

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*

FIRST AMENDED STIPULATION OF
RESOLUTION

Complaint Filed:
Trial Date: NONE SET

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1 Plaintiff BRIAN PERRY ("Named Plaintiff") and Defendants PICROW, INC.; PICROW
2 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, and
8 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 to
12 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 charged
16 by the Settlement Administrator in connection with the execution of its duties under this
17 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. Aggrieved Employees.** For settlement purposes only, pursuant to California
21 *Code of Civil Procedure* § 2699, *et seq.*, the Parties agree that the term "Aggrieved Employees"
22 is defined as: all persons who are or were employed by Defendants on a December 2019 Hormel
23 commercial shoot identified as Hormel 0000019050 as an employee in the State of California at
24 any time between December 1, 2019 to January 7, 2020. Penalties recoverable pursuant to
25 California's Private Attorneys General Act ("PAGA") on behalf of the Aggrieved Employees
26 shall be known as the "PAGA Settlement".

27 **D. Class Counsel.** The term "Class Counsel" as used herein means Harris & Ruble
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1 and all the lawyers of that firm, specifically including but not limited to Alan Harris, Esq., David
2 Garrett, Esq. and Lin Zhan, Esq., who are (or were at some time) counsel for and acting on behalf
3 of Named Plaintiff and the Settlement Class. The term Class Counsel shall be used
4 synonymously with the term Plaintiff's Counsel.

5 **E. Defense Counsel.** The term "Defense Counsel" shall mean and refer to Boris
6 Sorsher and Rebecca King from the firm of Fisher & Phillips.

7 **F. Court.** The term "Court" as used herein means the Superior Court of the State of
8 California for the County of Los Angeles.

9 **G. Final.** The term "Final" means the latest of: (1) the date of final affirmation of
10 the Final Approval from any appeal, the expiration of the time for, or the denial of, a petition to
11 review the Final Approval, or if review is granted, the date of final affirmation of the Final
12 Approval following review pursuant to that grant; or (2) the date of final dismissal or resolution
13 of any appeal from the Final Approval or the final dismissal or resolution of any proceeding to
14 review the Final Approval, provided that the Final Approval is affirmed and/or not reversed in
15 any part; or (3) if no appeal is filed, the expiration date of the time for the filing or noticing of
16 any appeal from the Court's Final Approval of the Resolution, as determined under Rule
17 8.104(a)(3) of the California Rules of Court.

18 **H. Date of Final Approval.** The terms "Date of Final Approval" or "Final
19 Approval" as used herein mean the date the formal judgment entered by the Court at the Final
20 Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement,
21 becomes Final. .

22 **I. Defendants.** The term "Defendants" as used herein means PICROW, INC.,
23 PICROW UNLIMITED, LLC, ELECTRA LANG, PETER A. LANG, and HORMEL FOODS
24 CORPORATION.

25 **J. Eligible Work Weeks.** The term "Eligible Work Week" refers to any workweek
26 during which the class member worked for Defendants during the Settlement Period.

27 **K. Litigation.** The term "Litigation" as used herein means the action entitled *Perry*
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1 commercial shoot identified as Hormel 0000019050 as an employee in the State of California at
2 any time between December 1, 2019 to January 7, 2020.

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

5 **II. BACKGROUND**

6 A. In the Litigation, the Named Plaintiff alleges, *inter alia*, on behalf of himself and
7 all others similarly situated, that Defendants violated California state wage and hour laws, the
8 California *Business and Professions Code* Section 17200 *et seq.*, and PAGA, as a result of
9 Defendants’ California wage and hour policies and practices. Specifically, Named Plaintiff
10 alleges that Defendants failed to pay its employees at or above the applicable minimum wage
11 rates, failed to provide regular, overtime, and double time pay, failed to provide meal breaks
12 (including first and second meal breaks), and failed to authorize and permit legally compliant
13 rest breaks each day based on the hours worked by each employee. Named Plaintiff further
14 alleged that the aforementioned resulted in the employees receiving inaccurate wage statements,
15 and the underpayment and late payment of wages to employees upon termination and/or
16 resignation. Finally, Named Plaintiff alleged that Defendants failed to produce employment
17 records.

