

BORIS SORSHER, SBN 251718
REBECCA KING, SBN 305902
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

Attorneys for Defendants
PICROW, INC.; PICROW UNLIMITED, LLC; ELECTRA LANG; PETER A. LANG; and
HORMEL FOODS CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CIVIL DIVISION

BRIAN PERRY, on behalf of himself and all
others similarly situated,

Plaintiffs,

v.

PICROW, INC.; PICROW UNLIMITED,
LLC; ELECTRA LANG; PETER A. LANG;
and HORMEL FOODS CORPORATION;
and DOES 1 to 100, inclusive,

Defendants.

CASE NO.: 20STCV39699
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Kenneth R. Freeman*

STIPULATION OF RESOLUTION

Complaint Filed:
Trial Date: NONE SET

//

//

//

//

//

//

//

//

//

//

1 Plaintiff BRIAN PERRY (“Named Plaintiff”) and Defendants PICROW, INC.;
2 PICROW UNLIMITED, LLC, ELECTRA LANG, PETER A. LANG; and HORMEL FOODS
3 CORPORATION (“Defendants”), by and through their respective counsel, hereby stipulate and
4 agree as follows:

5 This Stipulation of Resolution is made by and between the Named Plaintiff, on his own
6 behalf and on behalf of all members of the Settlement Class, as defined below, on the one hand,
7 and PICROW, INC., PICROW UNLIMITED, LLC, ELECTRA LANG, PETER A. LANG,
8 and HORMEL FOODS CORPORATION (“Defendants”) on the other hand (collectively the
9 “Parties”), in the lawsuit entitled *Perry v. Picrow et al.*, filed in Los Angeles County Superior
10 Court, Case No. 20STCV39699. This Stipulation of Resolution resolves all claims that were
11 asserted or could have been asserted against Defendants based on the facts alleged, pertaining
12 to the claims in the Litigation.

13 **I. DEFINITIONS**

14 **A. Administrative Costs.** All administrative costs of settlement, including cost of
15 notice to the Settlement Class, claims administration, and any fees and costs incurred or
16 charged by the Settlement Administrator in connection with the execution of its duties under
17 this Stipulation of Resolution.

18 **B. Agreement.** The terms “Agreement” or “Settlement Agreement” are used
19 synonymously herein to mean this Stipulation of Resolution.

20 **C. Class Counsel.** The term “Class Counsel” as used herein means Harris & Ruble
21 and all the lawyers of that firm, specifically including but not limited to Alan Harris, Esq.,
22 David Garrett, Esq. and Lin Zhan, Esq., who are (or were at some time) counsel for and acting
23 on behalf of Named Plaintiff and the Settlement Class. The term Class Counsel shall be used
24 synonymously with the term Plaintiff’s Counsel.

25 **D. Defense Counsel.** The term “Defense Counsel” shall mean and refer to Boris
26 Sorsher and Rebecca King from the firm of Fisher & Phillips.

27 **E. Court.** The term “Court” as used herein means the Superior Court of the State
28 of California for the County of Los Angeles.

1 **F. Final.** The term “Final” means the latest of: (1) the date of final affirmation of
2 the Final Approval from any appeal, the expiration of the time for, or the denial of, a petition to
3 review the Final Approval, or if review is granted, the date of final affirmation of the Final
4 Approval following review pursuant to that grant; or (2) the date of final dismissal of any
5 appeal from the Final Approval or the final dismissal of any proceeding to review the Final
6 Approval, provided that the Final Approval is affirmed and/or not reversed in any part; or (3) if
7 no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from
8 the Court’s Final Approval of the Resolution, as determined under Rule 8.104(a)(3) of the
9 California Rules of Court.

10 **G. Date of Final Approval.** The terms “Date of Final Approval” or “Final
11 Approval” as used herein mean the final formal judgment entered by the Court at the Final
12 Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

13 **H. Defendants.** The term “Defendants” as used herein means PICROW, INC.,
14 PICROW UNLIMITED, LLC, ELECTRA LANG, PETER A. LANG, and HORMEL FOODS
15 CORPORATION.

16 **I. Eligible Work Weeks.** The term “Eligible Work Week” refers to any workweek
17 during which the class member worked for Defendants during the Settlement Period.

18 **J. Litigation.** The term “Litigation” as used herein means the action entitled *Perry*
19 *v. Picrow et al.*, filed in Los Angeles County Superior Court, Case No. 20STCV39699.

20 **K. Named Plaintiff.** The term “Named Plaintiff” as used herein means BRIAN
21 PERRY.

22 **L. Net Settlement Amount.** The term “Net Settlement Amount” or “NSA” as
23 used herein means the Settlement Amount minus any award of attorneys’ fees and Litigation
24 costs, Administrative Costs, enhancement to the Named Plaintiff, employment taxes, and
25 penalties recoverable pursuant to California’s Private Attorneys General Act (“PAGA”) (the
26 “PAGA Settlement”), and as provided in Sections VIII, XIII, XIV, XV, and XVI, respectively.
27
28

1 **M. Net Settlement Payments.** The term “Net Settlement Payment(s)” shall include
2 payments made to the Settlement Class as part of the Resolution, including wages, penalties
3 and interest.

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

6 **O. Settlement Administrator.** The term “Settlement Administrator” as used
7 herein means Phoenix Class Action Administration, which will be responsible for the
8 administration of the Settlement Amount, as defined below, and all related matters.

9 **P. Settlement Agreement.** The terms “Settlement Agreement” or “Agreement”
10 are used synonymously herein to mean this Stipulation of Resolution.

