

1 This Stipulated Settlement Agreement and Release of Claims is entered into by and between
2 Plaintiff Maria Salome Rodriguez, individually and on behalf of all others similarly situated, and
3 Defendant J & M Products, Inc., and is approved by their respective counsel of record, subject to
4 the terms and conditions hereof and the Court's approval.

5 **A. Definitions**

6 1. "Action" or "Lawsuit" means and refers to the case entitled *Maria Salome Rodriguez*
7 *v. J & M Products, Inc.*, Los Angeles County Superior Court Case No. 21STCV18743.

8 2. "Aggrieved Employees" include all persons who are or were previously employed
9 by Defendant in California classified as a non-exempt employee by Defendant, from May 18, 2020
10 through April 22, 2022.

11 3. "Agreement," "Stipulation," "Stipulation of Settlement," "Settlement Agreement,"
12 or "Stipulation and Agreement" shall mean this Stipulation for Class Action Settlement and Release
13 of Claims, including any attached Exhibits.

14 4. "Class Counsel" refers to Mehrdad Bokhour of Bokhour Law Group, P.C. and
15 Joshua Falakassa of Falakassa Law, P.C.

16 5. "Class Data" means a complete list of all Settlement Class Members that Defendant
17 will diligently and in good faith compile from its records and provide to the Settlement
18 Administrator within ten (10) days after entry of the Preliminary Approval Order. The Class Data
19 shall be on one spreadsheet and shall include the Settlement Class Members' full names; last known
20 addresses; telephone numbers; Social Security Numbers; and the dates of employment and/or total
21 Weeks Worked during the Class Period for each Settlement Class Member.

22 6. "Class Period" is deemed to be any time during the period of May 18, 2017 through
23 April 22, 2022.

24 7. "Class Representative" or "Plaintiff" means and refers to Maria Salome Rodriguez.

25 8. "First Amended Complaint" refers to the First Amended Class Action Complaint
26 filed in the Los Angeles County Superior Court on or about July 22, 2021, in the matter of *Maria*
27 *Salome Rodriguez v. J & M Products, Inc.*, Los Angeles County Superior Court Case No.
28 21STCV18743.

1 9. “Court” (or “Judge”) means the California Superior Court, County of Los Angeles.

2 10. “Defendant” means and refers to J & M Products, Inc.

3 11. “Defendant’s Counsel” or “Defense Counsel” means and refers to Michael R.
4 Fostakowsky, Esq. of Poole Shaffery & Koegle, LLP.

5 12. “Effective Date” means the latest of the following dates: (i) if no Settlement Class
6 Member timely and properly intervenes or files a motion to vacate the judgment approving the
7 Stipulation of Settlement under Code of Civil Procedure § 663, then the date the Court enters an
8 order granting Final Approval of the Settlement; (ii) if a Class Member intervenes or files a motion
9 to vacate the judgment approving the Stipulation of Settlement, then sixty-one (61) calendar days
10 following the date the Court enters an order granting final approval, assuming no appeal is filed; or
11 (iii) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for
12 rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

13 13. “Final Approval” refers to the order of the Court granting final approval of this
14 Stipulation of Settlement and entering a judgment approving this Agreement on substantially the
15 terms provided herein or as the same may be modified by subsequent written agreement of the
16 Parties.

17 14. “Final Settlement Class” means, collectively, all Settlement Class Members who
18 have not opted out of the Settlement Class by submitting timely Requests for Exclusion.

19 15. “Individual Settlement Amount” shall have the meaning ascribed to it in Paragraph
20 49(c) below.

21 16. “Maximum Settlement Amount” means the total amount of Two Hundred Thousand
22 Thirty-Five Dollars and Zero Cents (\$235,000) which represents the maximum Defendant shall be
23 required to pay pursuant to this Settlement. The Maximum Settlement Amount includes: (1) the
24 Individual Settlement Payments to Participating Class Members; (2) the Class Representative
25 Service Award; (3) Class Counsel’s fees and costs; (4) the Settlement Administration Costs; and (5)
26 the PAGA LWDA Payment. The Maximum Settlement Amount does not include Defendant’s
27 share of any state and federal payroll taxes and withholdings, such as FICA, FUTA, UI, ETT, and
28 SDI (“Payroll Taxes”) on Individual Settlement Payments made pursuant to this Agreement, which

1 will be paid separate and apart from the Maximum Settlement Amount. As provided in this
2 Agreement (including the release of claims), payment by Defendant of this sum pursuant to this
3 Agreement is intended to and shall settle all issues and claims encompassed within the Action as
4 between Plaintiff and Participating Class Members on the one hand, and as against Defendant and
5 Released Parties on the other, including, but not limited to, all payments to be made to Participating
6 Settlement Class Members, attorneys' fees approved by the Court and awarded to Class Counsel,
7 costs approved by the Court, Participating Class Members' share of payroll taxes, Class
8 Representative Service Awards, and Settlement Administration Costs, and any other costs,
9 expenses, or obligations associated with this Settlement incurred or claimed by Class Members,
10 Plaintiff, Class Counsel, or the Settlement Administrator. Other than Defendant's obligation to pay
11 Defendant's share of any state and federal payroll taxes and withholdings on Individual Settlement
12 Payments, Defendant shall not be liable or responsible to Plaintiff, Class Members, Participating
13 Class Members, Class Counsel, the Settlement Administrator, or any other party or entity hereto,
14 for any additional funds beyond the Maximum Settlement Amount if this Settlement is given final
15 approval by the Court.

16 17. "Net Settlement Amount" shall have the meaning ascribed to it in Paragraph 49(b)
17 below.

18 18. "Notice" means the notice of proposed class settlement and setting of a Final
19 Approval Hearing that will be sent to the Settlement Class Members.

20 19. "Notice Packet" means the Notice to be sent to all Settlement Class Members.

21 20. "Notice Response Deadline" is 45 calendar days from the date the Notice Packet is
22 mailed to the Settlement Class Members.

23 21. "Objecting Settlement Class Member" means a Settlement Class Member, other than
24 Plaintiff, who submits a valid and timely objection to the terms of this Agreement, pursuant to
25 Paragraph 67(c) below.

26 22. "PAGA" shall refer to the California Labor Code Private Attorneys General Act of
27 2004, California Labor Code Sections 2698-2699.5.