18 B. Class Counsel conducted informal discovery that yielded information and
19 documentation concerning the claims set forth in the Litigation, such as Defendants’ policies and
20 procedures regarding the payment of wages, the provision of meal and rest breaks, time keeping
21 policies, including recording hours, issuance of wage statements, and providing all wages at
22 separation, as well as information regarding the number of putative class members, the average
23 number of hours worked, the wage rates in effect, and length of employment for the average
24 putative class member.

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

7 D. Class Counsel have conducted an investigation of the law and facts relating to the
8 claims asserted in the Litigation and have concluded, taking into account the sharply contested
9 issues involved, the defenses asserted by Defendants, the expense and time necessary to pursue
10 the Litigation through trial and any appeals, the risks and costs of further prosecution of the
11 Litigation, the risk of an adverse outcome, the uncertainties of complex litigation, and the
12 substantial benefits to be received by Named Plaintiff and the members of the Settlement Class
13 pursuant to this Agreement, that a settlement with Defendants on the terms and conditions set
14 forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class. Named
15 Plaintiff, on his own behalf and on behalf of the Settlement Class, has agreed to settle the
16 Litigation with Defendants on the terms set forth herein.

17 E. Defendants have concluded that, because of the substantial expense of defending
18 against the Litigation, the length of time necessary to resolve the issues presented herein, the
19 inconvenience involved, and the concomitant disruption to their business operations, it is in
20 Defendants' best interests to accept the terms of this Agreement. Defendants deny each of the
21 allegations and claims asserted against them in the Litigation. However, Defendants nevertheless
22 desire to settle the Litigation for the purpose of avoiding the burden, expense and uncertainty of
23 continuing litigation and for the purpose of putting to rest the controversies engendered by the
24 Litigation.

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

3 **III. JURISDICTION**

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

11 **IV. STIPULATION OF CLASS CERTIFICATION**

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

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

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

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

8 **VI. STATEMENT OF NO ADMISSION**

9 A. Defendants deny liability to Named Plaintiff and to the Settlement Class upon any
10 claim or cause of action. This Agreement does not constitute, and is not intended to constitute,
11 an admission by Defendants as to the merits, validity, or accuracy of any of the allegations or
12 claims made against them in the Litigation.

13 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor
14 any statements, discussions or communications, nor any materials prepared, exchanged, issued
15 or used during the course of the negotiations leading to this Agreement or the Resolution, is
16 intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be
17 used or be admissible in any way in this case or any other judicial, arbitral, administrative,
18 investigative or other forum or proceeding as evidence of any violation of any federal, state, or
19 local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law
20 or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly
21 or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other
22 forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
23 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in
24 equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in
25 any proceeding before the Court that has as its purpose the interpretation, implementation, or
26 enforcement of this Agreement or any orders or judgments of the Court entered in connection
27 with the Resolution.
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1 C. None of the documents produced or created by Named Plaintiff or the Settlement
2 Class in connection with the claims procedures or claims resolution procedures constitute, and
3 they are not intended to constitute, an admission by Defendants of any violation of any federal,
4 state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or
5 duty at law or in equity.

6 D. The Parties agree that class certification pursuant to California *Code of Civil*
7 *Procedure* Section 382 under the terms of this Agreement is for settlement purposes only.
8 Nothing in this Agreement will be construed as an admission or acknowledgement of any kind
9 that any class should be certified or given collective treatment in the Litigation or in any other
10 action or proceeding. Further, neither this Agreement nor the Court's actions with regard to this
11 Agreement will be admissible in any court or other tribunal regarding the propriety of class
12 certification or collective treatment. In the event that this Agreement is not approved by the
13 Court or any appellate court, is terminated, or otherwise fails to be enforceable, Named Plaintiff
14 will not be deemed to have waived, limited or affected in any way any claims, rights or remedies
15 in the Litigation, and Defendants will not be deemed to have waived, limited, or affected in any
16 way any of their objections or defenses in the Litigation, including their right to make use of any
17 affirmative defenses.

