member may state the
21 basis of his or her disagreement and submit documentation supporting the Settlement Class
22 Member’s position, by not later than the Deadline Date. The Settlement Administrator shall notify
23 Class Counsel and Defendant’s counsel of any dispute so raised. Within ten (10) calendar days of
24 notification, Class Counsel and Defendant’s counsel shall be required to provide written notice
25 and any additional documentation to the Settlement Administrator and the opposing counsel if
26 either Class Counsel or Defendant’s counsel disputes the position of the Settlement Class
27 Member. After providing any such notice or documentation, the Claims Administrator will notify
28 Class Counsel and Defendant’s counsel of any remaining discrepancy. If Class Counsel and

1 Defendant's counsel are unable to agree on the resolution of any such disputed claim, then the
2 Settlement Administrator shall make the determination. To the extent any challenge affects the
3 calculation of Class Member Allocation Amounts or Individual PAGA Payments, such amounts
4 shall be recalculated using the information resulting from the challenge.

5 4. Along with the Class Notice, each Settlement Class Member shall also receive
6 instructions on what needs to be stated in the Request for Exclusion if the Settlement Class
7 Member wants to be excluded from this Settlement. If a Settlement Class Member wishes to Opt-
8 Out from this Settlement, and from the release of claims pursuant to this Settlement, he or she
9 shall submit an "Opt-Out Letter" and/or "Request for Exclusion" directly to the Settlement
10 Administrator that must be mailed and postmarked on or before the Deadline Date, or within
11 fifteen (15) calendar days after the postmark of a Class Notice re-mailed to a corrected address for
12 that Settlement Class Member, or the Deadline Date, whichever is later. The written Request for
13 Exclusion shall: (1) make the following statement or a similar statement: "I wish to exclude
14 myself from the settlement reached in the matter of *Alvarado v. Pressed Juicery, Inc.* I understand
15 that, by excluding myself, I will not receive any money (other than the Individual PAGA Amount
16 [if applicable]) from the settlement reached in this matter"; (2) contain the name, address, and the
17 last four digits of the Social Security number of the person requesting exclusion; (3) be signed by
18 the Settlement Class Member; and (4) be postmarked or fax stamped by the Deadline Date and
19 returned to the Settlement Administrator at the specified address or fax telephone number stated in
20 the Class Notice. However, the Request for Exclusion will be valid unless it is not timely
21 submitted, is not signed by the Settlement Class Member, or does not contain the name and
22 address of the Settlement Class Member. The date of the postmark on the return mailing envelope
23 or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether
24 the Request for Exclusion was timely submitted. Any Settlement Class Member who requests to
25 be excluded from the Settlement Class will not be entitled to any recovery under the Settlement,
26 will not be bound by the terms of the Settlement, and will not have any right to object, appeal, or
27 comment thereon, except he or she shall receive his or her Individual PAGA Payment if he or she
28 is a PAGA Employee (since he or she cannot opt out of the PAGA settlement). Settlement Class

Members who fail to submit a valid and timely written Request for Exclusion on or before the Deadline Date shall be bound by all the terms of the Settlement and any Final Class Judgment.

5. The Settlement Administrator shall maintain a list of persons who have excluded themselves and shall include the names of the Settlement Class Members who Opt-Out in his/her declaration in support of final approval. The Settlement Administrator shall retain the originals of all Requests for Exclusion letters (including the envelopes with the postmarks) received, and shall make copies or the originals available to Defendant's counsel or Class Counsel upon request.

6. The Claims Administrator shall have responsibility for determining whether any Settlement Class Member is a Participating Class Member. Any dispute or issues regarding whether an individual should be a Participating Class Member shall be resolved by mutual agreement of Class Counsel and Defendant's counsel. In the event counsel are unable to reach an agreement, the Claims Administrator shall make the determination.

B. Procedure for Obtaining Final Superior Court Approval of Settlement;
Objections

1. The Class Notice shall provide that any Participating Class Member who wishes to object to this Joint Stipulation of Settlement must mail to the Settlement Administrator by first class mail a written statement objecting to this Joint Stipulation of Settlement setting forth the legal and factual grounds for any objections, or if no written objection is submitted, the Participating Class Member may still appear at the final settlement hearing to object. Such written objections should be mailed and postmarked on or before the Deadline Date, or within fifteen (15) calendar days after the postmark of a Class Notice re-mailed to a corrected address for that Settlement Class Member or the Deadline Date, whichever is later. To the extent that the Participating Class Member is represented by counsel, his/her attorney shall file with the Superior Court a notice of appearance providing the attorney's contact information.

