

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiff German Espinosa (“Plaintiff,” or the “Class Representative”), individually and on behalf of all members of the Settlement Class (defined below), and Defendant States Drawer Box Specialties, LLC (“Defendant”) (Plaintiff and Defendant are referred to herein collectively as the “Parties”). Plaintiff and the Settlement Class are represented by Paul K. Haines of Haines Law Group, APC, Sam Sani of Sani Law, APC (“Class Counsel”). Defendant is represented by Kendall C. Swanson and Jacob G. Grillot of Currier & Hudson, APC.

Plaintiff filed the Class Action Complaint on April 23, 2021 and Plaintiff filed the operative First Amended Class and Representative Action Complaint on June 28, 2021 against Defendant in Orange County Superior Court, in the matter entitled *German Espinosa v. States Drawer Box Specialties, LLC*, Case No. 30-2021-011971170-CU-OE-CXC (“Complaint” or “Lawsuit”). The Complaint alleges that Defendant: (i) failed to pay non-exempt employees all minimum wages and overtime wages owed due to Defendant’s minimum wage and overtime wage policies/practices; (ii) failed to provide meal periods in accordance with California law or pay meal period premiums for missed and/or non-compliant meal periods; (iii) failed to authorize and permit rest periods in accordance with California law or pay rest period premiums for missed and/or non-compliant rest periods. As a result of the foregoing alleged violations, Plaintiff contends that Defendant issued deficient wage statements to non-exempt employees, failed to pay all final wages owed to non-exempt employees who separated their employment from Defendant, engaged in unlawful business practices pursuant to California Business and Professions Code sections 17200, *et seq.*, and is subject to civil penalties under the Private Attorneys General Act as set forth in Labor Code sections 2698 *et seq.*

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to certification of the following Settlement Class:

All current and former non-exempt employees of Defendant in California at any time from April 23, 2017 through June 30, 2022.

The Parties agree that certification for the purpose of settlement is not an admission that class certification is proper under Section 382 of the California Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release.** Upon Defendant’s deposit of the Maximum Settlement Amount with the claims administrator as set forth in Paragraph 3.B. below, Plaintiff and every member of the Settlement Class (except those who opt out of the Settlement Agreement) will release and discharge Defendant, its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its respective

successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys (collectively the “Released Parties”) as follows:

- A. Settlement Class Members, except those who opt-out pursuant to Section 9.D. herein, will release any and all federal and state wage-and-hour claims, demands, rights, liabilities, and causes of action of every nature and description, whether known or unknown, that were or could have been asserted based on the factual allegations in the Complaint by Plaintiff against Defendant, including, without limitation, all of the following: (a) statutory, constitutional, contractual, or common law claims for unpaid wages, overtime, restitution, interest, liquidated damages and/or penalties; (b) claims for any alleged underpayment of wages, including failure to pay all minimum wages and overtime wages owed; (c) claims for failure timely to pay wages when due; (d) claims for failure to provide compliant meal periods or pay meal period premiums for missed and/or non-compliant meal periods; (e) claims for failure to authorize and permit compliant rest periods or pay rest period premiums for missed and/or non-compliant rest periods; (f) claims for failure to keep accurate records of non-exempt employees’ hours worked and wages earned; (g) claims for wage statement violations; (h) waiting time penalties under Labor Code section 203 deriving from the same underlying violations; (i) unfair business practices under California Business & Professions Code section 17200 *et seq.*, (j) liquidated damages, interest, attorney’s fees, litigation costs, restitution, or equitable relief (collectively, the “Released Claims”). The period of the Released Claims shall extend from April 23, 2017 through June 30, 2022 (the “Class Period”). Settlement Class Members, regardless of whether they opt-out pursuant to Section 9.D. herein, will also release all claims for civil penalties under the California Labor Code Private Attorney General Act, Labor Code section 2698 *et seq.* (“PAGA”) with respect to the underlying wage and hour claims that were pled or that could have been pled in the Complaint and in Plaintiff’s April 23, 2021 letter to the Labor and Workforce Development Agency (the “PAGA Released Claims”). The period of the PAGA Released Claims shall extend from April 23, 2020 through June 30, 2022 (the “PAGA Period”).
- B. A Settlement Class Member’s cashing of his or her Settlement Payment check shall be considered consent and an opt-in to the settlement of all related federal wage and hour claims under the Fair Labor Standards Act, and each Settlement Class Member who cashed and/or endorses by signature his or her Settlement Payment check will waive his or her rights to bring related claims under the Fair Labor Standards Act for the Class Period. Each Settlement Payment check will include the following disclaimer: “BY ENDORSING AND/OR CASHING THIS CHECK YOU ARE AGREEING TO THE TERMS OF THE SETTLEMENT REACHED IN *GERMAN ESPINOSA v. STATES DRAWER BOX SPECIALTIES, LLC* CASE NO. 30-2021-01197170-CU-OE-CXC AND AGREE TO OPT-IN TO THE SETTLEMENT AND TO RELEASE ANY CLAIMS YOU MAY HAVE UNDER THE FAIR LABOR STANDARDS ACT.” A Settlement Class Member who does not cash and/or endorse by signature his or her Settlement Payment check will retain his or her rights and claims under the Fair Labor Standards Act, but shall still be deemed to have accepted and agreed to the terms of the Class Release relating