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

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

20 Upon the Date of Final Approval, once settlement checks are mailed to the Class
21 Members by the Claims Administrator, for the Settlement Period, Named Plaintiff and all
22 members of the Settlement Class, except those that make a valid and timely request to be
23 excluded from the Settlement Class and Resolution, waive, release, and discharge : (i) Defendants
24 and each and all of Defendants' past or present partners, parents, subsidiaries, or affiliates
25 (regardless of whether such partners, parents, subsidiaries, or affiliates are individuals, trusts,
26 estates, corporations, partnerships, limited partnerships, limited liability companies, or other
27 forms of entity); (ii) each and all of the predecessor or successor entities of any of those entities
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1 identified in subparagraph (i); (iii) any other individuals or entities of any kind, including but not
2 limited to any payroll companies, which have been or could be alleged to be in any manner
3 responsible (whether on an alter ego, joint employer, integrated enterprise, or any other theory)
4 for any actual or alleged violations described in the Litigation; and (iv) all past and present
5 directors, officers, representatives, insurers, agents, shareholders, partners, members, lawyers,
6 and employees of any of the individuals or entities identified in subparagraphs (i), (ii), or (iii),
7 including but not limited to Entertainment Partners Enterprises, LLC, Entertainment Partners
8 Services, LLC, GEP Talent Services, LLC, or any other entity operating under the trade name
9 Entertainment Partners and any and all other entities with whom they have been, are now, or may
10 hereafter be affiliated (hereinafter "Releasees"), from any and all claims, demands, rights,
11 liabilities and causes of action of every nature, known or unknown, that were alleged in the
12 Litigation or which could have been alleged in the Litigation ion , and which in any way arises
13 out of, is based on, or relates in any way to: (i) the facts asserted in the Litigation, including but
14 not limited to: 1) Failure to Pay Wages and Overtime Compensation; 2) Failure to Pay Minimum
15 Wages; 3) Failure to Timely Pay Wages Due At Termination and/or Resignation or during
16 employment including claims under Labor Code sections 204 and 210; 4) Failure to Provide
17 Accurate Itemized Employee Wage Statements; 5) Rest Break Liability under Labor Code §
18 226.7; 6) Meal Period Liability under Labor Code § 226.7; 7) Violation of Business &
19 Professions Code § 17200, *et seq.*; 8) Failure to Provide Records including personnel or wage
20 records; and 9) Failure to reimburse business expenses in violation of Labor Code 2802 and 10)
21 any other applicable provisions of state or federal law, including the applicable IWC wage orders,
22 based on the facts alleged in the Litigation; (ii) attorneys' fees due or allegedly due under Labor
23 Code Section 218.5 or any other statute, regulation, or contractual provision which in any way
24 arise out of, are based on, or relate in any way to any of the foregoing; (iii); and (iii) penalties or
25 other payments which in any way arise out of, are based on, or relate in any way to any of the
26 foregoing, including but not limited to penalties, premiums, or payments under Labor Code
27 Sections 203, 204, 210, 226(e), 226.3, 226.7, 226.8, 558, 1174.5, 2802, the federal Fair Labor
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1 Standards Act, any California Industrial Commission Wage Order, and/or any other statute or
2 regulation regarding the payment of wages (hereinafter the "Settled Claims"). Without in any
3 way limiting the foregoing, Settled Claims shall include all claims, liabilities, rights, demands,
4 suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of
5 action under statutes and regulations set forth in this Section VII(A), whether enforced directly
6 or pursuant to Labor Code Section 2699, Business and Professions Code Section 17200, et seq.,
7 or any other mechanism.