11 **Q. Settlement Amount.** The term “Settlement Amount” as used herein means the
12 sum of Two Hundred Twenty Thousand Dollars (\$220,000.00) (“Gross Settlement”). From the
13 Settlement Amount all: Net Settlement Payments, Court-approved attorneys’ fees and
14 Litigation costs pursuant to Section XIII, Administrative Costs pursuant to Section VIII,
15 enhancement to Named Plaintiff pursuant to Section XIV, statutory penalties, interest, and
16 employment taxes pursuant to Section XV, PAGA Settlement pursuant to Section XVI shall be
17 paid, except as provided herein.

18 **R. Settlement Class.** For settlement purposes only, the Parties agree to the
19 certification of a “Settlement Class” pursuant to California *Code of Civil Procedure* § 382
20 defined as: all persons who are or were employed by Defendants on a December 2019 Hormel
21 commercial shoot identified as Hormel 0000019050 as an employee in the State of California at
22 any time between December 1, 2019 to January 7, 2020.

23 **S. Settlement Period.** The term “Settlement Period” as used herein means the
24 time period from December 1, 2019 to January 7, 2020.

25 **II. BACKGROUND**

26 A. In the Litigation, the Named Plaintiff alleges, *inter alia*, on behalf of himself and
27 all others similarly situated, that Defendants violated California state wage and hour laws, the
28 California *Business and Professions Code* Section 17200 *et seq.*, and PAGA, as a result of

1 Defendants' California wage and hour policies and practices. Specifically, Named Plaintiff
2 alleges that Defendants failed to pay its employees at or above the applicable minimum wage
3 rates, failed to provide regular, overtime, and double time pay, failed to provide meal breaks
4 (including first and second meal breaks), and failed to authorize and permit legally compliant
5 rest breaks each day based on the hours worked by each employee. Named Plaintiff further
6 alleged that the aforementioned resulted in the employees receiving inaccurate wage
7 statements, and the underpayment and late payment of wages to employees upon termination
8 and/or resignation. Finally, Named Plaintiff alleged that Defendants failed to produce
9 employment records.

10 B. Class Counsel conducted informal discovery that yielded information and
11 documentation concerning the claims set forth in the Litigation, such as Defendants' policies
12 and procedures regarding the payment of wages, the provision of meal and rest breaks, time
13 keeping policies, including recording hours, issuance of wage statements, and providing all
14 wages at separation, as well as information regarding the number of putative class members,
15 the average number of hours worked, the wage rates in effect, and length of employment for the
16 average putative class member.

17 C. Named Plaintiff and Class Counsel have engaged in good faith, arms-length
18 negotiations with Defendants concerning possible resolution of the claims asserted in the
19 Litigation. The Parties participated in a mediation before Marc Feder. The Parties accepted
20 Marc Feder's mediator's proposal, resulting in a tentative settlement of the Litigation, subject
21 to the approval of the Court. The Parties negotiated and executed a Memorandum of
22 Understanding at the conclusion of the mediation and have since engaged in extended
23 negotiations about the terms and conditions of the Resolution. The Parties have now entered
24 into this more detailed, formalized Settlement Agreement for submission to the Court for
25 preliminary and Final Approval.

26 D. Class Counsel have conducted an investigation of the law and facts relating to
27 the claims asserted in the Litigation and have concluded, taking into account the sharply
28 contested issues involved, the defenses asserted by Defendants, the expense and time necessary

1 to pursue the Litigation through trial and any appeals, the risks and costs of further prosecution
2 of the Litigation, the risk of an adverse outcome, the uncertainties of complex litigation, and the
3 substantial benefits to be received by Named Plaintiff and the members of the Settlement Class
4 pursuant to this Agreement, that a settlement with Defendants on the terms and conditions set
5 forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class.
6 Named Plaintiff, on his own behalf and on behalf of the Settlement Class, has agreed to settle
7 the Litigation with Defendants on the terms set forth herein.

8 E. Defendants have concluded that, because of the substantial expense of defending
9 against the Litigation, the length of time necessary to resolve the issues presented herein, the
10 inconvenience involved, and the concomitant disruption to their business operations, it is in
11 Defendants' best interests to accept the terms of this Agreement. Defendants deny each of the
12 allegations and claims asserted against them in the Litigation. However, Defendants
13 nevertheless desire to settle the Litigation for the purpose of avoiding the burden, expense and
14 uncertainty of continuing litigation and for the purpose of putting to rest the controversies
15 engendered by the Litigation.

16 F. This Agreement is intended to and does effectuate the full, final and complete
17 resolution of all allegations and claims that were asserted, or could have been asserted, in the
18 Litigation by Named Plaintiff and members of the Settlement Class as set forth in Sections I.R
19 & II.A.

20 **III. JURISDICTION**

21 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
22 Litigation includes claims that, while Defendants deny them in their entirety, would, if proven,
23 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has
24 granted Final Approval of the Resolution and after the Court has ordered the entry of Judgment,
25 pursuant to California *Code of Civil Procedure* Section 664.6 the Court shall retain jurisdiction
26 of this action solely for the purpose of interpreting, implementing, and enforcing this
27 Resolution consistent with the terms set forth herein.

1 **IV. STIPULATION OF CLASS CERTIFICATION**

2 The Parties stipulate to the certification of this Settlement Class for purposes of
3 Resolution only. This Stipulation is contingent upon the Preliminary and Final Approval and
4 certification of the Settlement Class only for purposes of Resolution. Should the Resolution
5 not become final, for whatever reason, the fact that the Parties were willing to stipulate
6 provisionally to class certification as part of the Resolution shall have no bearing on, and shall
7 not be admissible in connection with, the issue of whether a class should be certified in a non-
8 settlement context in the Litigation. Defendants expressly reserve the right to oppose class
9 certification and/or proactively move to deny certification should this Resolution be modified
10 or reversed on appeal or otherwise not become final.