28 23. "PAGA Claims" shall include any and all claims for civil penalties pursuant to

1 PAGA based on the allegations that were pled in the operative First Amended Complaint or that
2 could have been pled based on the facts alleged therein, including claims for unpaid wages
3 (including failure to pay full, regular, and overtime wages and minimum wages), meal and rest
4 break violations, failure to timely pay final wages, failure to provide accurate itemized wage
5 statements, unfair and unlawful business practices, and failure to provide one day of rest in seven.

6 24. "PAGA Notices" shall refer to the notice sent by Plaintiff, by and through counsel,
7 on or about May 18, 2021 alleging that Defendant engaged in violations of the California Labor
8 Code and California Wage Orders.

9 25. "PAGA Period" and "PAGA Release Period" shall mean May 18, 2020, through
10 April 22, 2022.

11 26. "Participating Class Member" means any and all Settlement Class Members who are
12 deemed to participate and receive an Individual Settlement Amount and do not opt-out by
13 submitting timely valid Requests for Exclusion.

14 27. "Parties" or "Settling Parties" mean Plaintiff, the Settlement Class, and Defendant,
15 collectively.

16 28. "Preliminary Approval Date" means the date the Court approves the Stipulation of
17 Settlement, and the exhibits thereto, and enters the Preliminary Approval Order.

18 29. "Preliminary Approval Order" means an order to be entered by the Court,
19 substantially in the form that the Parties mutually agree to and lodge with the Court, which will
20 constitute an order certifying a provisional class for settlement purposes only pursuant to California
21 Rule of Court, Rule 3.769(d) and an order setting a Final Approval Hearing pursuant to California
22 Rule of Court, Rule 3.769(e).

23 30. "QSF" means the Qualified Settlement Fund set up by the Settlement Administrator
24 into which the Maximum Settlement Amount shall be deposited in accordance with this Stipulation.
25 The QSF shall be an interest-bearing account at a federally insured bank that is mutually acceptable
26 to the Parties and the Settlement Administrator.

27 31. "Released Claims" by the Participating Class Members upon the date Defendant
28 fully funds the settlement will include all claims which were pled in the operative First Amended

1 Complaint or that could have been pled based on the facts alleged therein, including claims for to
2 unpaid wages (including failure to pay full, regular, and overtime wages and minimum wages) and,
3 meal and rest break violations, failure to timely pay final wages, failure to provide accurate
4 itemized wage statements, unfair and unlawful business practices, and all PAGA penalties based on
5 the foregoing Labor Code violations.

6 32. "Released Parties" means Defendant and all of its present and former officers,
7 directors, members, managers, shareholders, agents, attorneys, parents, principals, heirs,
8 subsidiaries, insurers, operators, partners, professional employment organizations, successors and
9 assignees.

10 33. "Release Period" shall be the time period governing the Released Claims which shall
11 be any time from May 18, 2017 through April 22, 2022.

12 34. "Release" shall mean the release and discharge of the Released Claims by Plaintiff
13 and all of the Participating Class Members, and their assignees.

14 35. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 67(a)
15 below.

16 36. "Service Payment" or "Service Award" means the amount approved by the Court to
17 be paid to the Class Representative, Maria Salome Rodriguez, in addition to their Individual
18 Settlement Amounts as a Participating Class Member. Plaintiff will be paid Seven Thousand Five
19 Hundred (\$7,500), subject to Court Approval, as the Class Representative Service Award in
20 addition to the Individual Settlement Payment that she is entitled to as a Class Member.

21 37. "Settlement Administrator" means and refers to the third-party class action
22 settlement administrator agreed to by the Parties, who will provide the Notice Packet to the Class
23 Members and perform all duties relating to the administration of the Settlement as described in this
24 Stipulation.

25 38. "Settlement Administration Costs" means the actual and direct fees and expenses
26 reasonably incurred by the Settlement Administrator for administering this Settlement, including,
27 but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting,
28 distributing the Settlement Amount, and providing necessary reports and declarations, as requested

1 by the Parties. All Settlement Administration Costs shall be paid from the Maximum Settlement
2 Amount.

3 39. "Settlement Class" or "Covered Position" is defined as all current and former non-
4 exempt employees employed by Defendant J & M Products, Inc. at any time during the Class
5 Period.

6 40. "Settlement Class Member" or "Class Members" refers to individual members of the
7 Settlement Class.

8 41. "Weeks Worked" for each Settlement Class Members means each workweek in
9 which a Participating Class Member worked at least one day for Defendant in California during the
10 Class Period, according to Defendant's records. Time spent on vacation, leaves of absence, and
11 sick time will not be counted as a day worked. This information shall be treated as confidential.
12 Workweeks of Non-Participating Class Members will not be included in the total number of
13 Workweeks that are reported to the Settlement Administrator for purposes of calculating and
14 distributing Individual Settlement Payments to Participating Class Members. The number of full
15 workweeks that a Participating Class Member was on a leave of absence, sick time, or vacation
16 during the Class Period shall be excluded from the total number of Workweeks.

17 **B. General Terms**

18 42. The Complaint was filed on May 18, 2021, in the Court and alleges class action
19 claims, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure
20 to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay final wages
21 pursuant to Labor Code §§ 201–203, (6) failure to provide accurate itemized wage statements, (7)
22 unfair and unlawful competition. The Complaint was amended on July 22, 2021 to alleged related
23 claims under PAGA.

24 43. Defendant denies Plaintiff's claims and allegations and contend that the Action is not
25 suitable for class certification.

26 44. The Class Representative believes she can proceed with her class and representative
27 claims, that the Action is meritorious, and that class certification is appropriate.

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1 45. The Parties have conducted a thorough investigation into the facts of the Action.
2 This includes conducting an extensive exchange of informal discovery, including Defendant's
3 written policies and practices and the production of a sampling of payroll and timekeeping records
4 for Settlement Class Members. Class Counsel is both knowledgeable about and has done extensive
5 research with respect to the applicable law and potential defenses to the claims of the Settlement
6 Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against
7 Defendant. Based on the foregoing data and on their own independent investigation and evaluation,
8 Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the
9 terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best
10 interest of the Class Members in light of all known facts and circumstances, including the risk of
11 significant delay and uncertainty associated with litigation, various defenses asserted by Defendant,
12 and numerous potential appellate issues.

13 46. On February 22, 2022, Plaintiff and Defendant participated in private mediation in
14 Los Angeles, California before Steve Serratore, Esq., who is one of the most experienced class
15 action mediators in California. After a full-day mediation and continued negotiations, the Parties
16 reached a settlement.