2. Approximately twenty (25) calendar days after the Deadline Date or as determined by the Superior Court, the Superior Court shall conduct a final settlement hearing to determine whether to finally approve this Joint Stipulation of Settlement and to determine Class Counsel's request for Attorneys' Fees and Costs, Class Representative Enhancement Fee to Plaintiff, and the

1 cost for administering the Settlement to the Settlement Administrator. No later than fifteen (15)
2 calendar days before that hearing, the Settlement Administrator shall provide each Party's counsel
3 with a complete list of all Participating Class Members, of all Opt Outs, and of any written
4 objections described above. Class Counsel shall prepare a memorandum of points and authorities
5 in support of this Settlement and request for Attorneys' Fees and Costs, Class Representative
6 Enhancement Fee, and administration costs, and shall file them with the Superior Court, for
7 purposes of the final settlement hearing.

8 3. Upon final approval of this Joint Stipulation of Settlement by the Superior Court,
9 the Parties shall present the Final Class Judgment to the Superior Court for its approval and entry.
10 After entry of the Final Class Judgment, the Superior Court shall have continuing jurisdiction over
11 the Action solely for purposes of addressing: (i) settlement administration matters; and (ii) such
12 post-Final Class Judgment matters as may be appropriate.

13 **XVII. TERMINATION OF SETTLEMENT**

14 In the event: (i) the Superior Court does not enter the Preliminary Approval Order without
15 material change; (ii) the Superior Court does not finally approve this Joint Stipulation of
16 Settlement without material change; (iii) the Superior Court does not enter the Final Class
17 Judgment without material change; (iv) the Final Class Judgment is materially modified or
18 reversed upon review by a higher court; or (v) this Settlement does not become final for any other
19 reason (except as provided below), Plaintiff or Defendant may, each in her or its sole and absolute
20 discretion, terminate this Joint Stipulation of Settlement. In the case of such a termination, this
21 Joint Stipulation of Settlement shall be null and void as if it had never been executed, the Parties
22 shall be returned to their respective statuses as of the date and time immediately prior to the
23 execution of this Joint Stipulation of Settlement, and Plaintiff and Defendant shall proceed with
24 the Action in all respects as if this Joint Stipulation of Settlement had not been executed. Prior to
25 either Party exercising an option to terminate the Settlement, the Parties agree to meet and confer
26 in good faith in an effort to resolve the issue(s) and proceed in a manner most likely to result in
27 approval of the Settlement. For purposes of this Section, a "material" change shall include but not
28 be limited to: any change in the releases to be provided; any change that would increase the

1 Maximum Settlement Amount (other than in the event of an increase of more than 2% in the shifts
2 worked by Settlement Class Members as stated above); or any changes to Section XVIII below.
3 As provided above, the Superior Court's failure to award the amount of costs, attorneys' fees,
4 class representative enhancement fees, or general release payment sought by Class Counsel or by
5 Plaintiff shall not be a material change or entitle Plaintiff or Class Counsel to terminate this
6 Settlement.

7 **XVIII. DEFENDANT OPTION TO TERMINATE JOINT STIPULATION OF**
8 **SETTLEMENT**

9 If five percent (5%) or more of the Settlement Class Members submit complete and timely
10 Requests for Exclusion, Defendant shall have, in its sole and absolute discretion, the option to
11 terminate this Joint Stipulation of Settlement. If the LWDA notices an intent to conduct or does
12 conduct an investigation in response to any letter sent to the LWDA under Section XV above or
13 objects to any portion of this Settlement, Defendant shall have, in its sole and absolute discretion,
14 the option to either (a) terminate this Joint Stipulation of Settlement in its entirety or (b) terminate
15 only that portion of the Joint Stipulation of Settlement pertaining to the PAGA portions of this
16 Settlement and the release of the PAGA claims, such that the Class portion of the settlement will
17 remain intact and the action will proceed with a class settlement only. Defendant shall be entitled
18 to exercise these termination rights by providing written notice to Class Counsel at any time
19 within fifteen (15) calendar days of learning of the condition triggering termination. In the event
20 that Defendant exercises this option, Defendant shall solely be responsible for all costs of
21 administration.

22 In the case of a termination under this Section, this Joint Stipulation of Settlement shall be
23 null and void as if it had never been executed, the Parties shall be returned to their respective
24 statuses as of the date and time immediately prior to the execution of this Joint Stipulation of
25 Settlement, and Plaintiff and Defendant shall proceed with the Action in all respects as if this Joint
26 Stipulation of Settlement had not been executed.

1 **XIX. MISCELLANEOUS**

2 1. The descriptive headings of any paragraphs or sections of this Joint Stipulation of
3 Settlement are inserted for convenience of reference only and do not constitute a part of this Joint
4 Stipulation of Settlement.