11 **V. MOTION FOR PRELIMINARY APPROVAL AND FOR LEAVE TO**
12 **FILE FIRST AMENDED COMPLAINT; DEFENDANTS' ANSWER**

13 Named Plaintiff will bring a motion before the Court for an order preliminarily
14 approving the Resolution including the Notice of Proposed Class Action Resolution, which are
15 attached hereto as **Exhibit "A"**, and including certification of the Settlement Class for
16 settlement purposes only. By that motion, he will concurrently seek leave to file the First
17 Amended Complaint, which is attached hereto as **Exhibit "B"** and which adds a cause of action
18 for PAGA penalties. Defendants shall file an Answer to the First Amended Complaint, thereby
19 making a general appearance in the Action and subjecting itself to the Court's jurisdiction.

20 The date that the Court grants Preliminary Approval of this Agreement will be the
21 "Preliminary Approval Date." Class Counsel will prepare the Motion for Preliminary
22 Approval; on the same date on which it is filed with the Court, Class Counsel shall
23 concurrently submit it to the Labor & Workforce Development Agency in compliance with
24 Labor Code § 2698 *et seq.*, the Private Attorneys General Act ("PAGA").

25 **VI. STATEMENT OF NO ADMISSION**

26 A. Defendants deny liability to Named Plaintiff and to the Settlement Class upon
27 any claim or cause of action. This Agreement does not constitute, and is not intended to
28 constitute, an admission by Defendants as to the merits, validity, or accuracy of any of the

1 allegations or claims made against them in the Litigation.

2 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor
3 any statements, discussions or communications, nor any materials prepared, exchanged, issued
4 or used during the course of the negotiations leading to this Agreement or the Resolution, is
5 intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be
6 used or be admissible in any way in this case or any other judicial, arbitral, administrative,
7 investigative or other forum or proceeding as evidence of any violation of any federal, state, or
8 local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at
9 law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement,
10 directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or
11 other forum or proceeding, as purported evidence of any violation of any federal, state, or local
12 law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in
13 equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used
14 in any proceeding before the Court that has as its purpose the interpretation, implementation, or
15 enforcement of this Agreement or any orders or judgments of the Court entered in connection
16 with the Resolution.

17 C. None of the documents produced or created by Named Plaintiff or the
18 Settlement Class in connection with the claims procedures or claims resolution procedures
19 constitute, and they are not intended to constitute, an admission by Defendants of any violation
20 of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any
21 obligation or duty at law or in equity.

22 D. The Parties agree that class certification pursuant to California *Code of Civil*
23 *Procedure* Section 382 under the terms of this Agreement is for settlement purposes only.
24 Nothing in this Agreement will be construed as an admission or acknowledgement of any kind
25 that any class should be certified or given collective treatment in the Litigation or in any other
26 action or proceeding. Further, neither this Agreement nor the Court's actions with regard to
27 this Agreement will be admissible in any court or other tribunal regarding the propriety of class
28 certification or collective treatment. In the event that this Agreement is not approved by the

1 Court or any appellate court, is terminated, or otherwise fails to be enforceable, Named
2 Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights
3 or remedies in the Litigation, and Defendants will not be deemed to have waived, limited, or
4 affected in any way any of their objections or defenses in the Litigation, including their right to
5 make use of any affirmative defenses.

6 **VII. WAIVER, RELEASE AND CONFIDENTIALITY**

7 **A. Release as to All Settlement Class Members.**

8 Upon the Date of Final Approval, for the Settlement Period, Named Plaintiff and all
9 members of the Settlement Class, except those that make a valid and timely request to be
10 excluded from the Settlement Class and Resolution, waive, release, discharge, and promise
11 never to assert in any forum any and all wage-related claims against : (i) Defendants and each
12 and all of Defendants' past or present partners, parents, subsidiaries, or affiliates (regardless of
13 whether such partners, parents, subsidiaries, or affiliates are individuals, trusts, estates,
14 corporations, partnerships, limited partnerships, limited liability companies, or other forms of
15 entity); (ii) each and all of the predecessor or successor entities of any of those entities
16 identified in subparagraph (i); (iii) any other individuals or entities of any kind, including but
17 not limited to any payroll companies, which have been or could be alleged to be in any manner
18 responsible (whether on an alter ego, joint employer, integrated enterprise, or any other theory)
19 for any actual or alleged violations described in the Litigation; and (iv) all past and present
20 directors, officers, representatives, insurers, agents, shareholders, partners, members, lawyers,
21 and employees of any of the individuals or entities identified in subparagraphs (i), (ii), or (iii),
22 including but not limited to Entertainment Partners Enterprises, LLC, Entertainment Partners
23 Services, LLC, GEP Talent Services, LLC, or any other entity operating under the trade name
24 Entertainment Partners and any and all other entities with whom they have been, are now, or
25 may hereafter be affiliated (hereinafter "Releasees"), from any and all claims, demands, rights,
26 liabilities and causes of action of every nature that were alleged in the Litigation or which could
27 have been alleged in the Litigation, whether known or unknown, suspected or unsuspected,
28 asserted or unasserted, latent or patent, regardless of legal theory or type or amount of relief or