17 47. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to
18 be performed or judgments to be entered pursuant to the terms of the Settlement and Agreement,
19 shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or
20 law or liability on the claims or allegations in the Action.

21 48. Stipulation for Class Certification. For settlement purposes only, Defendant will
22 stipulate that the Settlement Class Members described herein who do not Request Exclusion from
23 the Settlement Class may be conditionally certified as a settlement class. This stipulation to
24 certification is in no way an admission that class action certification is proper and shall not be
25 admissible in this or in any other action except for the sole purposes of enforcing this Agreement.
26 Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class
27 certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing
28 on and shall not be admissible in connection with the issue of whether or not certification would be

appropriate in a non-settlement context. Defendant expressly reserves its rights and declare that it would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves his rights and declares that she will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

C. Terms of Settlement

49. The financial terms of the Settlement are as follows:

(a) Maximum Settlement Amount: Subject to the other terms and conditions contained in this Agreement, and in consideration of the contemplated pleadings, releases and dismissals set forth in this Agreement, and subject to Court approval, Defendant agrees to pay the Maximum Settlement Amount of Two Hundred Thirty-Five Thousand Dollars and Zero Cents (\$235,000.00) Defendant has represented that the actual Weeks Worked by the Class Members is 15,000. In the event that the actual number of workweeks worked by all Class Members during this period increases by 10% or more, then Defendant shall increase the Maximum Settlement Amount on a proportional basis (i.e., if there was a 11% increase in the number of workweeks, Defendant will increase the maximum settlement amount by 11%).

(b) Net Settlement Amount: The “Net Settlement Amount” is defined as the Maximum Settlement Amount less: (1) the award of attorneys’ fees and litigation costs to Class Counsel as approved and awarded by the Court; (2) the Service Payment to the Class Representative as awarded by the Court; (3) the Settlement Administration Costs, and (4) payment to the LWDA for PAGA penalties. In the event that the Court reduces the attorneys’ fees, costs, expenses or Service Awards, the difference shall be placed in the Net Settlement Amount and allocated to the Settlement Class.

(c) Individual Settlement Amounts for the Settlement Class: The Individual Settlement Amount for each Settlement Class Member will be calculated by the Settlement Administrator using the Class Data provided by Defendant as follows. Compensable workweeks will be all Weeks Worked by the Settlement Class Members during the Class Period. The dollars per compensable workweek will be calculated by dividing the total Weeks Worked by Settlement Class Members into the Net Settlement Amount to determine a per workweek value (“Workweek

Value"). The Workweek Value will be multiplied by the number of Weeks Worked by each Participating Class Member during the Class Period to determine the distribution, prior to legal deductions, for each Participating Class Member. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount.

(d) Allocation of Individual Settlement Amounts: The Individual Settlement Amounts will be allocated based on the allegations in the Action as follows: ten percent (10%) will be paid as wages subject to withholding of all applicable local, state and federal taxes; and ninety percent (90%) will be paid as interest and as penalties from which no taxes will be withheld. The Settlement Administrator will issue to each Settlement Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the penalties and interest allocations.

(e) Service Payments to Class Representative: The amount awarded to the Class Representative as Service Payments will be set by the Court in its discretion, not to exceed \$7,500 for Maria Salome Rodriguez. Defendant agrees not to oppose this request. The Service Payments to Plaintiff will be paid out of the Maximum Settlement Amount. The Class Representative will be bound by a General Release, set forth below, in exchange for this payment and will be issued IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on these payments. The Parties agree that any amount awarded as the Service Payments to Plaintiff less than the requested amount shall not be a basis for Class Counsel to void this Stipulation. Should the Court approve a lesser amount for the Service Payments, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

(f) Class Counsel's Attorneys' Fees and Costs: Defendant agrees not to oppose a request by Class Counsel to the Court for an award of attorneys' fees of up to one-third (33.33%) of the Maximum Settlement Amount, plus reasonable litigation costs not to exceed \$15,000, and provided that Class Counsel submits a declaration substantiating the costs. Defendant agrees not to

1 oppose any contention by Class Counsel that attorneys' fees should be based on the common fund
2 theory. Should the Court approve a lesser amount than what is sought by Class Counsel, the
3 difference shall be added to the Net Settlement Amount to be distributed to the Participating Class
4 Members. Any Court order awarding less than the amount sought by Class Counsel shall not be
5 grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement
6 Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys'
7 fees and costs awarded by the Court.

8 (g) Settlement Administration Costs: The fees and other charges of the
9 Settlement Administrator will be paid from the Settlement Amount not to exceed \$6,000.

10 (h) PAGA Penalties: The Parties agree that \$15,000 is allocated to PAGA
11 Penalties and is to be paid from the Maximum Settlement Amount, subject to Court approval. Of
12 this amount, \$11,250 (75%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for
13 penalties under the Private Attorney General Act of 2004 ("PAGA") and \$3,750 (25%) will be
14 included in the Net Settlement Amount, payable to the Settlement Class Members. Each Aggrieved
15 Employee shall receive a portion of the \$1,250 proportionate to the number of Workweeks Worked
16 by the Aggrieved Employees during the PAGA Period compared to the total number of Workweeks
17 Worked by all Aggrieved Employees during the PAGA Period. Aggrieved Employees shall have
18 their settlement amount for the Released PAGA claims paid one hundred percent (100%) as civil
19 penalties for which no taxes will be withheld and for which a Form 1099 will be issued by the
20 Settlement Administrator

21 (i) Tax Liability: Class Counsel and Defendant make no representation as to the
22 tax treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class
23 Members are not relying on any statement or representation by Class Counsel or Defendant in this
24 regard. Plaintiff and Participating Class Members understand and agree that they will be solely
25 responsible for the payment of any taxes and penalties assessed on their respective payments
26 described herein. Defendant, through the Settlement Administrator, shall be responsible for
27 reporting and paying the employer's share of payroll taxes (e.g., UI, ETT, Social Security and
28 Medicare taxes) which are to be paid by Defendant separately from and in addition to the Gross

1 Settlement Amount. Defendant, through the Settlement Administrator, will report each payment
2 made on the Gross Settlement Amount to government authorities including the Internal Revenue
3 Service as required by law, and it shall make all required deductions and/or withholdings.
4 Defendant, through the Settlement Administrator, will also retain the amount due for payroll taxes
5 and will pay the amounts to the pertinent government authorities in the manner and the time
6 prescribed by law. Defendant, through the Settlement Administrator, shall report payments to the
7 Internal Revenue Service (and other relevant government agencies) as wage income in the year of
8 payment on a form W-2 and as penalty and interest income on a Form 1099, as appropriate.