5 2. The Parties agree to hold in abeyance all proceedings in the Action, except such
6 proceedings necessary to implement and complete this Settlement, pending final approval of this
7 Joint Stipulation of Settlement. In the event an appeal is filed from the Final Class Judgment, or
8 any other appellate review is sought prior to the Effective Date, administration of this Joint
9 Stipulation of Settlement shall be stayed pending final resolution of the appeal or other appellate
10 review.

11 3. No waiver of any term or provision of this Joint Stipulation of Settlement shall be
12 binding unless in writing and signed by the Party waiving the breach. This Joint Stipulation of
13 Settlement may be amended or modified only by a written instrument signed by counsel for all
14 Parties or their successors-in-interest.

15 4. This Joint Stipulation of Settlement constitutes the entire agreement among the
16 Parties with respect to the subject matter hereof, and fully supersede all prior agreements and
17 understandings between the Parties with respect thereto. No oral representations, warranties, or
18 inducements have been made to any Party concerning this Joint Stipulation of Settlement other
19 than the representations, warranties, and covenants contained and memorialized in such
20 documents.

21 5. In addition to the Parties, this Joint Stipulation of Settlement shall be binding upon,
22 and shall inure to the benefit of, the Parties' respective heirs, representatives, executors,
23 administrators, successors, and assigns.

24 6. This Joint Stipulation of Settlement is made and entered into in the State of
25 California and shall in all respects be interpreted, enforced, and governed under the laws of said
26 state as applied to transactions or events with contacts exclusively within California, and without
27 applying California's conflict of laws rules. The Parties agree that this Joint Stipulation may be
28

1 enforced under Civil Code section 664.6 and that any action arising out of or to enforce this Joint
2 Stipulation of Settlement shall be brought exclusively within Los Angeles County, California.

3 7. Counsel for all Parties warrant and represent that they are expressly authorized by
4 the Parties whom they represent to enter into this Joint Stipulation of Settlement, to take all
5 appropriate action required or permitted to be taken by such Parties pursuant to this Joint
6 Stipulation of Settlement to effectuate its terms, and to execute any other documents required to
7 effectuate the terms of this Joint Stipulation of Settlement. The Parties and their counsel will
8 cooperate with each other and use their best efforts to effect the implementation of this Joint
9 Stipulation of Settlement.

10 8. The Parties agree that neither they nor their counsel will solicit or otherwise
11 directly or indirectly encourage Settlement Class Members to request exclusion from the
12 Settlement Class, to object to this Joint Stipulation of Settlement, or to appeal from the Final Class
13 Judgment.

14 9. The Parties have cooperated in the drafting and preparation of this Joint Stipulation
15 of Settlement. This Joint Stipulation of Settlement shall not be construed against any Party on the
16 basis that such Party was the drafter.

17 10. Plaintiff and her counsel will not publicize or promote the fact, terms, or amount of
18 this Joint Stipulation of Settlement or the claims being settled through press release, press
19 conference, or postings on social media or websites. If asked for comment by the media or third
20 parties, Plaintiff shall respond only with “no comment” or statements agreed to by Defendant.
21 Class Counsel may refer to the settlement in adequacy of counsel declarations, and following
22 Preliminary Approval, may state on their websites that they settled a wage and hour class action in
23 the Superior Court and generally describe the claims at issue, provided that they describe
24 Defendant only as a “Defendant Employer.” Further, the Parties understand and agree that Class
25 Counsel may disclose this Joint Stipulation of Settlement if ordered to do so by the Court, *e.g.*,
26 post any settlement documents/orders on their respective websites and/or provide information to
27 Settlement Class Members about this Joint Stipulation of Settlement. This Joint Stipulation of

1 Settlement may also be used for purposes of resolving related or overlapping lawsuits or claims by
2 showing the scope of releases and the res judicata bar.

3 11. To the fullest extent permitted by law, Plaintiff agrees to not disparage or publish
4 or disseminate information, whether oral or written, that is derogatory in any manner or which
5 may be harmful to any Released Party or their business or personal reputation, whether such
6 information was acquired before, during or after Plaintiff's employment with Defendant.

7 12. This Joint Stipulation of Settlement may be executed in counterparts, and when
8 each Party has signed and delivered at least one such counterpart, each counterpart shall be
9 deemed an original, and, when taken together with other signed counterparts, shall constitute one
10 Joint Stipulation of Settlement, which shall be binding upon and effective as to all Parties. This
11 Joint Stipulation of Settlement may be signed through electronically exchanged documents (such
12 as PDFs) which shall be treated as original paper copy signatures.

