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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CARRIE DAVIS, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

BEELINE IMPORT AND SERVICES,
LLC, a Delaware limited liability
company, [fix caption to match as filed]

Defendant.

CASE NO.: CIVSB2119287

[Assigned to the Hon. David S. Cohn,
Dept. S26]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: July 2, 2021

Trial Date: None Set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 CARRIE DAVIS (“Plaintiff”) on behalf of the Settlement Class, on the one hand; and defendant
4 BEELINE IMPORT AND SERVICES, LLC (“Defendant”) on the other hand, in the lawsuit
5 entitled *Davis v. Beeline Import and Services, LLC, et al.*, filed in San Bernardino County
6 Superior Court, Case No. CIVSB2119287 (the “Action”). Plaintiff and Defendant shall be, at
7 times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully,
8 finally, and forever resolve the claims as set forth herein, based upon and subject to the terms and
9 conditions of this Agreement.

10 **1. DEFINITIONS**

11 **A. “Action”** means the lawsuit entitled *Davis v. Beeline Import and Services, LLC,*
12 *et al.*, filed in San Bernardino County Superior Court, Case No. CIVSB2119287.

13 **B. “Aggrieved Employees”** means Class Members working for Defendant during the
14 PAGA Period as non-exempt, hourly-paid employees in California.

15 **C. “Class Counsel”** means: David D. Bibiyan of Bibiyan Law Group, P.C., and
16 Steven I. Azizi of Miracle Mile Law Group, LLP. The term “Class Counsel” shall be used
17 synonymously with the term “Plaintiff’s Counsel.”

18 **D. “Class Period”** means the period from July 2, 2017 through September 22, 2022.

19 **E. “Class Notice”** means and refers to the notice sent to Class Members after
20 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
21 Agreement.

22 **F. “Court”** means the Superior Court of the State of California for the County of San
23 Bernardino.

24 **G. “Final Approval Date”** means the later of: (1) the date which is sixty (60) days
25 after the Court signs and enters an Order granting final approval of this Settlement (“Final
26 Approval”) and Judgment if no notice is filed within that time seeking to appeal or vacate the
27 Final Approval award; or (2) if a notice to appeal or vacate is filed, or any other legal challenge
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1 to the Settlement is filed, the date upon which all appellate and/or other proceedings resulting
2 from the notice of appeal or challenge have been finally terminated in such a manner as to permit
3 the final award to take effect in substantially in the form described herein, and the Final Approval
4 is no longer subject to further judicial review.

5 **H. “Defendant”** means beeline Import and Services, LLC.

6 **I. “Employer Taxes”** means employer-funded taxes and contributions imposed on
7 the wage portions of the Individual Settlement Payments under the Federal Insurance
8 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
9 and contributions required of employers, such as for unemployment insurance.

10 **J. “General Release”** means the broader release of claims by Plaintiff, which is in
11 addition to Plaintiff’s limited release of claims as a Participating Class Member.

12 **K. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Six
13 Hundred and Thirty-Five Thousand Dollars and Zero Cents (\$635,000.00),¹ which shall be paid
14 by Defendant, from which all payments for the Individual Settlement Payments to Participating
15 Class Members, the Court-approved amounts for attorneys’ fees and reimbursement of litigation
16 costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, the
17 PAGA Payment, and the LWDA Payment shall be paid. It expressly excludes Employer Taxes,
18 which shall be paid by Defendant separate, apart, and in addition to the Gross Settlement Amount.

19 **L. “Individual PAGA Payment”** means a payment made to an Aggrieved Employee
20 for his or her share of the PAGA Payment, which may be in addition to his or her Individual
21 Settlement Share if he or she is also a Participating Class Member.

22 **M. “Individual Settlement Payment”** means a payment to a Participating Class
23 Member of his or her net share of the Net Settlement Amount.

24 **N. “Individual Settlement Share”** means the gross amount of the Net Settlement
25 Amount that a Participating Class Member is projected to receive based on the number of
26

27 _____
28 ¹ Unless increased in accordance with Paragraph 17, below.

1 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
2 shall be reflected in his or her Class Notice.

3 **O. “LWDA Payment”** means the payment to the State of California Labor and
4 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
5 amount allocated toward penalties under the PAGA all of which is to be paid from the Gross
6 Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and Zero Cents
7 (\$20,000.00) shall be allocated toward PAGA penalties, of which seventy-five percent (75%) will
8 be paid to the LWDA (*i.e.*, the LWDA Payment) and twenty-five percent (25%) will be paid to
9 Aggrieved Employees on a *pro rata* basis based on the Workweeks worked for Defendant as a
10 non-exempt, hourly-paid employee in California in the PAGA Period (*i.e.*, the PAGA Payment).

11 **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
12 that is available for distribution to the Participating Class Members after deductions for the Court-
13 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
14 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
15 Payment, and the PAGA Payment.