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

1 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
2 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
3 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
4 AGREEMENT.

5 50. “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. Under no
6 circumstances will any portion of the Settlement Amount revert to Defendant. Participating Class
7 Members will not have to make a claim in order to receive an Individual Settlement Amount.
8 Distributions, in the form of Individual Settlement Amounts, will be made directly to each
9 Participating Class Member. As set forth in Paragraph 72 below, the Settlement Administrator shall
10 handle any unclaimed funds as a result of a Participating Class Member not cashing an Individual
11 Settlement Amount by the check cashing deadline and send uncashed checks to the State of
12 California Unclaimed Property Fund, subject to Court approval.

13 51. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable and will
14 so represent the same to the Court.

15 **D. Release by the Settlement Class**

16 52. Upon entry of the Final Approval Order, and except as to such rights or claims as
17 may be created by this Stipulation of Settlement, the Settlement Class (other than those who submit
18 a valid Request for Exclusion) and each member of the Settlement Class who does not timely opt-
19 out, will forever completely release and discharge the Released Parties from the Released Claims
20 for the Release Period.

21 53. Each Settlement Class Member will be deemed to have made the foregoing Release
22 as if by manually signing it.

23 54. Plaintiff and Defendant intend that the Settlement described in this Agreement will
24 release and preclude any further claim, whether by lawsuit, administrative claim or action,
25 arbitration, demand, or other action of any kind, by each and all of the Participating Class Members
26 to obtain a recovery based on, arising out of, and/or related to any and all of the Released Claims.
27 The Class Members shall be so notified in the Notice Packet. This paragraph does not apply to any
28 Class Member who timely and validly opts out of the Settlement.

1 55. Class Representative, on behalf of himself and the Settlement Class, acknowledge
2 and agree that the claims for unpaid wages in the Action, and untimely payment of wages in the
3 Action, are disputed, and that the payments set forth herein constitute payment of all sums allegedly
4 due to them. Class Representative, on behalf of themselves and the Settlement Class, acknowledge
5 and agree that California Labor Code Section 206.5 is not applicable to the Parties hereto. That
6 section provides in pertinent part as follows:

7 An employer shall not require the execution of any release of any claim or right on account
8 of wages due, or to become due, or made as an advance on wages to be earned, unless
9 payment of those wages has been made.

10 **E. Release by Class Representative**

11 56. As a material inducement to Defendant to enter into this Settlement Agreement,
12 Class Representative does hereby, for herself and for her respective spouses, heirs, successors,
13 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
14 personal representatives, and assigns forever and completely release and discharge the Released
15 Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
16 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and
17 expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary
18 damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time
19 through the execution of this Stipulation, whether known or unknown, suspected or unsuspected, to
20 the greatest extent permitted by state or federal law, including, but not limited, to any and all claims
21 (whether state, federal, or administrative) for compensation, salaries, wages, bonuses, commissions,
22 overtime, benefits, sick pay, holiday pay, vacation, paid time off, severance pay, paid leave
23 benefits, penalties, interest, damages, back or front pay, costs, expenses, attorneys' fees, employee
24 benefits, promises on any and all of the above, remedies of any other type, breach of contract or
25 duty, fraud, misrepresentation, defamation, disparagement, blackballing, discrimination or
26 harassment in any form, wrongful discharge of employment; termination in violation of public
27 policy; discrimination; harassment; retaliation; failure to provide reasonable accommodation;
28 failure to engage in a good faith interactive process; breach of contract, both express and implied;

1 breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel;
2 negligent or intentional infliction of emotional distress; negligent or intentional interference with
3 contract or prospective economic advantage; unfair business practices; libel; slander; negligence;
4 personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability
5 benefits; any and all claims for violation of any federal, state, local, municipal or other
6 governmental statute or ordinance, including, but not limited to, Title VII of the Civil Rights Act of
7 1964; the Civil Rights Act of 1991; the National Labor Relations Act; the Rehabilitation Act of
8 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards
9 Act, except as prohibited by law; the Fair Credit Reporting Act; the Occupational Safety and Health
10 Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Employee Retirement
11 Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family
12 and Medical Leave Act, except as prohibited by law; the Sarbanes-Oxley Act of 2002; the Internal
13 Revenue Code of 1986, as amended; HIPAA, the California Family Rights Act; the California
14 Labor Code; the California Industrial Welfare Commission Wage Orders; the California Business &
15 Professions Code; and the California Fair Employment and Housing Act; the California Civil Code;
16 the California Government Code; the California Constitution; and all claims for punitive damages,
17 exemplary damages, attorneys' fees and costs, as well as any other statutes, laws regulations or
18 damages of similar effect; any and all claims for monetary recovery and personal or individual
19 relief, except as prohibited by law (collectively, the "Class Representative Released Claims"). With
20 regard to the Class Representative Released Claims, Class Representative expressly waives and
21 relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of
22 California and do so understanding and acknowledging the significance of the waiver of Section
23 1542. Section 1542 of the Civil Code of the State of California states:

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

1 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
2 and complete release and discharge of all parties, Class Representative and Class Counsel expressly
3 acknowledge that this Settlement Agreement is intended to include in its effect, without limitation,
4 all claims that Class Representative knew of, as well as all claims that she does not know or suspect
5 to exist in his favor against the Released Parties, or any of them, for the time period from the
6 beginning of time to the execution of this Settlement Agreement, and that this Settlement
7 Agreement contemplates the extinguishment of any such Class Representatives' claims.

8 **F. Interim Stay of Proceedings**

9 57. Pending completion of all of the prerequisites necessary to effectuate this Settlement,
10 the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such as
11 are necessary to effectuate the Settlement.

12 **G. Notice Process**

13 58. Appointment of Settlement Administrator. The Parties have agreed to the
14 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
15 including mailing the Notice Packet, using standard devices to obtain forwarding addresses,
16 independently reviewing and verifying documentation associated with any claims or opt-out
17 requests, resolving any disputes regarding the calculation or application of the formula for
18 determining the Individual Settlement Amounts, drafting and mailing the settlement checks to
19 Participating Class Members, issuing W-2 and 1099 Tax Forms, and performing such other tasks as
20 set forth herein or as the Parties mutually agree or that the Court orders.