1 damages claimed, which any Named Plaintiff and all members of the Settlement Class now has,
2 at any time ever had, or hereafter may have against any Releasee, and which in any way arises
3 out of, is based on, or relates in any way to: (i) the facts asserted in the Litigation, including
4 but not limited to: 1) Failure to Pay Wages and Overtime Compensation; 2) Failure to Pay
5 Minimum Wages; 3) Failure to Timely Pay Wages Due At Termination and/or Resignation; 4)
6 Failure to Provide Accurate Itemized Employee Wage Statements; 5) Rest Break Liability
7 under Labor Code § 226.7; 6) Meal Period Liability under Labor Code § 226.7; 7) Violation of
8 Business & Professions Code § 17200, *et seq.*; 8) Failure to Provide Records including
9 personnel or wage records; 9) Penalties Pursuant to PAGA (Labor Code § 2698, *et seq.*); and
10 10) any other applicable provisions of state or federal law, including the applicable IWC wage
11 orders, based on the facts alleged in the Litigation; (ii) attorneys' fees due or allegedly due
12 under Labor Code Section 218.5 or any other statute, regulation, or contractual provision; (iii)
13 other claims that Named Plaintiff or member of the Settlement Class has arising out of, based
14 upon, or relating to the allegations contained in the Litigation; and (iv) penalties or other
15 payments which in any way arise out of, are based on, or relate in any way to any of the
16 foregoing, including but not limited to penalties, premiums, or payments under Labor Code
17 Sections 203, 210, 226(e), 226.3, 226.7, 226.8, 558, 1174.5, 2802, the federal Fair Labor
18 Standards Act, any California Industrial Commission Wage Order, and/or any other statute or
19 regulation regarding the payment of wages (hereinafter the "Settled Claims"). Without in any
20 way limiting the foregoing, Settled Claims shall include all claims, liabilities, rights, demands,
21 suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of
22 action under statutes and regulations set forth in this Section VII(A), whether enforced directly
23 or pursuant to Labor Code Section 2699, Business and Professions Code Section 17200, *et seq.*,
24 or any other mechanism.

25 To the fullest extent permitted by law, Named Plaintiff waives and relinquishes any and
26 all rights or benefits he has or may have under California Civil Code Section 1542, or any
27 comparable provision of state or federal law. California Civil Code Section 1542 provides:
28

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

5 Named Plaintiff acknowledges that he is aware that he or his attorneys may hereafter
6 discover claims or facts in addition to or different from those now known or believed to be true
7 with respect to the subject matter of this Agreement and/or the Settled Claims. Named Plaintiff
8 acknowledges that he intends to and will fully, finally, and forever settle and release any and all
9 claims, including but not limited to the Settled Claims, whether known or unknown, suspected
10 or unsuspected, which now exist, hereinafter may exist, or heretofore may have existed. In
11 furtherance of this intention, the releases contained in this Agreement shall be and remain in
12 effect as full and complete releases by Named Plaintiff without regard to the subsequent
13 discovery or existence of such different or additional claims or facts.

14 Without conceding that any release of claims under the Fair Labor Standards Act
15 (“FLSA”) requires any affirmative conduct or opt-in by the members of the Settlement Class,
16 the Parties agree that the cashing of checks by the members of the Settlement Class shall be
17 deemed an opt-in to an FLSA collective action, the settlement of which includes the FLSA
18 releases specified in this Section VII(A). However, nothing in this Section or elsewhere in this
19 Agreement shall preclude members of the Settlement Class from being bound by the releases in
20 this Agreement whether or not they receive or cash their checks.

21 **B. Publicity.**

22 Named Plaintiff and his counsel agree that they have not and will not publish the
23 Litigation or the Resolution. Named Plaintiff will state that “the case was resolved
24 confidentially” in response to any inquiries. Class Counsel shall not report the Litigation or the
25 Resolution in any medium or in any publication, shall not post or report anything regarding the
26 claims of Named Plaintiff or the Settlement Class or the Resolution on their website, and shall
27 not contact any reporters or media regarding the Resolution. Despite this provision, Class
28 Counsel can discuss the Resolution with the court for purposes of obtaining Preliminary and

1 Final Approval and with Named Plaintiff.

2 **VIII. SETTLEMENT ADMINISTRATOR**

3 Named Plaintiff and Defendants, through their respective counsel, have selected
4 Phoenix Class Action Administration as the Settlement Administrator to administer the
5 Resolution, which includes but is not limited to distributing and responding to inquiries about
6 the Notice of Proposed Class Action Resolution and Workweek Dispute Form, determining the
7 validity of any disputes and opt-outs, and calculating all amounts to be paid from the Net
8 Settlement Amount. Charges and expenses of the Settlement Administrator, estimated to be
9 \$5,000.00, will be paid from the Settlement Amount. Any charges and expenses of the
10 Settlement Administrator greater than the allocated \$5,000.00 will come from the Settlement
11 Amount. If the actual Settlement Administrator fees are less than the Parties' estimation, the
12 difference between the actual and estimated Settlement Administrator fees will revert to the
13 participating Settlement Class members.

14 **IX. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

15 Named Plaintiff and Defendants, through their respective attorneys, have jointly
16 prepared a Notice of Class Action and Proposed Resolution (the "Notice") and a Workweek
17 Dispute Form, which in substance will be provided to the members of the Settlement Class as
18 follows:

19 As soon as practicable following Preliminary Approval of the Resolution, but no later
20 than ten (10) calendar days after the Court's Preliminary Approval order, Defendants will
21 provide to the Settlement Administrator the following information about each Settlement Class
22 member ("Class List"): (1) name; (2) last known home address; (3) number of Eligible
23 Workweeks and if applicable number of Eligible Pay Periods as a class member during the
24 Settlement Period; and (4) social security number. Defendants further agree to consult with the
25 Settlement Administrator prior to the production date to ensure that the format will be
26 acceptable to the Settlement Administrator.

27 The Settlement Administrator shall run all the addresses provided through the United
28 States Postal Service NCOA database (which provides updated addresses for any individual

1 who has moved in the previous four years who has notified the U.S. Postal Service of a
2 forwarding address) to obtain current address information, and shall mail the Notice and
3 Workweek Dispute Form to the members of the Settlement Class via first-class regular U.S.
4 Mail using the most current mailing address information available within ten (10) calendar days
5 of the receipt of the Class List from Defendants. The Notice shall provide the members of the
6 Settlement Class forty five (45) days' notice of all applicable dates and deadlines.