to any claims under California Law, unless he or she submits a timely written request for exclusion, consistent with Paragraph 9.D.

- C. In light of the Class Representative Enhancement Payment, Plaintiff has further agreed to release the Released Parties, in addition to the Released Claims described above, from any and all claims, demands, rights, liabilities, and causes of action, known or unknown, of every nature and description, between Plaintiff and the Released Parties, from the beginning of time to June 30, 2022, including but not limited to those claims raised in the Lawsuit and those arising from or related to Plaintiff's employment with Defendant or the termination thereof, including but not limited to claims arising under any federal, state, or local constitutional, statutory, regulatory, contractual or common law claims for unpaid wages, premium pay, wage deductions, unreimbursed business expenses, waiting-time penalties, or other penalties, for overtime, failure to provide compliant meal periods or pay meal period premiums for missed and/or non-compliant meal periods, failure to authorize and permit compliant rest periods or pay rest period premiums for missed and/or non-compliant rest periods, improper wage statements, untimely payment of wages, inaccurate or incomplete recordkeeping, vacation forfeiture, personal day forfeiture, and other wage-and-hour violations; attorney's fees or injunctive relief; claims arising from or dependent on the Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000, *et seq.*; the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.*; the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*; the Civil Rights Act of 1991; 42 U.S.C. § 1981; Executive Order 11246; Executive Order 11141; the Age Discrimination in Employment Act, the Rehabilitation Act of 1973; the Equal Pay Act; the Federal Employee Polygraph Protection Act; the National Labor Relations Act; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the California Fair Employment and Housing Act, including Government Code sections 12900, *et seq.*; the California Family Rights Act; the California Labor Code; any applicable order of the California Industrial Welfare Commission and all of their implementing regulations; claims arising from or dependent on federal or local laws or regulations prohibiting discrimination or harassment in employment or otherwise, or enforcing express or implied contracts, requiring employers to deal fairly or in good faith, or restricting an employer's right to terminate employees, wrongful discharge, wrongful termination in violation of public policy, constructive termination, or retaliation; defamation; infliction of emotional distress (intentional or negligent); invasion of privacy; assault, battery, physical or personal injury; emotional distress; fraud, negligent misrepresentation, or misrepresentation; California Business & Professions Code section 17200 *et seq.*; or any other tort, or any other law.
- D. Plaintiff understands that his release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her

favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

3. **Maximum Settlement Amount.** As consideration, Defendant agree to pay a non-reversionary maximum amount (“Maximum Settlement Amount”) of \$350,000.00 in full and complete settlement of this matter, as follows:

- A. The Parties have agreed to engage Phoenix Class Action Administration Solutions as the “Claims Administrator” to administer this Settlement.
- B. The Maximum Settlement Amount shall be deposited with the Claims Administrator within 30 days of the Court’s final approval of this Settlement;
- C. The Maximum Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Claims Administrator associated with the administration of the Settlement, which are anticipated to be no greater than \$7,000.00;
 - (3) Up to \$10,000.00 for the Class Representative’s Enhancement Payment in recognition of Plaintiff’s contributions to the Lawsuit and his service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representatives Enhancement Payment, the difference between \$10,000.00 and the amount approved by the Court will revert to the Net Settlement Amount, defined below, and Plaintiff shall not have the right to revoke this Settlement and it will remain binding;
 - (4) Up to one-third (33.33%) of the Maximum Settlement Amount in attorneys’ fees, which is currently estimated at \$116,666.66, plus actual costs and expenses related to the Lawsuit, which are not to exceed \$20,000.00, as supported by declaration. In the event that the Court reduces or does not approve the requested attorneys’ fees and costs, the difference between the requested and the amount approved by the court will revert to the Net Settlement Amount, and Plaintiff shall not have the right to revoke this Settlement, and it will remain binding;
 - (5) \$20,000.00 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties, or \$15,000.00, will be payable to the California Labor & Workforce Development Agency (“LWDA”) for its share of PAGA penalties, and the remaining 25%, or \$5,000.00, will be payable to the eligible members of the Settlement Class as the “PAGA Amount.”
- D. Defendant shall pay the standard employer share of payroll taxes on all wages paid as part of this Settlement separate and apart from the Maximum Settlement Amount. The Claims Administrator shall be responsible for calculating and

submitting Defendant's share of payroll taxes after advising Defendant of the amount owed. Defendant shall deposit its share of payroll taxes within 14 calendar days following the deposit of the Maximum Settlement Amount with the Claims Administrator. Except for the Defendant's share of payroll taxes as provided in this Settlement Agreement, and as provided for in the Escalator Clause set forth in Paragraph 3.E, under no circumstances shall Defendant be required to pay more than the Maximum Settlement Amount. Defendant's payment obligations with respect to the Maximum Settlement Amount payment made pursuant to this Settlement Agreement are satisfied upon the successful electronic transfer of funds in the amount provided for in Paragraph 3 pursuant to the Claims Administrator's instructions. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

- E. **Escalator Clause.** Defendant represents that as of June 30, 2022, Settlement Class Members will have worked approximately 14,950 workweeks. Defendant agrees that if during the Class Period the actual workweek count increases by more than 10% (i.e., if Class Members have worked 16,445 or more total workweeks), then Defendant shall increase the Maximum Settlement Amount by an amount that mirrors the increase in the overall workweeks worked by Settlement Class Members during the Class Period (e.g., if the number of workweeks worked by Settlement Class Members increases by 15% as of the end of the Class Period, Defendant must increase the Maximum Settlement Amount by 15%).

4. **Payments to the Settlement Class.** Settlement Class Members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Claims Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Enhancement Payment, the LWDA's share of PAGA penalties, the PAGA Amount, and the Claims Administrator's costs. The remaining amount shall be known as the "Net Settlement Amount."
- B. The Claims Administrator will calculate each Settlement Class Member's Individual Settlement Payment based on the following formula:
- i. PAGA Amount: \$5,000.00 of the Maximum Settlement Amount has been designated as the "PAGA Amount" as described above. Each Settlement Class Member who was employed by Defendant at any time during the PAGA Period shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period. Each Settlement Class Member who was employed by Defendant during the PAGA Period will be issued a check for their share of the PAGA Amount regardless of whether they submit a valid Request for Exclusion from the Settlement as set forth in Section 9.D. herein.

- ii. The remainder of the Settlement Class Members' Individual Settlement Payments will be from the Net Settlement Amount as follows:
 - 1. Wage Statement Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class Member who was employed by Defendant at any time from April 23, 2020 to June 30, 2022 shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.
 - 2. Waiting Time Amount: Fifteen percent (15%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." Each participating Settlement Class Member who separated their employment with Defendant between April 23, 2018 and June 30, 2022 shall receive an equal, pro-rata share of the Waiting Time Amount.
 - 3. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class Member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members during the Class Period.
- C. Within 14 calendar days following the deposit of the Maximum Settlement Amount with the Claims Administrator, the Claims Administrator will calculate each Settlement Class Member's Individual Settlement Payment and will prepare and mail Individual Settlement Payments to Settlement Class Members.
- D. For purposes of calculating applicable taxes and withholdings for Settlement Class Members, each Individual Settlement Payment shall be allocated as 20% wages and 80% penalties and interest. The amounts allocated as wages shall be reported on an IRS Form W-2, and the amounts allocated for penalties and interest shall be reported on an IRS Form 1099.
- E. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within 180 days from the date the Claims Administrator mails it.
- F. Any funds payable to Settlement Class Members whose checks remain uncashed one hundred and eighty (180) calendar days after such checks are mailed by the Claims Administrator ("Check Expiration Date") shall become void, and the funds associated with such voided checks, plus any accrued interest that has not otherwise been distributed (together, "Unused Funds"), shall be distributed to the Controller