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

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

15
16 Named Plaintiff acknowledges that he is aware that he or his attorneys may hereafter
17 discover claims or facts in addition to or different from those now known or believed to be true
18 with respect to the subject matter of this Agreement and/or the Settled Claims. Named Plaintiff
19 acknowledges that he intends to and will fully, finally, and forever settle and release any and all
20 claims, including but not limited to the Settled Claims, whether known or unknown, suspected
21 or unsuspected, which now exist, hereinafter may exist, or heretofore may have existed. In
22 furtherance of this intention, the releases contained in this Agreement shall be and remain in
23 effect as full and complete releases by Named Plaintiff without regard to the subsequent
24 discovery or existence of such different or additional claims or facts.

25 Without conceding that any release of claims under the Fair Labor Standards Act
26 ("FLSA") requires any affirmative conduct or opt-in by the members of the Settlement Class, the
27 Parties agree that the cashing of checks by the members of the Settlement Class shall be deemed
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1 an opt-in to an FLSA collective action, the settlement of which includes the FLSA releases
2 specified in this Section VII(A). However, nothing in this Section or elsewhere in this Agreement
3 shall preclude members of the Settlement Class from being bound by the releases in this
4 Agreement whether or not they receive or cash their checks.

5 **B. PAGA Release**

6 Whether or not a Class Member chooses to opt out of the Class Settlement pursuant to
7 paragraph IX(C) of this Resolution, that Aggrieved Employee shall receive a check for his/her
8 portion of the PAGA Settlement and shall upon mailing of such check release the claims for
9 penalties pursuant to PAGA (Labor Code § 2698, *et seq.*) for all the following alleged violations
10 set forth in Plaintiff's January 29, 2020, letter to the LWDA, Complaint and First Amended
11 Complaint: 1) Failure to timely pay wages/ and or final wages to Plaintiff and other similarly
12 situated employees in violation of Sections 201.5, 203, 204, and 210 of the California Labor
13 Code; 2) Failure to fully, accurately or timely pay regular, overtime and minimum wage in
14 violation of Labor Code 510, 515, 1194 and 1194.2; 3) Failure to provide proper itemized wage
15 statements in violation of Labor Code 226(a); 4) Failure to reimburse business expenses in
16 violation of Labor Code 2802; 5) Failure to provide proper meal periods or to pay meal period
17 premium wages at all or at the regular rate in violation of Labor Code 226.7; 6) Failure to provide
18 proper rest periods or to pay rest period premium wages at all or the regular rate in violation of
19 Labor Code 226.7; and 7) Failure to keep complete and accurate payroll records in violation of
20 Labor Code section 1174..

21 **C. Publicity.**

22 Named Plaintiff and his counsel agree that they have not and will not publicize 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
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1 Counsel can discuss the Resolution with the court for purposes of obtaining Preliminary and
2 Final Approval and with Named Plaintiff and may also discuss the case with any Aggrieved
3 Employee or Settlement Class Member.

4 **VIII. SETTLEMENT ADMINISTRATOR**

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

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

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

20 As soon as practicable following Preliminary Approval of the Resolution, but no later
21 than ten (10) calendar days after the Court's Preliminary Approval order, Defendants will provide
22 to the Settlement Administrator the following information about each Settlement Class member
23 ("Class List"): (1) name; (2) last known home address; (3) number of Eligible Workweeks and
24 if applicable number of Eligible Pay Periods as a class member during the Settlement Period; and
25 (4) social security number. Defendants further agree to consult with the Settlement Administrator
26 prior to the production date to ensure that the format will be acceptable to the Settlement
27 Administrator.
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1 The Settlement Administrator shall run all the addresses provided through the United
2 States Postal Service NCOA database (which provides updated addresses for any individual who
3 has moved in the previous four years who has notified the U.S. Postal Service of a forwarding
4 address) to obtain current address information, and shall mail the Notice and Workweek Dispute
5 Form to the members of the Settlement Class via first-class regular U.S. Mail using the most
6 current mailing address information available within ten (10) calendar days of the receipt of the
7 Class List from Defendants. The Notice shall provide the members of the Settlement Class forty
8 five (45) days' notice of all applicable dates and deadlines.