16 **Q. “Operative Complaint” or “Complaint”** means the First Amended Complaint
17 filed with the Court in this Action, *Davis v. Beeline Import and Services, LLC, et al.*, Case No.
18 CIVSB2119287.

19 **R. “PAGA Payment”** is the 25% portion of the Twenty Thousand Dollars and Zero
20 Cents (\$20,000.00) that is allocated toward PAGA penalties (Five Thousand Dollars and Zero
21 Cents (\$5,000.00)) that will be paid to Aggrieved Employees on a *pro rata* basis based on the
22 Workweeks worked as non-exempt, hourly-paid employees of Defendant in California in the
23 PAGA Period, which would be in addition to their Individual Settlement Payment if they are
24 Participating Class Members, as well.

25 **S. “PAGA Period”** means the period from July 2, 2020 through the end of the Class
26 Period.

1 **T. “Participating Class Members”** means all Settlement Class Members who do not
2 submit a timely and valid Request for Exclusion.

3 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
4 Settlement Amount that a Participating Class Member is eligible to receive based on the number
5 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
6 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
7 may be entitled if he or she is also an Aggrieved Employee.

8 **V. “Plaintiff”, “Named Plaintiff” or “Class Representative”** shall refer to plaintiff
9 Carrie Davis.

10 **W. “Preliminary Approval Date”** means the date on which the Court enters an Order
11 granting preliminary approval of the Settlement.

12 **X. “Released Parties”** shall mean all named Defendants and each of their past,
13 present, and future respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and
14 company-sponsored employee benefit plans of any nature and their successors and predecessors
15 in interest, including all of their officers, directors, shareholders, employees, agents, principals,
16 heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries,
17 trustees, and agents.

18 **Y. “Response Deadline”** means the deadline for Settlement Class Members to mail
19 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
20 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
21 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
22 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
23 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
24 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
25 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or
26 Workweek Dispute was submitted by the Response Deadline.

1 **Z. “Request for Exclusion”** means a written request to be excluded from the
2 Settlement Class pursuant to Paragraph 9(C) below.

3 **AA. “Service Award”** means monetary amounts to be paid to Plaintiff of up to Seven
4 Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00), which subject to Court
5 approval, will be paid out of the Gross Settlement Amount.

6 **BB. “Settlement Administration Costs”** means all costs incurred by the Settlement
7 Administrator in administration of the Settlement, including, but not limited to, translating the
8 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
9 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments,
10 Individual PAGA Payments, and Participating Individual Settlement Shares, as well as associated
11 taxes and withholdings, providing declarations, generating Individual Settlement Payment checks
12 and related tax reporting forms, doing administrative work related to unclaimed checks,
13 transmitting payment to Class Counsel for the Court-approved amounts for attorneys’ fees and
14 reimbursement of litigation costs and expenses, to Plaintiff for her Service Award, and to the
15 LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related
16 information, and any other actions of the Settlement Administrator as set forth in this Agreement,
17 all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated
18 not to exceed \$8,950.00. If the actual amount of the Settlement Administration Costs is less than
19 \$8,950.00, the difference between \$8,950.00 and the actual Settlement Administration Costs shall
20 be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$8,950.00
21 then such excess will be paid solely from the Gross Settlement Amount and Defendant will not
22 be responsible for paying any additional funds in order to pay these additional costs.

23 **CC. “Settlement Administrator”** means the Third-Party Administrator mutually
24 agreed upon by the Parties that will be responsible for the administration of the Settlement
25 including, without limitation, translating the Class Notice in Spanish, the distribution of the
26 Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount
27 and related matters under this Agreement.
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1 **DD.** “**Settlement Class**” or “**Settlement Class Members**” means all current and
2 former non-exempt, hourly-paid employees who worked in California for Defendant at any time
3 during the Class Period.

4 **EE.** “**Workweeks**” means the number of weeks that a Settlement Class Member was
5 employed by and worked for Defendant in a non-exempt, hourly position during the Class Period
6 in California, based on hire dates, re-hire dates (as applicable), and termination dates (as
7 applicable), less any weeks in which no work was performed.

8 **2. BACKGROUND**

9 **A.** On June 7, 2021, Defendant terminated the employment of Plaintiff after
10 contending that she had allegedly falsified her time records.

11 **B.** On July 2, 2021, Plaintiff filed with the LWDA and served on Defendant a notice
12 under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to
13 recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations.
14 (“PAGA Notice”).

15 **C.** On July 2, 2021, Plaintiff filed a putative wage-and-hour class action alleging that,
16 during the Class Period, Defendant, as it pertains to Class Members: (1) failed to pay overtime
17 wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in
18 lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to all
19 wages due upon separation from employment; (6) failed to issue accurate and compliant wage
20 statements; (7) failed to indemnify Class Members; and (8) engaged in unfair competition (“Class
21 Action”).