21 59. Disputes Regarding Settlement Administration. Any and all disputes relating to
22 administration of the Settlement by the Settlement Administrator (except for disputes regarding
23 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over
24 the terms and conditions of this Stipulation of Settlement, until Plaintiff and Defendant notify the
25 Court that all payments and obligations contemplated by this Stipulation of Settlement have been
26 fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in
27 good faith to resolve the dispute without the necessity of Court intervention. The Settlement
28 Administrator shall also be responsible for issuing to Plaintiff, Settlement Class Members, and

1 Class Counsel any W-2, 1099, or other Tax Forms as may be required by law for all amounts paid
2 pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up
3 all necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate
4 government authorities.

5 60. Class Data. Within ten (10) days after entry of the Preliminary Approval Order,
6 Defendant shall provide to the Settlement Administrator on one spreadsheet a list of all Settlement
7 Class Members, including the Class Members' full names, last known addresses, telephone
8 numbers, last four digits of social security numbers, and the total Weeks Worked by each Class
9 Member during the Class Period. The Settlement Administrator will run a check of the Class
10 Members' addresses against those on file with the U.S. Postal Service's National Change of
11 Address List.

12 61. Notice Packet. The Notice Packet, as approved by the Court, shall be sent by the
13 Settlement Administrator to the Settlement Class Members, by first class mail, in English and
14 Spanish, no later than twenty (20) calendar days following the Settlement Administrator's receipt of
15 the Class Data. The Settlement Administrator shall use standard devices, including a skip trace, to
16 obtain forwarding addresses of Settlement Class Members if any envelopes are returned.

17 62. Returned Notice Packets. The Settlement Administrator will take steps to ensure
18 that the Notice Packet is received by all Settlement Class Members, including utilization of the
19 National Change of Address Database maintained by the United States Postal Service to review the
20 accuracy of and, if necessary, update a mailing address. Notices will be re-mailed to any Class
21 Member for whom an updated address is located within ten (10) calendar days following both the
22 Settlement Administrator learning of the failed mailing and its receipt of the updated address. The
23 Notice shall be identical to the original Notice, except that it shall notify the Class Member that the
24 exclusion (opt-out) request or objection must be returned by the later of the Notice Response
25 Deadline or fifteen (15) days after the re-mailing of the Notice Packet.

26 63. Disputes Regarding Class Data. Class Members are deemed to participate in the
27 Settlement, unless they opt-out. The Notice Packet will inform Class Members of his/her estimated
28 Individual Settlement Amount and the number of Weeks Worked that he/she worked during the

1 Class Period. Defendant's records regarding the Weeks Worked of Class Members shall be
2 presumed to be correct. Class Members who challenge Defendant's records must submit a
3 challenge in writing to the Settlement Administrator and will bear the burden of proof, *i.e.*, a Class
4 Member who fails to provide written documentation supporting a different number of Qualifying
5 Workweeks will have his or her challenge denied. Defendant shall review their records and provide
6 information to the Settlement Administrator in response to any such disputes. The Settlement
7 Administrator shall evaluate the evidence submitted by the Class Member and make the decision as
8 to which amount should be applied. The determination by the Settlement Administrator shall be
9 final and binding. In no case will a challenge to the number of Qualifying Workweeks result in a
10 payment by Defendants in excess of the Maximum Settlement Amount. Class Members will have
11 until the Notice Response Deadline to dispute Weeks Worked, object or opt out, unless extended by
12 the Court.

13 64. Declaration of Due Diligence. The Settlement Administrator shall provide counsel
14 for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due
15 diligence and proof of mailing with regard to the mailing of the Notice Packet.

16 65. Settlement Class Members' Rights. Each Settlement Class Member will be fully
17 advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or request
18 exclusion from the Settlement. The Notice Packet will inform the Settlement Class Members of the
19 Court-established deadlines for filing objections or requesting exclusion from the Settlement in
20 accordance with the following guidelines:

21 (a) Requests for Exclusion from Settlement Class. Any Settlement Class
22 Member, other than Plaintiff, may request to be excluded from the Settlement Class by submitting a
23 "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Notice
24 Response Deadline. The Request for Exclusion should be in substantially this form and exact
25 wording is not required for the request to be excluded to be considered:

26 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE
27 RODRIGUEZ V. J & M PRODUCTS LAWSUIT. I UNDERSTAND THAT IF I
28 ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT

1 RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

2 Any Request for Exclusion must include the full name, address, telephone number, last four
3 digits of the social security number or date of birth, and signature of the Settlement Class Member
4 requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement
5 Administrator at the specified address. Any such Request must be made in accordance with the
6 terms set forth in the Notice Packet. A Request for Exclusion will be timely only if postmarked by
7 the Notice Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class
8 Member who timely requests exclusion in compliance with these requirements: (i) will not have
9 any rights under this Agreement, including the right to object, appeal or comment on the
10 Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will not
11 be bound by this Agreement, or the Judgment.

12 (b) Binding Effect on Final Settlement Class Members. Except for those
13 Settlement Class Members who exclude themselves in compliance with the procedures set forth
14 above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for all
15 purposes under this Agreement; (ii) will be bound by the terms and conditions of this Agreement,
16 the Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be
17 deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy
18 of the Settlement.

19 (c) Objections to Settlement. Any Settlement Class Member, other than
20 Plaintiff, may object to the terms of this Agreement. To object, a Settlement Class Member shall
21 inform the Settlement Administrator, in writing, of his or her objection that must be postmarked by
22 the Notice Response Deadline at the address set forth in the Notice. This deadline applies
23 notwithstanding any argument regarding alleged non-receipt of the Class Notice. Any Class
24 Member who fails to submit timely written objections in this manner shall be deemed to have
25 waived any objections and shall be foreclosed from making any objection to the Settlement and
26 from filing any appeal from any Final Approval order issued by the Court. Class Members who
27 timely and validly submit Requests for Exclusion shall have no right to object and shall be
28 foreclosed from making any objection to the Settlement. A written objection to the Settlement must