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

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

27 If a Notice is returned from the initial notice mailing, the Settlement Administrator will
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1 submit the applicable and available information, including name, Social Security number, and
2 original mailing address, to a company that specializes in address skip tracing in an attempt to
3 locate a more current address. If the Settlement Administrator is successful in locating a new
4 address, it will re-mail the Notice to the Settlement Class member. Further, any Notices returned
5 with a forwarding address to the Settlement Administrator, as non-deliverable before the deadline
6 date, shall be sent to the forwarding address affixed thereto.

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

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

21 **B. Objections.**

22 In order for any Settlement Class member to object to this Resolution, or any term of it,
23 the person making the objection must not submit a request for exclusion (i.e., must not opt out).
24 A Settlement Class member make objection, personally or through an attorney, must submit his
25 or her objection to the Settlement Administrator by mail postmarked by no later than forty five
26 (45) days after the Notice of Proposed Class Action Resolution was initially mailed to the
27 Settlement Class members. Any Settlement Class Member may appear personally or through an
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1 attorney, at his or her own expense, at the Final Approval hearing to present his or her objection
2 directly to the Court. However, any attorney who will represent an individual objecting to this
3 Resolution must file a notice of appearance with the Court and serve Class Counsel and Defense
4 Counsel no later than forty five (45) days after the Notice of Proposed Class Action Resolution
5 was initially mailed to the Settlement Class members. If a Settlement Class member objects to
6 the Resolution, the Settlement Class member will remain a member of the Settlement Class and
7 if the Court approves this Agreement, the Settlement Class member will be bound by the terms
8 of the Resolution and Final Approval in the same way and to the same extent as a Settlement
9 Class member who does not object. The date of mailing of the Notice to the objecting Settlement
10 Class member shall be conclusively determined according to the records of the Settlement
11 Administrator. The Court retains final authority with respect to the consideration and
12 admissibility of any Settlement Class member objections. Any Settlement Class member who
13 submits an objection may also participate in the settlement.

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

16 **C. Opportunity to be Excluded.**

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

23 The date of the initial mailing of the Notice and the date the signed Request to be
24 Excluded was postmarked, shall be conclusively determined according to the records of the
25 Settlement Administrator. Any Settlement Class member who timely and validly submits a
26 Request to be Excluded from the Settlement Class and the Resolution will not be entitled to any
27 portion of the Net Settlement Payments, will not be bound by the terms and conditions of the
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1 Resolution, and will not have any right to object, appeal, or comment thereon; except that such
2 Settlement Class Members shall remain Aggrieved Employees who will be paid their share of
3 the PAGA Settlement.

4 Any member of the Settlement Class who does not timely file and mail a Request to be
5 Excluded from the Settlement Class will be deemed included in the Settlement Class in
6 accordance with this Resolution. Named Plaintiff waives any right to be excluded from the
7 Settlement Class.

8 **D. Cooperation.**

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

14 **X. DISPUTE PROCEDURE**

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

17
18 In the Dispute Form, each member of the Settlement Class will receive a calculation of
19 the total number of his or her Eligible Work Weeks.

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

5 Upon timely receipt of any such challenge, the Settlement Administrator, in consultation
6 with counsel for Defendants, will review the pertinent payroll records showing the dates the
7 Settlement Class member was employed and the pertinent leave(s) taken, which records
8 Defendants agree to make available to the Settlement Administrator.