22 **D.** On October 29, 2021, after sixty-five (65) days had passed since Plaintiff filed the
23 PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code
24 violations, Plaintiff filed her First Amended Complaint with the Court seeking PAGA civil
25 penalties against Defendant for the Labor Code violations alleged in the PAGA Notice.

26 **E.** Shortly thereafter, the Parties agreed to exchange informal discovery and attend a
27 mediation, in which Plaintiff was provided with, among other things: (1) time and payroll records
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1 for approximately 250 of the estimated 251 Class Members; (2) a class list of hire dates,
2 termination dates, and job positions worked by Class Members; (3) and all of Defendant's
3 applicable policy documents during the Class Period, including any applicable handbooks and
4 standard operating procedures. Plaintiff did not provide Defendant with any records or other
5 evidence to support her claims.

6 **F.** On April 25, 2022, the Court dismissed the individual defendants, Myrna
7 Delgado and Christian Aviles.

8 **G.** On June 23, 2022, the Parties participated in a full-day mediation before Lynn
9 Frank Esquire, a well-regarded mediator experienced in mediating complex labor and
10 employment matters. With the aid of the mediator's evaluation, the Parties reached the Settlement
11 to resolve the Action.

12 **H.** Class Counsel has conducted significant investigation of the law and facts relating
13 to the claims asserted in the Action, and have concluded that that the Settlement set forth herein
14 is fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account
15 the sharply contested issues involved, the expense and time necessary to litigate the Action
16 through trial and any appeals, the risks and costs of further litigation of the Action, the risk of an
17 adverse outcome, the uncertainties of complex litigation, the information learned through
18 informal discovery regarding Plaintiff's allegations, and the substantial benefits to be received by
19 Settlement Class Members.

20 **I.** Defendant has concluded that, because of the substantial expense of defending
21 against the Action, the length of time necessary to resolve the issues presented herein, the
22 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
23 interest to accept the terms of this Agreement. Defendant denies each of the allegations and
24 claims asserted against it in the Action. Defendant contends that Plaintiff has not identified any
25 evidence to support any of the claims she asserted on behalf of herself or the other alleged class
26 members and aggrieved employees; the vast majority of alleged class members were part-time
27 employees who did not work overtime, who were paid at or above the minimum wage for all
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1 hours worked, whose expenses were reimbursed, and whose uncontrolled, offsite work schedules
2 allowed them to take uninterrupted rest breaks and meal periods whenever they wanted and for
3 however long they wanted. However, Defendant nevertheless desires to settle the Action for the
4 purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the
5 purpose of putting to rest the controversies engendered by the Action.

6 **J.** This Agreement is intended to and does effectuate the full, final, and complete
7 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
8 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
9 and Aggrieved Employees.

10 **3. JURISDICTION**

11 The Court has jurisdiction over the Parties and the subject matter of the Action. The
12 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
13 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
14 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
15 pursuant to California Rule of Court, rule 3.769, subdivision (h).

16 **4. STIPULATION OF CLASS CERTIFICATION**

17 The Parties stipulate to the certification of the Settlement Class under this Agreement for
18 purposes of settlement only.

19 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

20 After full execution of this Agreement, Plaintiff will move for an order granting
21 preliminary approval of the Settlement, approving and directing the mailing of the proposed
22 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A”**, conditionally
23 certifying the Settlement Class for settlement purposes only, and approving the deadlines
24 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and
25 Objections. If and when the Court preliminarily approves the Settlement, and after administration
26 of the Class Notice in a manner consistent with the Court’s Preliminary Approval Order, Plaintiff
27 will move for an order finally approving the Settlement and seek entry of a Judgment in line with
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1 this Settlement. The Parties may both respond to any Objections lodged to final approval of the
2 Settlement up to five (5) court days before the Final Approval Hearing.

3 **6. STATEMENT OF NO ADMISSION**

4 Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff
5 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
6 PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims or
7 allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere herein, in
8 the event that this Agreement is not approved by the Court, or any appellate court, is terminated,
9 or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or
10 affected in any way any claims, rights or remedies, or defenses in the Action or the PAGA Notice,
11 and Defendant will not be deemed to have waived, limited, or affected in any way any of its
12 objections or defenses in the Action and the PAGA Notice. The Parties shall be restored to their
13 respective positions in the Action prior to the entry of this Settlement.

14 **7. RELEASE OF CLAIMS**

15 **A. Release by All Participating Class Members**

16 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
17 of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross
18 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and
19 all Participating Class Members release waive, discharge, and promise never to assert in any
20 forum all claims against the Released Parties asserted or which could have been asserted in the
21 Operative Complaint filed in the Action, or any and all claims that may be asserted against the
22 Released Parties based on the factual allegations in the Operative Complaint, as follows: For the
23 duration of the Class Period, the release includes, for Participating Class Members: (1) all claims
24 for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims
25 for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to
26 provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all wages due
27 upon separation from employment; (6) all claims for failure to issue accurate and compliant wage
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1 statements; (7) all claims for failure to indemnify Class Members; and (8) all claims asserted
2 through California Business & Professions Code section 17200, *et seq.* arising out of the Labor
3 Code violations referenced in the Complaint (the “Class Released Claims”), including any and all
4 claims for damages, interest, restitution, or attorneys’ fees, penalties, or costs based on or related
5 to such allegations.