13 13. The Parties believe that this is a fair, reasonable, and adequate Settlement and have
14 arrived at this Settlement through arms-length negotiations, taking into account all relevant
15 factors, present and potential.

16 14. Should any part, term or provision of this Joint Stipulation of Settlement, with the
17 exception of Sections IV, IX, XII, XIII, XVII, and XVIII, be declared or determined by any court
18 or other tribunal of appropriate jurisdiction to be invalid or unenforceable, any such invalid or
19 unenforceable part, term, or provision shall be deemed stricken and severed from this Joint
20 Stipulation of Settlement and any and all of the other terms of the Joint Stipulation of Settlement
21 shall remain in full force and effect to the fullest extent permitted by law. The Sections specified
22 above in this paragraph are of the essence of this Joint Stipulation of Settlement, and, should any
23 term or provision of those Sections be deemed invalid or unenforceable, the court making such
24 determination shall have the power to limit the term or provision, to delete or rewrite specific
25 words or phrases in those terms or provisions, or to replace any invalid or unenforceable term or
26 provision to make the term or provision valid and enforceable; provided that any such
27 modification must come as close as possible to expressing the intention of the invalid or
28 unenforceable term or provision and provided further that such changes may not eliminate or

1 amend any Parties' termination rights under Sections XVII or XVIII, which shall include the right
2 to terminate if the application of this severance provision materially changes the Joint Stipulation
3 of Settlement as drafted before such application.

4 15. Nothing in this Joint Stipulation of Settlement shall restrict: (i) any right to file,
5 testify, or otherwise cooperate in the investigation of an administrative charge or complaint with
6 the Equal Employment Opportunity Commission, the National Labor Relations Board or other
7 federal, state, or local administrative or law enforcement agency, although Plaintiff is waiving any
8 right to monetary recovery related to such a charge or complaint; (ii) any right to report allegedly
9 unlawful conduct pursuant to the "whistleblower" provisions of federal or state law or regulation,
10 including the right to receive awards pursuant to Section 21F of the Securities Exchange Act; (iii)
11 any right to communicate directly with, respond to an inquiry from, or provide testimony before,
12 the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority
13 (FINRA), any other self-regulatory organization or any other regulatory authority; or (iv) the
14 Parties and their counsel from complying with a valid subpoena, court order, or any other legal
15 process requesting or requiring production of this Joint Stipulation of Settlement, disclosure of the
16 terms of this Joint Stipulation of Settlement, or disclosure of anything else covered by the
17 confidentiality provisions of this Joint Stipulation of Settlement, provided that, upon receiving
18 such a subpoena, process, or court order, the receiving Party shall immediately give notice to the
19 other Party or the other Party's counsel, identify the subpoena, process, or court order, and state
20 the time in which production or disclosure is required, so as to afford the other Party an
21 opportunity to obtain an order barring such production or disclosure.

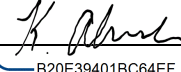
22 16. In any proceeding to enforce or construe this Joint Stipulation of Settlement, the
23 prevailing Party shall be entitled to recover its costs and attorney's fees.

24
25 **PLAINTIFF KRYSTAL ALVARADO**

26 September 1, 2021

27 **Dated: August __, 2021**

DocuSigned by:


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28 Mitchell
Silberberg &
Knupp LLP

DS


DEFENDANT PRESSED JUICERY, INC.

Dated: August __, 2021

By:

Joyce Crucillo
Title: General Counsel

APPROVED AS TO FORM:

LAVI & EBRAHIMIAN, LLP

August 25, 2021

Dated: August __, 2021

By:

DocuSigned by:
Joseph Lavi
871E0169FCF244D...
Joseph Lavi
Counsel for Plaintiff KRYSTAL
ALVARADO, on behalf of herself
and all others similarly situated

**MITCHELL SILBERBERG & KNUPP
LLP**

Dated: August __, 2021

By:

Kevin E. Gaut
Counsel for Defendant PRESSED
JUICERY, INC.

Mitchell
Silberberg &
Knupp LLP

DS
KA

DEFENDANT PRESSED JUICERY, INC.

Dated: August 26, 2021

By:

Joyce Crucillo

Joyce Crucillo

Title: General Counsel

APPROVED AS TO FORM:

LAVI & EBRAHIMIAN, LLP

Dated: August __, 2021

By:

Joseph Lavi

Counsel for Plaintiff KRYSTAL

ALVARADO, on behalf of herself

and all others similarly situated

**MITCHELL SILBERBERG & KNUPP
LLP**

Dated: August 26, 2021

By:

Aaron M. Wais

Aaron M. Wais

Counsel for Defendant PRESSED

JUICERY, INC.