9 After consulting with counsel for Defendants, the Settlement Administrator shall compute
10 the number of Eligible Workweeks to be used in computing the Settlement Class member's share
11 of the Net Settlement Amount. In the event there is a disparity between the dates a Settlement
12 Class member claims he or she worked during the Settlement Period and the dates indicated by
13 Defendants' records, Defendants' records will control unless inconsistent with paycheck stub(s)
14 (or bona fide copies thereof) provided by the Settlement Class member, in which case the
15 paycheck stub(s) will control. The Settlement Administrator's decision as to the total number of
16 Eligible Workweeks shall be final and non-appealable. The Settlement Administrator shall send
17 written notice of the decision on any such claim to the Settlement Class member and counsel for
18 Defendants within ten (10) calendar days of receipt of the dispute. Any dispute resulting in a
19 change in the number of aggregate workweeks will result in a recalculation of net payment
20 amounts to Class Members.

21 **XI. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

22 **A. Distribution Formula.**

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

26 First, the administrator determines the NSA. Second, the NSA is divided by the total
27 number of Eligible Workweeks for all Settlement Class members to compute the Workweek
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1 Amount, using the Eligible Workweeks as finally determined after resolution as described in
2 Section of any disputes as described in Section 10. Third, the Class Administrator multiplies the
3 Workweek Amount by the number of Eligible Workweeks worked by the individual class
4 member as determined by the Settlement Administrator in accordance with Section X, above,
5 less any applicable withholding taxes based on the Parties stipulated allocation of the Net
6 Settlement Amount as provided for in Section XV, below.

7 The Net PAGA Settlement (\$2,500) shall be paid to the Aggrieved Employees (the
8 "PAGA Allocation") as follows: The PAGA Allocation will be based upon on each Aggrieved
9 Employee's Eligible Workweeks during the PAGA Period divided by total number of Aggrieved
10 Employee Eligible Workweeks during the PAGA Period, times \$2,500 (the Net PAGA
11 Settlement after Payment of penalties to the LWDA).

12 **B. Funding of Resolution.**

13 Within twenty one (21) calendar days following the date on which the judgment
14 approving the Resolution becomes Final and a determination of the pro-rata share of the
15 settlement amount to which each member of the Settlement Class is entitled, Defendants will
16 deposit the Settlement Amount into an interest-bearing trust account for the benefit of the
17 participating Settlement Class members and Class Counsel, through the Settlement
18 Administrator. At no time prior to Final Approval of the Resolution shall Defendants be required
19 to escrow any portion of the Settlement Amount.

20 **C. Time for Distribution.**

21 The Settlement Administrator shall cause, the Court approved attorney's fees and
22 Litigation costs, Court approved enhancement to Named Plaintiff, settlement checks to Class
23 Members and Aggrieved Employees, tax payments and the portion of the PAGA Settlement
24 being sent to the LWDA to be mailed within thirty (30) calendar days following the Date of Final
25 Approval.

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

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

9 The amounts paid under this Agreement do not represent a modification of any previously
10 credited hours of service under any employee benefit plan, policy or bonus program sponsored
11 by Defendants. Such amounts will not form the basis for additional contributions to, benefits
12 under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by
13 Defendants, policies or bonus programs. Any payments made under the terms of this Resolution
14 shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages,
15 or any other form of compensation for the purposes of Defendants' benefit plan, policy or bonus
16 program. Defendants retain the right to modify the language of their benefit plans, policies and
17 bonus programs to effect this intent and to make clear that any amounts paid pursuant to this
18 Resolution are not for "hours worked," "hours paid," "hours of service," or any similar measuring
19 term as defined by applicable plans, policies and bonus programs for purpose of eligibility,
20 vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not
21 required by this Resolution.

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

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

17 **XIV. ENHANCEMENT TO NAMED PLAINTIFF**

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

26 **XV. TAXATION AND ALLOCATION**

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

5 The amount of federal income tax withholding will be based upon applicable federal
6 codes and regulations. Income tax withholding will also be made pursuant to applicable state
7 and/or local withholding codes or regulations.

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

- 10 (1) 10% as wages; and
11 (2) 80% as penalties and
12 (3) 10% interest.