6 **B. Release by All Aggrieved Employees**

7 For Aggrieved Employees and the State of California, the release includes for the duration
8 of the PAGA Period, all claims asserted in the PAGA Notice, Amended PAGA Notice, and
9 alleged in the Operative Complaint for PAGA civil penalties pursuant to Labor Code sections
10 210, 226.3, 558, 1174.5, 1197.1, and 2699 (the “PAGA Released Claims”). The PAGA Released
11 Claims include, but are not limited to, Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203,
12 204, 204b, 204.1, 204.2, 205, 205.5, 221, 223, 226, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 432,
13 510, 512, 558, 1174, 1174.5, 1194, , 1194.2, 1197, 1197.1, 1197.5, 1181.12, 1198.5, 2802, 2810.5,
14 6401, 6402, 6403, 6409.6, and the applicable Wage Orders, among other things, and as alleged
15 in paragraphs 111 to 137 of Plaintiff’s First Amended Complaint. The Class Released Claims
16 and PAGA Released Claims shall be referred to herein as the “Released Claims”.

17 **C. Claims Not Released**

18 The release expressly excludes all other claims, including claims for vested benefits,
19 wrongful termination, unemployment insurance, disability, social security, workers’
20 compensation, and any other claims outside of the Class Released Claims of Participating Class
21 Members arising during the Class Period and the PAGA Released Claims of Aggrieved
22 Employees (and, to the extent permitted by law, the State of California) arising outside of the
23 PAGA Period.

24 **D. General Release**

25 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
26 of Judgment, and payment by Defendant to the Settlement Administrator selected of the full Gross
27 Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in addition to
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1 the Released Claims, Plaintiff makes the additional following General Release: Plaintiff releases
2 the Released Parties from all claims, demands, rights, liabilities and causes of action of every
3 nature and description whatsoever, known or unknown, asserted or that might have been asserted,
4 whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation
5 arising out of, relating to, or in connection with any act or omission of the Released Parties
6 through the date of full execution of this Agreement in connection with Plaintiff's employment
7 with Defendant or the termination thereof, except for any and all other claims that may not be
8 released as a matter of law through this Agreement. To the extent of the General Release provided
9 herein, Plaintiff stipulates and agrees that, upon entry of an Order granting Final Approval of the
10 Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator
11 selected of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the
12 Settlement, Plaintiff shall have expressly waived and relinquished, to the fullest extent permitted
13 by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any
14 other similar provision under federal or state law, which provides:

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

18 **E. Permanent Injunction**

19 Plaintiff and the Settlement Class Members shall be permanently enjoined and forever
20 barred from prosecuting any and all Released Claims against the Released Parties.

21 **8. SETTLEMENT ADMINISTRATOR**

22 **A.** Plaintiff and Defendant, through their respective counsel, have selected Phoenix
23 Settlement Administrators to administer the Settlement, which includes but is not limited to
24 translating the Class Notice to Spanish, distributing and responding to inquiries about the Class
25 Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and
26 expenses of the Settlement Administrator, currently estimated to be \$8,950.00 will be paid from
27 the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less
28 than \$8,950.00 the difference between \$8,950.00 and the actual Settlement Administration Costs

1 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
2 \$8,950.00 then such excess will be paid solely from the Gross Settlement Amount and Defendant
3 will not be responsible for paying any additional funds in order to pay these additional costs.

4 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION**
5 **PROCESS**

6 **A. Notice to the Settlement Class Members**

7 (1) Within seven (7) calendar days after the Preliminary Approval Date,
8 Defendant's Counsel shall provide confidentially to the Settlement Administrator with the
9 following information for each Settlement Class Member: (1) name; (2) last known address(es)
10 currently in Defendant's possession, custody, or control; (3) last known telephone number(s)
11 currently in Defendant's possession, custody, or control; (4) last known Social Security
12 Number(s) in Defendant's possession, custody, or control; and (5) the dates of employment (*i.e.*,
13 hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class
14 Member ("Class List"). The Class List and the information in the Class List shall not be disclosed
15 to Class Counsel, and Class Counsel shall not request or accept any such information from the
16 Settlement Administrator without the express written consent of Defendant. The Settlement
17 Administrator shall perform an address search using the United States Postal Service National
18 Change of Address ("NCOA") database and update the addresses contained on the Class List with
19 the newly-found addresses, if any. Within seven (7) calendar days, or soon thereafter, of receiving
20 the Class List from Defendant, the Settlement Administrator shall mail the Class Notice in English
21 and Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most
22 current mailing address information available. The Settlement Administrator shall maintain the
23 Class List and digital copies of all the Settlement Administrator's records evidencing the giving
24 of notice to any Settlement Class Member, for at least four (4) years from the Final Approval
25 Date and shall not disclose the Class List or the information on the Class List to Class Counsel.