7 The Notice will also include information regarding the nature of the Litigation; a
8 summary of the terms of the Resolution; the definition of the Settlement Class; a statement that
9 the Court has preliminarily approved the Resolution; the nature and scope of the claims being
10 released; the procedure and time period for objecting to the Resolution, the date and location of
11 the Final Approval hearing; information regarding the opt-out procedure; Defendants'
12 calculation of the number of eligible workweeks or pay periods (if applicable) that each
13 Settlement Class member has worked as an employee in California at any time during the
14 Settlement Period, and the average potential recovery for each proposed Settlement Class
15 member. The Notice shall enclose the Dispute Form for Settlement Class members.

16 For each Settlement Class member, the Dispute Form will identify the number of
17 Eligible Workweeks that s/he was employed and inform the employee of their right to dispute
18 this number by completing and returning the form within forty five (45) days of the postmark
19 date of the Workweek Dispute Form. A Settlement Class member's receipt of his or her share
20 of the Net Settlement Payments is not conditional on the submission of the Workweek Dispute
21 Form. Absent the receipt of a Workweek Dispute Form, the number of workweeks identified
22 in the Workweek Dispute Form shall be deemed accurate. The resolution of any disputes
23 concerning the number of Eligible Workweeks is discussed in Section X, below.

24 If a Notice is returned from the initial notice mailing, the Settlement Administrator will
25 submit the applicable and available information, including name, Social Security number, and
26 original mailing address, to a company that specializes in address skip tracing in an attempt to
27 locate a more current address. If the Settlement Administrator is successful in locating a new
28 address, it will re-mail the Notice to the Settlement Class member. Further, any Notices

1 returned with a forwarding address to the Settlement Administrator, as non-deliverable before
2 the deadline date, shall be sent to the forwarding address affixed thereto.

3 The Settlement Administrator will mail a reminder post-card to those Settlement Class
4 members who have not responded to the Notice fourteen (14) days before the expiration of the
5 claim period encouraging Settlement Class members to respond before the deadline.

6 Should any member of the Settlement Class timely submit a Workweek Dispute Form
7 with a deficiency, the Settlement Administrator shall, within five (5) calendar days of receipt
8 by the Settlement Administrator of each timely submitted Workweek Dispute Form, send a
9 deficiency notice. The deficiency notice will provide the member of the Settlement Class no
10 more than fourteen (14) days from the mailing of the deficiency notice to postmark a written
11 response to cure all deficiencies. The failure of a member of Settlement Class to timely submit
12 a Dispute or timely respond to a notice of deficiency shall invalidate the dispute unless all
13 Parties' counsel agree to allow the dispute.

14 No later than twenty-five (25) days before the Final Approval Hearing, the Settlement
15 Administrator shall provide counsel for Defendants and Class Counsel with a declaration
16 attesting to the completion of the Notice process, including the number of attempts to obtain
17 valid mailing addresses for re-sending of any returned Notices, as well as the number of valid
18 Workweek Dispute Forms, opt-outs and deficiencies that the Settlement Administrator
19 received.

20 **B. Objections.**

21 In order for any Settlement Class member to object to this Resolution, or any term of it,
22 the person making the objection must not submit a request for exclusion (i.e., must not opt out).
23 A Settlement Class member making an objection, personally or through an attorney, must
24 submit his or her objection to the Settlement Administrator by mail postmarked by no later than
25 forty five (45) days after the Notice of Proposed Class Action Resolution was initially mailed
26 to the Settlement Class members. Any Settlement Class Member may appear personally or
27 through an attorney, at his or her own expense, at the Final Approval hearing to present his or
28 her objection directly to the Court. However, any attorney who will represent an individual

1 objecting to this Resolution must file a notice of appearance with the Court and serve Class
2 Counsel and Defense Counsel no later than forty five (45) days after the Notice of Proposed
3 Class Action Resolution was initially mailed to the Settlement Class members. If a Settlement
4 Class member objects to the Resolution, the Settlement Class member will remain a member of
5 the Settlement Class and if the Court approves this Agreement, the Settlement Class member
6 will be bound by the terms of the Resolution and Final Approval in the same way and to the
7 same extent as a Settlement Class member who does not object. The date of mailing of the
8 Notice to the objecting Settlement Class member shall be conclusively determined according to
9 the records of the Settlement Administrator. The Court retains final authority with respect to
10 the consideration and admissibility of any Settlement Class member objections. Any
11 Settlement Class member who submits an objection may also participate in the settlement.

12 Named Plaintiff waives any right to object to the Resolution, and hereby endorses the
13 Resolution as fair, reasonable and adequate and in the best interests of the Settlement Class.

14 **C. Opportunity to be Excluded.**

15 In order for any Settlement Class member to validly exclude himself or herself from the
16 Settlement Class and the Resolution (i.e., to validly opt out), a written request for exclusion
17 (“Request to be Excluded”) must be signed by the Settlement Class member or his or her
18 authorized representative and must be sent to the Settlement Administrator, postmarked by no
19 later than forty five (45) days after the date the Settlement Administrator initially mails the
20 Notice to the Settlement Class members. The Notice shall contain instructions on how to opt
21 out.

22 The date of the initial mailing of the Notice and the date the signed Request to be
23 Excluded was postmarked, shall be conclusively determined according to the records of the
24 Settlement Administrator. Any Settlement Class member who timely and validly submits a
25 Request to be Excluded from the Settlement Class and the Resolution will not be entitled to any
26 portion of the Net Settlement Payments, will not be bound by the terms and conditions of the
27 Resolution, and will not have any right to object, appeal, or comment thereon.