of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Class Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no “unpaid cash residue,” or “unclaimed or abandoned funds” under California Civil Procedure Code § 384, as amended effective June 27, 2018, as the entire Net Settlement Amount will be paid out to the Class Members, whether or not they all cash their payment checks.

- G. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Claims Administrator.

5. **Attorneys’ Fees and Costs.** Defendant will not object to the request for Class Counsel’s attorneys’ fees amounting to one-third (33.33%) of the Maximum Settlement Amount, which is currently estimated at \$116,666.66, plus actual costs and expenses, which are not to exceed \$20,000.00. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation all work performed and all costs incurred to date, and all work to be performed and costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Claims Administrator when it pays the fee award allowed by the Court. Within 14 calendar days following the deposit of the Maximum Settlement Amount with the Claims Administrator, the Claims Administrator will calculate, prepare, and mail payments for Class Counsel’s attorneys’ fees and actual costs and expenses to Class Counsel.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment of up to \$10,000.00 for Class Representative’s Enhancement Payment for his time and risks in prosecuting this case and his service to the Settlement Class. This award will be in addition to Plaintiff’s Individual Settlement Payment as a Settlement Class Member, and shall be reported on an IRS Form 1099 by the Claims Administrator.

- A. Within 14 calendar days following the deposit of the Maximum Settlement Amount with the Claims Administrator, the Claims Administrator will deliver/transfer the Class Representative Enhancement Payments to Plaintiff.

7. **Claims Administrator.** Defendant will not object to the appointment of Phoenix Class Action Administration Solutions as Claims Administrator, nor to the request to seek approval to pay up to \$7,000.00 for its services from the Maximum Settlement Amount. The Claims Administrator shall be responsible for sending notices and for calculating Individual Settlement Payments and preparing all checks and mailings. The Claims Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all Settlement Class Members.

8. **Preliminary Approval.** Upon execution of this Settlement Agreement, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines of Haines Law Group, APC, Sam Sani of Sani Law, APC as Class Counsel;
- C. Appointing German Espinosa as Class Representative for the Settlement Class;
- D. Approving Phoenix Class Action Administration Solutions as Claims Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Court-approved Notice Packet in a format substantially similar to that attached hereto as Exhibit A, and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.
- H. On or before the day that Plaintiff applies to the Court for approval of the settlement, Class Counsel shall submit the Settlement Agreement to the LWDA in conformity with California Labor Code § 2699(1)(2).

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within 10 calendar days after entry of an order preliminarily approving this Settlement, Defendant will provide the Claims Administrator with the names, last known addresses, last known telephone numbers, and social security numbers (in electronic format) of the members of the Settlement Class, including the dates of employment and the number of workweeks worked during the Class Period.
- B. Within 7 calendar days from receipt of this information, the Claims Administrator shall (i) run the names of all Settlement Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members, (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search, and (iii) mail the Notice Packet to each Settlement Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Claims Administrator as undelivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Claims Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within 5 business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Claims

Administrator shall resend the Notice Packet to the Settlement Class Member promptly, and in any event within 3 business days of obtaining the updated address. Settlement Class Members to whom Notice Packets are re-sent after having been returned as undeliverable to the Claims Administrator shall have 14 calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, objection, or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline.