13 All payments to Aggrieved Employees of the Net PAGA Payment shall be deemed 100%
14 penalties and interest.

15 Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by
16 the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code,
17 the regulations promulgated thereunder, or other applicable tax law, is changed after the date of
18 this Agreement, the processes set forth in this Section may be modified in a manner to bring
19 Defendants into compliance with any such changes.

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

22 **CIRCULAR 230 DISCLAIMER.**

23 EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE
24 "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT
25 OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
26 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
27 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
28 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER
ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE

1 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
2 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED);
3 (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON
4 HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
5 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
6 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
7 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
8 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON
9 ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER
10 TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
11 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
12 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
13 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR
14 ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
15 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
16 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE
17 OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
18 BY THIS AGREEMENT.

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

21 In order to implement the terms of this Resolution and to settle claims alleged under the
22 Private Attorneys General Act, California *Labor Code* section 2698 *et seq.*, the Parties agree to
23 allocate Ten Thousand Dollars and Zero Cents (\$10,000.00) (the "PAGA Payment") of the
24 PAGA claim from which \$7,500 will be paid as penalties to the LWDA and \$2,500 will be
25 allocated to the Aggrieved Employees (the "Net PAGA Settlement"). Within thirty (30) calendar
26 days following the Date of Final Approval, the Settlement Administrator shall disburse the
27 \$7,500 penalty portion to the California Labor & Workforce Development Agency ("LWDA")
28 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 Court’s judgment

1 and order granting final approval of the class settlement. Notice of termination pursuant to
2 Sections XVIII.A and XVIII.C must be given prior to the date the settlement becomes Final.
3 Within 15 calendar days after notice of termination, the Settlement Administrator shall return
4 all settlement payments made by Defendants prior to such termination (inclusive of interest and
5 exclusive of notice and administration costs already expended). If this Agreement is terminated
6 before Defendants deposit sufficient funds to cover the foregoing items, Defendants shall send
7 to the Settlement Administrator an amount sufficient to cover the notice and administration
8 costs already expended within 30 calendar days after receipt of the Settlement Administrator's
9 invoice of the amounts due. In the event of any termination under these provisions, the Parties
10 shall be returned to their positions as if this Settlement had never been entered into.

11 **XIX. MISCELLANEOUS PROVISIONS**

12 **A. Stay of Litigation.**

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

15 **B. Interpretation of the Agreement.**

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

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

12 **C. Further Cooperation.**

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

17 **D. Confidentiality of Documents.**

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

22 **E. Counterparts.**

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

26 **F. Authority.**

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

2 **G. No Third Party Beneficiaries.**

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

5 **H. Force Majeure.**

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

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

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

16 **J. Severability.**

17 In the event that any one or more of the provisions contained in this Agreement shall for
18 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
19 unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel,
20 on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such
21 invalid, illegal, or unenforceable provision had never been included in this Agreement.

22 **K. Notice of Entry of Judgment.** Notice of Entry of Judgment Following Final
23 Approval of Class Settlement shall state that “[o]n [date of entry of Judgment], 202_, the Court
24 entered Judgment in this Class Action Settlement. The Judgment shall be attached to the Notice
25 of Entry of Judgment. The Notice of Entry of the Court’s Judgment shall be effectuated by: (a)
26 serving it on the Settlement Class through service upon Defendant’s counsel by Class Counsel,
27 and (b) posting it on the Claims Administrator’s website. Cal. Rules of Court, rule 3.771(b)).
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Dated: August __, 2021

By: Brian Perry

Dated: August 26, 2021

PICROW, INC.

Name: Peter A. Lang
Title: President

Dated: August 26, 2021

PICROW UNLIMITED, LLC

Name: Peter A. Lang
Title: President

Dated: August 26, 2021

By: Electra Lang

Dated: August 26, 2021

By: Peter A. Lang

APPROVED AS TO FORM:

Dated: August __, 2021

HARRIS & RUBLE

ALAN HARRIS
DAVID GARRETT
LIN ZHAN
Attorneys for Plaintiff Brian Perry

Dated: August __, 2021

FISHER & PHILLIPS LLP

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