28 Any member of the Settlement Class who does not timely file and mail a Request to be

1 Excluded from the Settlement Class will be deemed included in the Settlement Class in
2 accordance with this Resolution. Named Plaintiff waives any right to be excluded from the
3 Settlement Class.

4 **D. Cooperation.**

5 The Parties and their respective counsel agree not to encourage members of the
6 Settlement Class to refrain from participating in the Resolution, to opt out of the Resolution, or
7 to object to the Resolution, directly or indirectly, through any means. However, if a Settlement
8 Class member contacts Class Counsel, Class Counsel may discuss the terms of the Resolution
9 and the Settlement Class member's options.

10 **X. DISPUTE PROCEDURE**

11 Named Plaintiff and Defendants have agreed upon the following procedure to resolve
12 all disputes of the Settlement Class during the Settlement Period.

13 **A. Workweek and Pay Period Information.**

14 In the Dispute Form, each member of the Settlement Class will receive a calculation of
15 the total number of his or her Eligible Work Weeks.

16 If a member of Settlement Class does not dispute the number of Eligible Workweeks set
17 forth in the Dispute Form, such person need not take further action to participate in the
18 Resolution. If the member of the Settlement Class disputes the number of Eligible Workweeks
19 set forth in the Dispute Form, such person must follow the directions in the Dispute Form and
20 in the Notice, including preparing a statement setting forth the number of Eligible Workweeks
21 or Eligible Pay Periods that such person believes in good faith is correct and stating that the
22 member of the Settlement Class authorizes the Settlement Administrator to review the
23 Settlement Class member's personnel/payroll records to determine such information and
24 attaching any relevant documentation in support thereof. The member of the Settlement Class
25 must mail the signed and completed statement no later than forty five (45) days after the date of
26 the mailing of the Dispute Form, or the number of eligible workweeks set forth in the Dispute
27 Form will govern the Net Settlement Payments to the member of the Settlement Class.

28 Upon timely receipt of any such challenge, the Settlement Administrator, in

consultation with counsel for Defendants, will review the pertinent payroll records showing the dates the Settlement Class member was employed and the pertinent leave(s) taken, which records Defendants agree to make available to the Settlement Administrator.

After consulting with counsel for Defendants, the Settlement Administrator shall compute the number of Eligible Workweeks to be used in computing the Settlement Class member's share of the Net Settlement Amount. In the event there is a disparity between the dates a Settlement Class member claims he or she worked during the Settlement Period and the dates indicated by Defendants' records, Defendants' records will control unless inconsistent with paycheck stub(s) (or bona fide copies thereof) provided by the Settlement Class member, in which case the paycheck stub(s) will control. The Settlement Administrator's decision as to the total number of Eligible Workweeks shall be final and non-appealable. The Settlement Administrator shall send written notice of the decision on any such claim to the Settlement Class member and counsel for Defendants within ten (10) calendar days of receipt of the dispute.

XI. COMPUTATION AND DISTRIBUTION OF PAYMENTS

A. Distribution Formula.

Members of the Settlement Class not opting out will receive a lump sum payment as good and valuable consideration for the waiver and release of claims set forth in Section VII(A), above, in an amount determined by the Settlement Administrator as follows:

First, the administrator determines the NSA. Second, the NSA is divided by the total number of Eligible Workweeks for all Settlement Class members to compute the Workweek Amount. Third, the Class Administrator multiplies the Workweek Amount by the number of Eligible Workweeks worked by the individual class member as determined by the Settlement Administrator in accordance with Section X, above, less any applicable withholding taxes based on the Parties stipulated allocation of the Net Settlement Amount as provided for in Section XV, below.

B. Funding of Resolution.

Within twenty one (21) calendar days following the date on which the Court grants

1 Final Approval of the Resolution and a determination of the pro-rata share of the settlement
2 amount to which each member of the Settlement Class is entitled, Defendants will deposit the
3 Settlement Amount into an interest-bearing trust account for the benefit of the participating
4 Settlement Class members and Class Counsel, through the Settlement Administrator. At no
5 time prior to Final Approval of the Resolution shall Defendants be required to escrow any
6 portion of the Settlement Amount.

7 **C. Time for Distribution.**

8 The Settlement Administrator shall cause the Net Settlement Payments, the Court
9 approved attorney's fees and Litigation costs, Court approved enhancement to Named Plaintiff,
10 and PAGA Settlement to be mailed within thirty (30) calendar days following the Date of Final
11 Approval.

12 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
13 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip
14 trace search and, if another address is identified, shall mail the check to the newly identified
15 address. Settlement checks will specifically indicate that they are void if not negotiated within
16 one hundred eighty (180) days of their issuance. Any settlement checks that remain uncashed
17 one hundred eighty (180) or more calendar days after issuance by the Settlement Administrator
18 shall be voided. The Settlement Administrator will remit the entire amount of each Class
19 Member's uncashed Net Settlement Payment to the California State Controller's Office in the
20 name of the Class Member to whom the uncashed Net Settlement Payment check was
21 addressed.

22 **XII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

23 The amounts paid under this Agreement do not represent a modification of any
24 previously credited hours of service under any employee benefit plan, policy or bonus program
25 sponsored by Defendants. Such amounts will not form the basis for additional contributions to,
26 benefits under, or any other monetary entitlement under, benefit plans (self-insured or not)
27 sponsored by Defendants, policies or bonus programs. Any payments made under the terms of
28 this Resolution shall not be applied retroactively, currently or on a going forward basis as

1 salary, earnings, wages, or any other form of compensation for the purposes of Defendants'
2 benefit plan, policy or bonus program. Defendants retain the right to modify the language of
3 their benefit plans, policies and bonus programs to effect this intent and to make clear that any
4 amounts paid pursuant to this Resolution are not for "hours worked," "hours paid," "hours of
5 service," or any similar measuring term as defined by applicable plans, policies and bonus
6 programs for purpose of eligibility, vesting, benefit accrual or any other purpose, and that
7 additional contributions or benefits are not required by this Resolution.