26 (2) The Class Notice will set forth:
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- 1 (a) the Settlement Class Member's estimated Individual
2 Settlement Payment and Individual PAGA Payment,
3 and the basis for each;
- 4 (b) the information required by California Rule of Court,
5 rule 3.766, subdivision (d);
- 6 (c) the material terms of the Settlement;
- 7 (d) the proposed Settlement Administration Costs;
- 8 (e) the definition of the Settlement Class;
- 9 (f) a statement that the Court has preliminarily approved
10 the Settlement;
- 11 (g) how the Settlement Class Member can obtain additional
12 information, including contact information for Class
13 Counsel;
- 14 (h) information regarding opt-out and objection
15 procedures;
- 16 (i) the date and location of the Final Approval Hearing; and
- 17 (j) that the Settlement Class Member must notify the
18 Settlement Administrator no later than the Response
19 Deadline if the Settlement Class Member disputes the
20 accuracy of the number of Workweeks as set forth on
21 his or her Class Notice ("Workweek Dispute"). If a
22 Settlement Class Member fails to timely dispute the
23 number of Workweeks attributed to him or her in
24 conformity with the instructions in the Class Notice,
25 then he or she shall be deemed to have waived any
26 objection to its accuracy and any claim to any additional
27 settlement payment based on different data.
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(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will promptly re-mail the Class Notice to the Settlement Class Member. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

(4) No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion and Objections received by the Settlement Administrator.

B. Objections

Only Participating Class Members may object to the Settlement. In order for any Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must do so by mailing a written objection to the Settlement Administrator at the address or phone number provided on the Class Notice no later than the Response Deadline. The Settlement Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendant's counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the Objection, along with whatever legal authority, if any, the Objector asserts in support of the Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member

1 will remain a member of the Settlement Class and if the Court approves this Agreement, the
2 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
3 the same extent as a Settlement Class Member who does not object. The date of mailing of the
4 Class Notice to the objecting Settlement Class Member shall be conclusively determined
5 according to the records of the Settlement Administrator. Settlement Class Members need not
6 object in writing to be heard at the Final Approval Hearing; they may object or comment in person
7 at the hearing at their own expense. Class Counsel and Defendant's Counsel may respond to any
8 objection lodged with the Court up to five (5) court days before the Final Approval Hearing.

9 **C. Requesting Exclusion**

10 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
11 Settlement by mailing a written request to be excluded from the Settlement ("Request for
12 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
13 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the Class
14 Member's Social Security Number; (3) the Class Member's signature; and (4) the following
15 statement: "Please exclude me from the Settlement Class in the *Davis v. Beeline Import and*
16 *Services, LLC, et al.* matter" or any statement of similar meaning standing for the proposition that
17 the Class member does not wish to participate in the Settlement. The Settlement Administrator
18 shall immediately provide copies of all Requests for Exclusion to Class Counsel and Defendant's
19 Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its
20 declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
21 Member who requests exclusion using this procedure will not be entitled to receive any payment
22 from the Settlement and will not be bound by the Settlement Agreement or have any right to
23 object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not
24 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
25 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any
26 Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A
27 Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a
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1 Settlement Class Member submits an Objection and a Request for Exclusion, the Request for
2 Exclusion will control and the Objection will be overruled. Settlement Class Members who
3 worked during the PAGA Period as Aggrieved Employees that submit a valid Request for
4 Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA
5 Payments, and will be bound by the release of the PAGA Released Claims.

6 Class Counsel represents and warrants that they do not currently represent any current or
7 former employees of Defendant or the Released Parties who intend to opt out of, object to or
8 otherwise not participate in this Settlement.

9 **D. Disputes Regarding Settlement Class Members' Workweek Data**

10 Each Settlement Class Member may dispute the number of Workweeks attributed to him
11 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
12 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
13 Response Deadline. The Settlement Administrator shall immediately provide copies of all
14 disputes to Class Counsel and counsel for Defendant and shall immediately attempt to resolve all
15 such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendant
16 and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the
17 dispute.

18 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA**
19 **PAYMENTS**

20 Individual Settlement Payments will be calculated and distributed to Participating Class
21 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
22 Members' respective number of Workweeks during the Class Period. Individual PAGA
23 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
24 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number
25 of Workweeks during the PAGA Period. Specific calculations of the Individual Settlement
26 Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

27 ///

1 **A.** The Settlement Administrator will determine the total number of Workweeks
2 worked by each Settlement Class Member during the Class Period (“Class Member’s
3 Workweeks”), as well as the aggregate number of Workweeks worked by all Settlement Class
4 Members during the Class Period (“Class Workweeks”). Additionally, the Settlement
5 Administrator will determine the total number of Workweeks worked by each Aggrieved
6 Employee during the PAGA Period (“Aggrieved Employee’s Workweeks”), as well as the
7 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
8 (“PAGA Workweeks”).