1 be signed by the Class Member and dated, and additionally Class Member's name, last four (4)
2 digits of his or her Social Security number, dates of employment as a non-exempt or hourly-paid
3 employee of Defendant in California, the case name and number and all legal and factual bases for
4 objection to the Settlement, whether the Class Member intends to appear at the Final Approval
5 Hearing, and whether the Class Member is represented by legal counsel (and if so, identifying the
6 legal counsel and providing said legal counsel's mailing address). A Class Member who objects to
7 the Settlement will still be considered a Participating Class Member who is subject to the
8 Settlement. The Settlement Administrator shall provide objections, if any, to Class Counsel and
9 Defense Counsel within three (3) days of receipt, and the Settlement Administrator shall attach the
10 same to its declaration of due diligence and file with the Court prior to the Final Approval Hearing.
11 Any Participating Class Member who files an objection remains eligible to receive monetary
12 compensation from the Settlement. Plaintiff and Defendant shall not be responsible for any fees,
13 costs, or expenses incurred by any Class Member and/or his or her counsel related to any objections
14 to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment.
15 Rather, the right to appeal is preserved by becoming a party of record by timely and properly
16 intervening or filing a motion to vacate the judgment under Code of Civil Procedure § 663.
17 Settlement Class Members and Aggrieved Employees may not object to or opt-out of the Settlement
18 with respect to the PAGA Claims

19 (d) Failure to Object. Any Settlement Class Member who desires to object but
20 fails to timely submit a written objection waives any right to object and will be foreclosed from
21 making any objection to this Settlement. Any Settlement Class Member who does not timely and
22 properly become a party of record by intervening or filing a motion to vacate the judgment waives
23 any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
24 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion
25 under California Code of Civil Procedure section 473, and extraordinary writs.

26 (e) Responses to Objections. Counsel for the Parties may file a response to any
27 objections submitted by Objecting Settlement Class Members at least five (5) court days before the
28 date of the Final Approval Hearing.

1 66. Settlement Class Members will have until the Notice Response Deadline to object or
2 submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement
3 Administrator shall disclose jointly to Class Counsel and Defense Counsel what objections or
4 Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class
5 Counsel or Defense Counsel.

6 67. Funding of the Settlement Amount. Defendant shall make a one-time deposit into
7 the QSF of the Settlement Amount, as described in Paragraph 49(a) that is necessary to make all
8 payments required under this Settlement, within sixty (60) days after Final Approval of the
9 Settlement, plus Defendant shall separately pay its share of employer payroll taxes as calculated and
10 directed by the Settlement Administrator.

11 68. Distribution of Funds. No later than seven (7) calendar days after the deposit of each
12 payment into the QSF, the Settlement Administrator will mail the payments to the Participating
13 Class Members, the payment for the attorneys' fees and costs to Class Counsel, any Service
14 Payment to the Class Representative, the payment to the LWDA for PAGA penalties, and will pay
15 itself the Settlement Administration Costs.

16 69. Disposition of Returned and Uncashed Checks. This is a non-reversionary "all-in"
17 settlement. No unclaimed amounts will revert to Defendant.

18 (a) **Returned Checks:** If any Individual Settlement Payments are returned as
19 undeliverable, the Settlement Administrator will take all steps necessary to locate an updated
20 mailing address for the Class Member, including without limitation, using an Accurant (or
21 substantially similar) in-depth skip-trace. In the event the Settlement Administrator is unable to
22 locate an updated address, or the Individual Settlement Payments are returned as undeliverable after
23 a second mailing, the undeliverable Individual Settlement Payment shall be treated as an uncashed
24 check and sent to the California State Controller in the name of the Participating Class Member.

25 (b) **Uncashed Checks:** Participating Class Members shall have 180 calendar days after
26 mailing by the Settlement Administrator to cash their settlement checks. If any Participating Class
27 Member's check is not cashed within that period, the check will be void and a stop-payment will be
28 issued, and the Settlement Administrator shall issue the unclaimed funds to the California State

1 Controller in the name of the Participating Class Member. The Release will be binding upon all
2 Participating Class Members, including those who do not cash their checks within the 180-day
3 period.

4 (c) Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement
5 Administrator will have any liability for lost or stolen settlement checks, forged signatures on
6 settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing,
7 in the event a Participating Class Member notifies the Settlement Administrator that he or she
8 believes that a settlement check has been lost or stolen, the Settlement Administrator shall
9 immediately stop payment on such check. If the check in question has not been negotiated prior to
10 the stop payment order, the Settlement Administrator will issue a replacement check.

11 **H. Duties of the Parties Prior to the Court's Approval**

12 70. Promptly after execution of this Stipulation of Settlement, Plaintiff will move the
13 Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
14 accomplishing the following:

15 (a) Scheduling the Final Approval Hearing on the issue of whether this
16 Settlement should be finally approved as fair, reasonable and adequate as to the Class Members and
17 a hearing on fees, costs and the Service Payments;

18 (b) Approving as to form and content the proposed Notice Packet, attached
19 hereto as Exhibit A;

20 (c) Directing the mailing of the Notice Packet by first class mail to the
21 Settlement Class Members;

22 (d) Preliminarily approving this Settlement; and

23 (e) Preliminarily certifying the class for purposes of this Settlement.

24 **I. Duties of the Parties Following Court's Final Approval**

25 71. In connection with the Final Approval Hearing provided for in this Stipulation of
26 Settlement, Class Counsel shall submit a proposed Final Approval Order:

27 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and
28 adequate, and directing consummation of its terms and provisions;

1 (b) Approving Class Counsel's application for an award of attorneys' fees and
2 reimbursement of litigation costs and expenses, the Service Payments to the Class Representatives,
3 and the payment to the Settlement Administrator for costs of administering the settlement; and

4 (c) Entering judgment approving settlement, thereby permanently barring all Settlement
5 Class Members from prosecuting any Released Claims against any of the Released Parties.

6 **J. Taxation**

7 68. The portion of each Individual Settlement Payment paid to all other Participating
8 Class Members will be allocated as: 10% wages; 90% penalties and interest. The portion that is
9 attributable to wages will be subject to normal tax withholding and shall be reported to the taxing
10 authorities on an IRS Form W-2. The portion attributable to penalties and interest will not be
11 subject to tax withholding and an IRS Form 1099 shall be issued if the payment is above the
12 minimum threshold required for the issuance of a Form 1099.

13 69. Defendant's Counsel and Class Counsel make no warranty and have provided no
14 advice regarding the tax treatment of Individual Settlement Payments to Participating Class
15 Members pursuant to the terms of this Settlement. All taxes, other than the employer's share of
16 payroll taxes, which are not a part of the Maximum Settlement Amount, are the sole responsibility
17 of the Participating Class Member.