8 **XIII. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

9 Defendants shall not oppose an application by Class Counsel for, and Class Counsel
10 shall not seek or receive an amount in excess of \$73,333.33, which represents 33 1/3% of the
11 Settlement Amount for all past and future attorneys' fees necessary to prosecute, settle and
12 administer the Litigation and this Resolution. Additionally, Defendants shall not oppose an
13 application by Class Counsel for, and Class Counsel shall not seek or receive an amount in
14 excess of \$12,500.00, which represents all past and future Litigation costs and expenses
15 necessary to prosecute, settle and administer the Litigation and this Resolution. Any attorneys'
16 fees or Litigation costs awarded to Class Counsel by the Court shall be deducted from the
17 Settlement Amount for the purpose of determining the Net Settlement Amount. The "future"
18 aspect of these amounts include, without limitation, all time and expenses expended by Class
19 Counsel in defending the Resolution and securing Preliminary and Final Approval (including
20 any appeals therein). There will be no additional charge of any kind to either the members of
21 the Settlement Class or request for additional consideration from Defendants for such work.
22 This amount shall include all attorneys' fees, Litigation costs and expenses for which Named
23 Plaintiff and Class Counsel could claim under any legal theory whatsoever. Within thirty (30)
24 calendar days following the Date of Final Approval, the Settlement Administrator shall
25 disburse payment from the Settlement Amount for the amount of attorneys' fees and Litigation
26 costs approved by the Court to Class Counsel. Should the Court approve a lesser percentage or
27 amount of fees and/or Litigation costs than the amount that Class Counsel ultimately seeks,
28 then the unapproved portion or portions shall revert into the Net Settlement Amount to be

distributed between the participating Settlement Class members on a pro-rata basis.

XIV. ENHANCEMENT TO NAMED PLAINTIFF

Defendants shall not oppose an application by Named Plaintiff and Named Plaintiff shall not seek or receive an amount in excess of \$2,500.00 for Named Plaintiff's participation in and assistance with the Litigation. Any enhancement awarded to Named Plaintiff by the Court shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount and shall be reported on IRS Form 1099. If the Court approves an enhancement of less than a total amount of \$2,500.00 to Named Plaintiff, then the unapproved portion or portions shall revert into the Net Settlement Amount to be distributed between the participating Settlement Class members on a pro-rata basis.

XV. TAXATION AND ALLOCATION

The Parties agree that all employment taxes and other legally-required withholdings for the employee portion of taxes will be withheld from payments to the members of the Settlement Class and Named Plaintiff based on the Parties stipulated allocation of the Net Settlement Amount as provided for in this Section. Employer side taxes will be paid on top of the Gross Settlement.

The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

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

- (1) 10% as wages; and
- (2) 90% as penalties and interest.

Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the

1 date of this Agreement, the processes set forth in this Section may be modified in a manner to
2 bring Defendants into compliance with any such changes.

3 Any and all employment taxes will be paid from the Settlement Amount based on the
4 stipulated Net Settlement Allocation.

5 **CIRCULAR 230 DISCLAIMER**

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

22 **XVI. PRIVATE ATTORNEYS GENERAL ACT ALLOCATION**

23 In order to implement the terms of this Resolution and to settle claims alleged under the
24 Private Attorneys General Act, California *Labor Code* section 2698 *et seq.*, the Parties agree to
25 allocate One Thousand Dollars and Zero Cents (\$1,000.00) of the PAGA claim from which
26 \$750 will be paid as penalties to the LWDA and \$250 will be allocated to the NSA. Within
27 thirty (30) calendar days following the Date of Final Approval, the Settlement Administrator
28 shall disburse the \$750 penalty portion to the California Labor & Workforce Development

Agency (“LWDA”) and will provide notice to the LWDA of the fact that the settlement has been approved by the Court along with a copy of the Settlement Agreement and the Court order confirming the approval of the settlement through the appropriate LWDA/DIR website.

XVII. COURT APPROVAL

This Agreement and the Resolution is contingent upon Final Approval by the Court and the entry of judgment. Named Plaintiff and Defendants agree to take all steps as may be reasonably necessary to secure both Preliminary Approval and Final Approval of the Resolution, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining court approval, and, if necessary, appellate approval, of the Resolution in all respects. Named Plaintiff and Defendants expressly agree that they will not file any objection to the terms of the Resolution or assist or encourage any person or entity to file any such objection.

XVIII. COURT APPROVAL

A. Termination If Court Approval Is Not Obtained.

This Agreement is expressly conditioned upon: (i) entry of a mutually-agreeable Preliminary Approval order; and (ii) entry of a mutually-agreeable Final Approval order. If the Court declines to enter either of these orders, or modifies (in what Defendants reasonably determine to be a material way) any aspect of this Agreement or of such orders, Defendants shall have the independent right to terminate this Agreement as set forth in Section XVIII.D. For purposes of this Section, a “material” modification shall include, but is not limited to, any modification in the releases to be provided, or any modification that would increase the Settlement Amount.

B. Termination If Opt Out Limit Is Exceeded.

If more than two (2) members of the Settlement Class opt out of the Settlement Class, Defendants shall have the right to terminate this Agreement as set forth in Section XVIII.D.