9 **B.** To determine each Settlement Class Member’s Individual Settlement Share, the
10 Settlement Administrator will use the following formula: Individual Settlement Share =
11 (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount.

12 **C.** To determine each Participating Class Member’s Participating Individual
13 Settlement Share, the Settlement Administrator will determine the aggregate number of
14 Workweeks worked by all Participating Class Members during the Class Period (“Participating
15 Class Workweeks”) and use the following formula: Individual Settlement Share =
16 (Participating Class Member’s Workweeks ÷ Participating Class Workweeks) × Net Settlement
17 Amount.

18 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
19 to Participating Class Members by way of check and is referred to as “Individual Settlement
20 Payment(s)”.

21 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
22 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
23 PAGA Payment = (Aggrieved Employee’s Workweeks ÷ PAGA Workweeks) x \$5,000.00 (the
24 “PAGA Payment”).

25 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid to
26 Participating Class Members and/or Aggrieved Employees by way of check. When a
27 Participating Class Member is also an Aggrieved Employee, one check may be issued that
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1 aggregates both the Individual Settlement Payment and the Individual PAGA Payment

2 **G.** The amounts paid under this Agreement do not represent a modification of any
3 previously credited hours of service under any employee benefit plan, policy or bonus program
4 sponsored by Defendant. Such amounts will not form the basis for additional contributions to,
5 benefits under, or any other monetary entitlement under, benefit plans (self-insured or not)
6 sponsored by Defendant's policies or bonus programs. Any payments made under the terms of
7 this Settlement shall not be applied retroactively, currently, or on a going forward basis as
8 salary, earnings, wages, or any other form of compensation for the purposes of Defendant's
9 benefit plan, policy or bonus program. Defendant retains the right to modify the language of
10 its benefit plans, policies, and bonus programs to effect this intent and to make clear that any
11 amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of
12 service," or any similar measuring term as defined by applicable plans, policies, and bonus
13 programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that
14 additional contributions or benefits are not required by this Settlement.

15 **11. DISTRIBUTION OF PAYMENTS**

16 **A. Distribution of Individual Settlement Payments**

17 Participating Class Members will receive an Individual Settlement Payment and
18 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
19 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
20 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
21 calendar days after expiration of the 180-day period, checks for such payments shall be canceled
22 and funds associated with such checks shall be considered unpaid, unclaimed or abandoned
23 cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid
24 Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall
25 be transmitted to Court Appointed Special Advocates for Children of San Bernardino
26 County. The Settlement Administrator shall prepare a report regarding the distribution plan
27 pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court
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1 by Class Counsel along with a proposed amended judgment that is consistent with the
2 provisions of Code of Civil Procedure section 384.

3 **B. Funding of Settlement**

4 Defendant shall, within seven (7) calendar days of Final Approval Date, make payment
5 of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 17 of this
6 Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal Revenue
7 Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”)
8 with an FDIC insured banking institution, for distribution in accordance with this Agreement and
9 the Court’s Orders and subject to the conditions described herein.

10 **C. Time for Distribution**

11 Within seven (7) calendar days after payment of the full Gross Settlement Amount and
12 Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator
13 shall distribute Payments from the QSA for: (1) the Service Award to Plaintiff as specified in this
14 Agreement and approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid to
15 Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement
16 Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA
17 Payment, as specified in this Agreement and approved by the Court; and (5) Individual PAGA
18 Payments as specified in this Agreement and approved by the Court. The balance remaining shall
19 constitute the Net Settlement Amount from which Individual Settlement Payments shall be made
20 to Participating Class Members, less applicable taxes and withholdings. All interest accrued shall
21 be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating Class
22 Members based on the number of Workweeks worked by them in the Class Period.

23 **12. ATTORNEYS’ FEES AND LITIGATION COSTS**

24 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys’ fees
25 of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 17
26 of this Agreement, amounts to Two Hundred Twenty-Two Thousand, Two Hundred Fifty Dollars
27 and Zero Cents (\$222,250.00). Class Counsel shall further apply for, and Defendant shall not
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1 oppose, an application or motion by Class Counsel for reimbursement of actual costs associated
2 with Class Counsel's prosecution of this matter as set forth by declaration testimony in an amount
3 up to Fifty Thousand Dollars and Zero Cents (\$50,000.00). Awards of attorneys' fees and costs
4 shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs
5 necessary to prosecute, settle, and obtain Final Approval of the settlement in Action. The "future"
6 aspect of the amounts stated herein includes, without limitation, all time and expenses expended
7 by Class Counsel (including any appeals therein). There will be no additional charge of any kind
8 to either the Settlement Class Members or request for additional consideration from Defendant
9 for such work unless, Defendant materially breach this Agreement, including any term regarding
10 funding, and further efforts are necessary from Class Counsel to remedy said breach, including,
11 without limitation, moving the Court to enforce the Agreement. Should the Court approve
12 attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts
13 provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14 **13. SERVICE AWARD TO PLAINTIFF**

15 Named Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an amount
16 not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for
17 participation in and assistance with the Action. Any Service Award awarded to Plaintiff shall be
18 paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court
19 approves the Service Award to Plaintiff in less than the amounts sought herein, then the
20 unapproved portion(s) shall be a part of the Net Settlement Amount.