18 70. Each of the Parties acknowledges and agrees that: (a) no provision of this Settlement
19 Agreement, and no written communication or disclosure between or among the Parties or their
20 Counsel and other advisers is or was intended to be, nor shall any such communication or
21 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
22 States Treasury Circular 230 (31 CFR part 10, as amended); (b) each Party (i) has relied exclusively
23 upon his, her or its own, independent legal and tax advisors for advice (including tax advice) in
24 connection with this Agreement, (ii) has not entered into this Agreement based upon the
25 recommendation of any other Party or any Counsel or advisor to any other Party, and (iii) is not
26 entitled to rely upon any communication or disclosure by any other Counsel or advisor to any other
27 Party to avoid any tax penalty that may be imposed on that Party; and (c) no attorney or advisor to
28 any other Party has imposed any limitation that protects the confidentiality of any such attorney's or

1 advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by
2 the Party of the tax treatment or tax structure of any transaction, including any transaction
3 contemplated by this Agreement.

4 71. Individual Settlement Payments paid to Participating Class Members shall not be
5 deemed pensionable earnings and shall not have any effect on the eligibility for, or calculation of,
6 any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.). The Parties agree that
7 Individual Settlement Payments to Participating Class Members do not represent any modification
8 of Participating Class Members' previously credited hours of service or other eligibility criteria
9 under any employee pension benefit plan or employee welfare benefit plan sponsored by the
10 Released Parties. Any Individual Settlement Payments paid pursuant to this Settlement shall not be
11 considered "compensation" in any year for purposes of determining eligibility for, or benefit
12 accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by the
13 Released Parties.

14 72. The payroll taxes and any other applicable employer withholdings or contributions
15 will be computed by the Settlement Administrator based on the amounts paid to Participating Class
16 Members. The Settlement Administrator shall be responsible for making all necessary payments
17 and government filings in connection with such payments.

18 73. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff,
19 the Class, Class Counsel or the Settlement Administrator based on mailings, distributions and
20 payments made in accordance with this Stipulation of Settlement.

21 **K. Voiding the Agreement**

22 74. Either Party has the right in its sole and exclusive discretion to terminate and
23 withdraw from the Settlement if any of the following occur: (a) the Court does not certify the Class
24 as described herein, or does not certify a class releasing all of the Released Claims, and/or the Class
25 Representative Released Claims as defined herein or otherwise makes an order inconsistent with
26 any of the terms of this Settlement Agreement; (b) the Court does not grant preliminary or final
27 approval of the Settlement in accordance with its terms. Recovery of attorneys' fees and costs by
28 Class Counsel and Class Representative Service Awards are terms of this Agreement, but the

1 allowance or disallowance by the Court of an award of attorneys' fees and/or costs and/or the
2 Service Awards to the Plaintiff are not part of this Settlement, and will be considered by the Court
3 separately from the Court's consideration of the fairness, reasonableness, adequacy and good faith
4 of this Settlement to the Settlement Class; (c) the Court does not enter the Final Judgment; (d)
5 Defendant exercises its option to terminate the Settlement; or (e) the Effective Date does not occur
6 or the Settlement does not become final for any other reason.

7 75. If, for any reason, the Settlement is not approved by the Court, or if a Party
8 terminates and withdraws from the Settlement pursuant to this paragraph, this Settlement
9 Agreement and any related settlement documents shall be null and void, and any class certified for
10 settlement purposes will be vacated and any other order entered by the Court in furtherance of this
11 Settlement shall be treated as void ab initio. In such an event, the Parties shall return to the status
12 quo as if the Parties had not entered into this Settlement, and this Agreement, all negotiations, Court
13 orders, and proceedings relating thereto shall be without prejudice to the rights of the Parties hereto,
14 and all evidence relating to the Settlement and all negotiations shall not be admissible, discoverable,
15 or otherwise used in the Action, in any other litigation, or otherwise. The terminating Party shall
16 give to the other Party (through its counsel) written notice of its decision to terminate within ten
17 (10) business days after receiving notice that one of the enumerated events has occurred.

18 76. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have
19 no further obligations under the Settlement, including any obligation by Defendant to pay the
20 Maximum Settlement Amount, or any amounts that otherwise would have been owed under this
21 Settlement.

22 77. If the Settlement is voided or fails for any reason, any costs incurred by the
23 Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise
24 specified in this Agreement.

25 78. Notwithstanding any other provision of this Agreement, Defendant shall retain the
26 right, in the exercise of its sole discretion, to nullify the Settlement within thirty (30) days after the
27 expiration of the opt-out period set forth above if Ten Percent (10%) or more of the Class Members
28 opt-out of this Settlement and fail to become Participating Class Members. In such event, the

1 Parties shall be restored to their respective positions in all respects as though the contemplated
2 settlement never occurred. In the event of such a termination, no party may use the fact that the
3 Parties agreed to settle, or the terms provided herein as an admission, as evidence, or for any other
4 purpose, including, without limitation, to prove any liability or the amount of any sum allegedly
5 owed by any Party. All parties and their counsel shall not encourage opt-outs or objections to this
6 Agreement. The parties specifically agree not to solicit opt-outs, directly or indirectly, through any
7 means.

8 **L. Other Terms**

9 79. Waiver. The waiver by one Party of any breach of this Agreement by another Party
10 shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

11 80. Parties' Authority. The signatories hereto represent that they are fully authorized to
12 enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions
13 hereof.

14 81. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
15 accomplish the terms of this Stipulation of Settlement, including but not limited to, execution of
16 such documents and to take such other action as may reasonably be necessary to implement the
17 terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their
18 best efforts, including all efforts contemplated by this Stipulation of Settlement and any other
19 efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation
20 of Settlement and the terms set forth herein. As soon as practicable after execution of this
21 Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation of Defendant
22 and Defendant's counsel, take all necessary steps to secure the Court's preliminary and final
23 approval of the settlement, and the final entry of judgment.

24 82. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they
25 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,
26 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
27 action or rights released and discharged by this Stipulation of Settlement.