- D. Requests for Exclusion. Any Settlement Class Member who wishes to opt out of the Settlement must complete and mail a Request for Exclusion to the Claims Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
- i. The Request for Exclusion must: (1) contain the name, address, telephone number, and last four digits of the social security number of the Settlement Class Member; (2) be signed by the Settlement Class Member; and (3) be postmarked by the Response Deadline and mailed to the Claims Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in items (1)-(3), it will not be deemed valid for exclusion from this Settlement, except a Request for Exclusion form not containing a Class Member’s telephone number and/or last four digits of his or her social security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any potential Settlement Class Member who validly requests to be excluded from the Settlement will no longer be a member of the Settlement Class, will not be entitled to any recovery under this Settlement Agreement, and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon, except as follows: each Class Member who was employed by Defendant during the PAGA Period will be issued a check for their share of the PAGA Amount regardless of whether they submit a valid Request for Exclusion from the Settlement, and such employees shall be deemed to have released the Released Parties of and from the PAGA Released Claims regardless of whether they submit a valid Request for Exclusion from the Settlement. The Settlement Administrator shall notify Class Counsel and Defendant’s Counsel of its receipt of all valid Requests for Exclusion within three (3) business days after having received each such Request for Exclusion
 - ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Member to object to the Settlement or opt out of the Settlement Class, or encourage any Settlement Class Member to appeal from the final judgment.
- E. Objections. Settlement Class Members who do not opt out may object to this Settlement Agreement as explained in the Class Notice by (1) submitting a written objection with the Claims Administrator (who shall provide all objections as received to Class Counsel and Defendant’s counsel, as well as file all such

objections with the Court), or (2) by offering oral comments at the Final Approval Hearing. Defendant's counsel and Class Counsel shall submit any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline.

- F. Notice of Settlement Award/Disputes. Each Notice Packet mailed to Settlement Class Members shall contain a Notice of Settlement Award, which shall disclose the amount of the Settlement Class Member's estimated Individual Settlement Payment, as well as all of the information that was used from Defendant's records in order to calculate the Individual Settlement Payment, including the Settlement Class Member's number of workweeks worked during the Class Period. Settlement Class Members will have the opportunity, should they disagree with Defendant's records regarding the information stated in their Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Claims Administrator and postmarked by the Response Deadline. If there is a dispute, the Claims Administrator will consult with the Parties to determine whether an adjustment is warranted. Any disputes that remain unresolved as of the Final Approval Hearing will be referred to the Court for final determination.

10. **Final Approval.** Following preliminary approval and the close of the period for filing Requests for Exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees, costs, and the Class Representative Enhancement Payment; and
- C. Entering judgment pursuant to California Rule of Court 3.769.
- D. Upon entry of the Final Approval Order by the Court, Class Counsel shall submit the Final Approval Order to the LWDA in conformity with California Labor Code § 2699(1)(2).

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Kendall C. Swanson
Jacob G. Grillot
CURRIER & HUDSON, APC
P.O. Box 910329
San Diego, California 92191
Email: kendall@currierhudson.com
Email: jake@currierhudson.com

if to Plaintiff: Paul K. Haines, Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, California 90245
Email: phaines@haineslawgroup.com

Sam Sani, Sani Law, APC
15720 Ventura Blvd Suite 405 Encino, California 91436
Email: ssani@sanilawfirm.com

14. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

15. **Counterparts.** This Settlement Agreement may be executed by one or more Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

16. **Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of this Settlement Agreement as well as any and all matters arising out of, or related to, the implementation of this Settlement Agreement and of the settlement contemplated thereby. The Court will retain jurisdiction to enforce the terms of this Settlement Agreement following the entry of the Final Approval Order pursuant to California Code of Civil Procedure section 664.6. The Parties agree to the exclusive jurisdiction of the Court to enforce the terms and conditions contained herein.

17. **Governing Law and Enforcement Actions.** All terms of this Settlement Agreement shall be governed by and interpreted according to the laws of the State of California. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement, or to declare rights or obligations under this Agreement, the prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: _____

STATES DRAWER BOX SPECIALTIES, LLC

DATED: Mar 17, 2022

By: _____

Name:

Title:

GERMAN ESPINOSA

By: *German Espinosa*
German Espinosa (Mar 17, 2022 14:23 PDT)

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: _____

CURRIER & HUDSON

By: _____

Kendall Swanson

Attorneys for Defendant

DATED: March 17, 2022

SANI LAW, APC

By: *Sam Sani*

Sam Sani

Attorney for Plaintiff

By: 3/2
Name: Mike Taylor
Title: CEO

DATED: _____

GERMAN ESPINOSA

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 3-22-22

CURRIER & HUDSON

By: K Swanson
Kendall Swanson
Attorneys for Defendant

DATED: _____

SANI LAW, APC

By: _____
Sam Sani
Attorney for Plaintiff