21 **14. TAXATION AND ALLOCATION**

22 a. Each Individual Settlement Share shall be allocated as follows: 60% as wages (to
23 be reported on an IRS Form W2); and 40% as interest and penalties (to be reported on an IRS
24 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
25 agree that the employees' share of taxes and withholdings with respect to the wage-portion of the
26 Individual Settlement Share will be withheld from the Individual Settlement Share in order to
27 yield the Individual Settlement Payment. The amount of federal income tax withholding will be
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1 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
2 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
3 be made pursuant to applicable state and/or local withholding codes or regulations.

4 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
5 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
6 “Code”) and consistent with this Agreement. If the Code, the regulations promulgated thereunder,
7 or other applicable tax law, is changed after the date of this Agreement, the processes set forth in
8 this Section may be modified in a manner to bring Defendant into compliance with any such
9 changes.

10 c. All Employer Taxes shall be paid by Defendant separate, apart, and in addition to
11 the Gross Settlement Amount. Defendant shall remain liable to pay the employer’s share of
12 payroll taxes as described above.

13 d. Neither Counsel for Plaintiff nor Defendant intend anything contained in this
14 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
15 be relied upon as such within the meaning of United States Treasury Department Circular 230
16 (31 C.F.R. Part 10, as amended) or otherwise.

17 **15. PRIVATE ATTORNEYS’ GENERAL ACT ALLOCATION**

18 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of
19 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five
20 percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA and
21 twenty-five percent (25%) (\$5,000.00) will be distributed to Aggrieved Employees on a *pro rata*
22 basis based upon their respective Workweeks worked as Aggrieved Employees during the PAGA
23 Period.

24 **16. COURT APPROVAL**

25 This Agreement is contingent upon an order by the Court granting Final Approval of the
26 Settlement, and that the LWDA does not intervene and object to the Settlement. If the Settlement
27 is not approved by the Court and the LWDA, the Parties shall be restored to their respective
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positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

17. INCREASE IN WORKWEEKS

The Gross Settlement Amount is based on 15,293 Workweeks worked by Class Members during the Class Period. If the number of Workweeks worked by Class Members during the Class Period increases by more than 10%, or 1,529 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 16,822 Workweeks (15,293 Workweeks + 1,529 Workweeks) multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$635,000.00) by 15,293, which amounts to a Workweek Value of \$41.52. Thus, for example, should there be 17,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$7,390.56. ((17,000 Workweeks – 16,822 Workweeks) x \$41.52 per Workweek.)

18. NOTICE OF JUDGMENT

In addition to any duties set out herein, the Settlement Administrator shall provide notice of the Final Judgment entered in the Action by posting the same on its website for a period of no less than four (4) years.

19. WITHDRAWAL FROM SETTLEMENT BASED ON REQUESTS FOR EXCLUSION

Defendant shall retain the right to nullify the Agreement in the event that more than 10 Class Members submit timely and valid Requests for Exclusion. Defendant must provide written notice to Class Counsel of their withdrawal within ten (10) calendar days of receiving

1 sufficient information. If Defendant exercises this right, it shall be solely responsible for the
2 costs incurred for settlement administration up to the date of nullification.

3 **20. RETURN OF DEFENDANT'S INFORMATION**

4 Within ten (10) days after the Court closes the Action, Plaintiff and Class Counsel agree
5 to return all records and information produced by Defendant in informal discovery, or, in the
6 alternative, to destroy all such records and information, and to provide written certification of
7 their compliance with this provision, under penalty of perjury, including that they no longer
8 have possession, custody or control of any such information.

9 **21. NO PUBLICITY**

10 Plaintiff and Class Counsel agree that they shall not discuss, answer questions about,
11 promote, or publicize the Settlement, this Agreement and its terms, or the negotiations leading
12 to this Agreement with anyone other than the Court or those individuals necessary to effectuate
13 the terms of the Agreement. Notwithstanding this provision, Class Counsel is permitted to
14 disclose the terms of this Agreement to the extent necessary when responding to inquiries by
15 Settlement Class Members.