C. Termination After Appeal.

If a court of appeal on review of this Agreement and/or the Final Approval order declares unenforceable, reverses, vacates, or modifies (in what Defendants reasonably

determines to be a material way) any aspect of this Agreement or the Final Approval order, Defendants shall have the independent right to terminate this Agreement as set forth in Section XVIII.D.

D. Termination Procedure and Effect.

If Defendants elect to terminate this Agreement pursuant to Sections XVIII.A., XVIII.B, and/or XVIII.C, Defendants may do so by giving written notice to Class Counsel. Notice of termination pursuant to Section XVIII.B must be given prior to the the Court's judgment and order granting final approval of the class settlement. Notice of termination pursuant to Sections XVIII.A and XVIII.C must be given prior to the later of the following (1) the date of final affirmance on an appeal of the Final Approval order, (2) the date of final dismissal with prejudice of any appeal from the Final Approval order; or (3) if no appeal is filed, three days after the expiration date of the time for filing or noticing of any form for valid appeal from the Final Approval order. If Defendants terminate this Agreement pursuant to Section XVIII, the termination shall void all of the rights, obligations, and releases under this Agreement, except for those provisions that are necessary to effectuate the termination. Within 15 calendar days after notice of termination, the Settlement Administrator shall return all settlement payments made by Defendants prior to such termination (inclusive of interest and exclusive of notice and administration costs already expended). If this Agreement is terminated before Defendants deposit sufficient funds to cover the foregoing items, Defendants shall send to the Settlement Administrator an amount sufficient to cover the notice and administration costs already expended within 30 calendar days after receipt of the Settlement Administrator's invoice of the amounts due.

XIX. MISCELLANEOUS PROVISIONS

A. Stay of Litigation.

Named Plaintiff and Defendants agree to the stay of all discovery in the Litigation, pending Final Approval of the Resolution by the Court.

B. Interpretation of the Agreement.

This Agreement constitutes the entire agreement between Named Plaintiff and

1 Defendants. Except as expressly provided herein, this Agreement has not been executed in
2 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
3 written representations or terms shall modify, vary or contradict its terms. In entering into this
4 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
5 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted
6 and enforced under the laws of the State of California, both in its procedural and substantive
7 aspects, without regard to its conflict of laws provisions. Any claim arising out of or relating to
8 the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the
9 Superior Court of the State of California for the County of Los Angeles, and Named Plaintiff
10 and Defendants hereby consent to the personal jurisdiction of the Court over them solely in
11 connection therewith. The foregoing is only limited to disputes concerning this Agreement and
12 in no way limits or negates the enforceability and effect of any arbitration agreements signed
13 by employees of Defendants obligating them to arbitrate any and all claims on an individual
14 (and not on a class, collective, or representative) basis. Named Plaintiff, on his own behalf and
15 on behalf of the Settlement Class, and Defendants participated in the negotiation and drafting
16 of this Agreement and had available to them the advice and assistance of independent counsel.
17 As such, neither Named Plaintiff nor Defendants may claim that any ambiguity in this
18 Agreement should be construed against the other.

19 The terms and conditions of this Agreement constitute the exclusive and final
20 understanding and expression of all agreements between Named Plaintiff and Defendants with
21 respect to the Resolution of the Litigation. The Agreement may be modified only by a writing
22 signed by the original signatories and approved by the Court.

23 **C. Further Cooperation.**

24 Named Plaintiff and Defendants and their respective attorneys shall proceed diligently
25 to prepare and execute all documents, to seek the necessary approvals from the Court, and to do
26 all things reasonably necessary or convenient to consummate the Agreement as expeditiously
27 as possible.

28 **D. Confidentiality of Documents.**

1 After the expiration of any appeals period, Named Plaintiff, the Settlement
2 Administrator, and Class Counsel shall maintain the confidentiality of all documents,
3 deposition transcripts, declarations and other information obtained in the lawsuit, unless
4 necessary for appeal or such documents are ordered to be disclosed by the Court or by a
5 subpoena.

6 **E. Counterparts.**

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

10 **F. Authority.**

11 Each individual signing below warrants that he or she has the authority to execute this
12 Agreement on behalf of the party for whom or which that individual signs.

13 **G. No Third Party Beneficiaries.**

14 Named Plaintiff, members of the Settlement Class, and Releasees are direct
15 beneficiaries of this Agreement, but there are no third party beneficiaries.

16 **H. Force Majeure.**

17 The failure of any party to perform any of its obligations hereunder shall not subject
18 such party to any liability or remedy for damages, or otherwise, where such failure is
19 occasioned in whole or in part by acts of God, fires, accidents, earthquakes, other natural
20 disasters, explosions, floods, wars, interruptions or delays in transportation, power outages,
21 labor disputes or shortages, shortages of material or supplies, governmental laws, restrictions,
22 rules or regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any
23 other similar or different circumstances or causes beyond the reasonable control of such party.

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

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

27 **J. Severability.**

28 In the event that any one or more of the provisions contained in this Agreement shall for

any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

Dated: January __, 2021

By: Brian Perry

Dated: January __, 2021

PICROW, INC.

Name: _____
Title: _____

Dated: January __, 2021

PICROW UNLIMITED, LLC

Name: _____
Title: _____

Dated: January __, 2021

By: Electra Lang

Dated: January __, 2021

By: Peter A. Lang

APPROVED AS TO FORM:

Dated: January __, 2021

HARRIS & RUBLE

ALAN HARRIS
DAIVD GARRETT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LIN ZHAN
Attorneys for Plaintiff Brian Perry

Dated: January __, 2021

FISHER & PHILLIPS LLP

BORIS SORSHER
REBECCA KING
Attorneys for Defendants
PICROW, INC.; PICROW UNLIMITED, LLC;
ELECTRA LANG; PETER A. LANG; and
HORMEL FOODS CORPORATION