28 83. No Admission. Defendant denies any and all liability to any Settlement Class

Member in this Action, as to any and all causes of action that were asserted or that might have been asserted in this Action. Nonetheless, Defendant wish to settle and compromise the matters at issue in the Complaint to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant also have taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that it has asserted or could assert against Plaintiff, has determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

84. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Stipulation of Settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Stipulation of Settlement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Stipulation of Settlement. The stipulation for class certification as part of this Stipulation of Settlement is for settlement purposes only and if, for any reason the settlement is not approved, the stipulation will be of no force or effect.

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

To the Settlement Class:

Mehrdad Bokhour, Esq.
Bokhour Law Group, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

Joshua Falakassa
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

1 To Defendant:

2 Michael R. Fostakowsky, Esq.
3 POOLE SHAFFERY & KOEGLE, LLP
4 *mfostakowsky@pooleshaffery.com*
5 25350 Magic Mountain Parkway, Suite 250
6 Tel: (661) 290-2990; Fax: (661) 290-3338

7 86. Construction. The Parties hereto agree that the terms and conditions of this
8 Stipulation of Settlement are the result of lengthy, intensive arms' length negotiations between the
9 Parties and that this Stipulation of Settlement shall not be construed in favor of or against any Party
10 by reason of the extent to which any Party or his or its counsel participated in the drafting of this
11 Stipulation of Settlement. Plaintiff and Defendant expressly waive the common-law and statutory
12 rule of construction that ambiguities should be construed against the drafter of an agreement and
13 further agree, covenant, and represent that the language in all parts of this Agreement shall be in all
14 cases construed as a whole, according to its fair meaning.

15 87. Captions and Interpretations. Paragraph titles or captions contained herein are
16 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
17 describe the scope of this Stipulation of Settlement or any provision hereof. Each term of this
18 Stipulation of Settlement is contractual and not merely a recital.

19 88. Modification. This Stipulation of Settlement may not be changed, altered, or
20 modified, except in writing and signed by the Parties hereto, and approved by the Court. This
21 Stipulation of Settlement may not be discharged except by performance in accordance with its
22 terms or by a writing signed by all of the Parties hereto.

23 89. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this
24 Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide
25 written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and
26 Plaintiff and Defendant agree to seek the help of the Mediator to resolve any dispute they are unable
27 to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs.
28 This provision shall not apply to any legal action or other proceeding instituted by any person or
entity other than Plaintiff or Defendant.

1 90. Choice of Law. This Settlement Agreement shall be governed by and construed,
2 enforced and administered in accordance with the laws of the State of California, without regard to
3 its conflicts-of-law rules.

4 91. Integration Clause. This Stipulation of Settlement contains the entire agreement
5 between the Parties relating to the settlement and transaction contemplated hereby, and all prior or
6 contemporaneous agreements, understandings, representations, and statements, whether oral or
7 written and whether by a Party or such Party's legal counsel, are merged herein. No rights
8 hereunder may be waived except in writing.

9 92. Invalidity of Any Provision. The Parties request that before declaring any provision
10 of this Stipulation invalid, the Court shall first attempt to construe all provisions valid to the fullest
11 extent possible consistent with applicable precedents.

12 93. Binding On Assigns. This Stipulation of Settlement shall be binding upon and inure
13 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
14 successors and assigns.

15 94. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
16 because the members of the Settlement Class are numerous, it is impossible or impractical to have
17 each Class member execute this Stipulation of Settlement. The Notice Packet will advise all
18 Settlement Class Members of the binding nature of the release provided herein and such shall have
19 the same force and effect as if each Settlement Class Member executed this Stipulation of
20 Settlement.

21 95. Counterparts. This Stipulation of Settlement may be executed in counterparts, and
22 when each Party has signed and delivered at least one such counterpart, each counterpart shall be
23 deemed an original, and, when taken together with other signed counterparts, shall constitute one
24 fully signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties.
25 Electronic signatures shall have the same force and effect as an original.

26 96. Invalid Without Court Approval. This Agreement is subject to approval by the
27 Court. In the event the Settlement is not approved, it shall be deemed null and void, of no force and
28 effect, and the Parties represent, warrant, and covenant that in such event it will not be admitted in

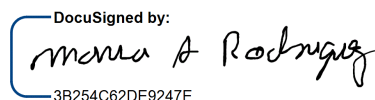
1 the Action as an admission, as evidence, or used for any other purpose in the Action.

2 97. No Tax Advice. Nothing contained herein constitutes legal advice regarding the
3 taxability of any amounts paid in connection with the Settlement, nor should anything contained
4 herein be relied upon as such advice.

5 **IT IS SO AGREED.**
3/29/2022

6 Dated: March __, 2022

CLASS REPRESENTATIVE:

7
8 3B254C62DE9247E...

9 MARIA SALOME RODRIGUEZ

10 Dated: March __, 2022

DEFENDANT:

11
12
13 By: _____
14 Its: _____
J & M PRODUCTS, INC.

1 **APPROVED AS TO FORM**

3/29/2022

2 DATED: March ___, 2022

BOKHOUR LAW GROUP, P.C.

DocuSigned by:

Mehrdad Bokhour

BY: _____

D8D3643E271940F

MEHRDAD BOKHOUR

Attorneys for Plaintiff, MARIA SALOME RODRIGUEZ,
on behalf of himself and all others similarly situated
FALAKASSA LAW, P.C.

3/29/2022

7 DATED: March ___, 2022

DocuSigned by:

Joshua Falakassa

BY: _____

15A628B2C5A149C...

JOSHUA FALAKASSA

Attorneys for Plaintiff, MARIA SALOME
RODRIGUEZ, on behalf of himself and all others
similarly situated

13 DATED: March ___, 2022

POOLE SHAFFERY & KOEGLE, LLP

By: _____

MICHAEL R. FOSTAKOWSKY

Attorneys for Defendant, J & M PRODUCTS, INC.

APPROVED AS TO FORM

DATED: March __, 2022

BOKHOUR LAW GROUP, P.C.

BY: _____

MEHRDAD BOKHOUR

Attorneys for Plaintiff, SALVADOR RODRIGUEZ,
on behalf of himself and all others similarly situated
FALAKASSA LAW, P.C.

DATED: March __, 2022

BY: _____

JOSHUA FALAKASSA

Attorneys for Plaintiff, MARIA SALOME
RODRIGUEZ, on behalf of himself and all others
similarly situated

DATED: March 23, 2022

POOLE SHAFFERY & KOEGLE, LLP

By: _____

MICHAEL R. FOSTAKOWSKY

Attorneys for Defendant, J & M PRODUCTS, INC.