16 Plaintiff and Class Counsel further agree that the terms of this Agreement, the
17 negotiations leading to the execution of this Agreement, and this Agreement itself shall not at
18 any time, both prior to and after Final Approval, be discussed with or publicized or promoted
19 to the media (including without limitation, any newspapers, magazines, radio programs, social
20 media, or Internet news sites or blogs), legal community (including, without limitation, legal
21 periodicals and publications, or the public at large), or anyone else without the advance written
22 consent of Defendant. This prohibition includes, but is not limited to: (a) publications on any
23 website of the amount or terms of the Settlement, with or without identifying information; and
24 (b) the submission of information to any publication that summarizes the results of verdicts and
25 settlements. The Parties intend this Section to prohibit Plaintiffs and Class Counsel from
26 discussing, answering questions about, promoting or publicizing the Settlement, this Agreement
27 and its terms, or the negotiations leading to this Agreement with anyone other than the Court,
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1 Settlement Class Members, Aggrieved Employees, or LWDA, as outlined above, or those
2 individuals necessary to effectuate the terms of this Agreement.

3 **22. MISCELLANEOUS PROVISIONS**

4 **A. Interpretation of the Agreement**

5 This Agreement constitutes the entire agreement between the Parties with respect to its
6 subject matter. Except as expressly provided herein, this Agreement has not been executed in
7 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
8 written representations or terms shall modify, vary or contradict its terms. In entering into this
9 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
10 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
11 enforced under the laws of the State of California, both in its procedural and substantive aspects,
12 without regard to its conflict of law provisions. Any claim arising out of or relating to the
13 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
14 Court of the State of California for the County of San Bernardino, and Plaintiff and Defendant
15 hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection
16 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties, and
17 each of them, participated in the negotiation and drafting of this Agreement and had available to
18 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant
19 may claim that any ambiguity in this Agreement should be construed against the other. The
20 Agreement may be modified only by a writing signed by counsel for the Parties and approved by
21 the Court.

22 **B. Further Cooperation**

23 The Parties and their respective attorneys shall proceed diligently to prepare and execute
24 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
25 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
26 will not take any action inconsistent with this Agreement, including, without limitation,
27 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
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1 Party has taken actions inconsistent with the Settlement, including, without limitation,
2 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
3 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
4 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
5 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
6 opt-outs and/or objections.

7 **C. Enforcement**

8 In the event that one or more of the Parties to this Agreement institutes any legal action
9 or other proceeding against any other party or parties to enforce the provisions of this Resolution
10 or to declare rights and/or obligations under this Agreement, the successful party or parties shall
11 be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs
12 incurred in connection with any enforcement actions.

13 **D. Other Actions Enjoined**

14 Defendant shall have the right to request that a Court of competent jurisdiction enter an
15 order that, pending Final Approval, Settlement Class Members who do not opt out of the
16 Settlement are barred from instituting or prosecuting any claims or actions against Defendant
17 which falls within the scope of the release or Settlement herein and that any pending actions
18 against the Defendant, whether in court or otherwise, are stayed on an interim basis.

19 **E. Counterparts**

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

23 **F. Authority**

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

26 **G. No Third-Party Beneficiaries**

27 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
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Class Counsel, the named Defendants and the Released Parties are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

H. Deadlines Falling on Weekends or Holidays.

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

I. Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

J. Severability

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

IT IS SO AGREED:

Dated: Oct 4, 2022, 2022


Carrie Davis (Oct 4, 2022 20:24 PDT)
CARRIE DAVIS
Plaintiff and Class Representative

Dated: _____, 2022

BEELINE IMPORT AND SERVICES, LLC
Defendant

By: _____

Its: _____

1 Class Counsel, the named Defendants and the Released Parties are direct beneficiaries of this
2 Agreement, but there are no third-party beneficiaries.

3 **H. Deadlines Falling on Weekends or Holidays.**

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

6 **I. Jurisdiction of the Court**

7 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
8 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
9 this Settlement Agreement and all orders and judgments entered in connection therewith, and the
10 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,
11 implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders
12 and judgments entered in connection therewith.

13 **J. Severability**

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

19 **IT IS SO AGREED:**

20 Dated: _____, 2022

21 CARRIE DAVIS
22 Plaintiff and Class Representative

23
24 Dated: Oct. 5, 2022

25 a aln
26 BEELINE IMPORT AND SERVICES, LLC
27 Defendant

27 By: Annette Allocca

28 Its: Vice President - HR NA

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AGREED AS TO FORM:

Dated: October 6, 2022

David D. Bibiyan
DAVID D. BIBIYAN
STEVEN I. AZIZI
Counsel for Plaintiff CARRIE DAVIS

Dated: _____, 2022

MARK J. PAYNE
AARON M. ROTHROCK
**Counsel for Defendant BEELINE IMPORT
AND SERVICES, LLC**

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AGREED AS TO FORM:

Dated: _____, 2022

DAVID D. BIBIYAN
STEVEN I. AZIZI
Counsel for Plaintiff CARRIE DAVIS

Dated: October 6, 2022



MARK J. PAYNE
AARON M. ROTHROCK
**Counsel for Defendant BEELINE IMPORT
AND SERVICES, LLC**