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7 TORRES, on behalf of herself and all others similarly
situated

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14 EDS DISTRIBUTION SERVICES LLC

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

18 AURORA RIOS aka JOSEFINA AISPURO
TORRES, on behalf of herself and all others
19 similarly situated,

20 Plaintiffs,

21 v.

22 EDS DISTRIBUTION SERVICES LLC, a
New Jersey limited liability company; and
23 DOES 1 through 50, Inclusive

24 Defendants.

CASE NO.: BC 617 069

[Assigned for all purposes to the Hon.
Carolyn B. Kuhl - Dept. 12]

**JOINT STIPULATION FOR CLASS
ACTION SETTLEMENT**

1 TO THE COURT:

2 This Joint Stipulation of Class Action Settlement ("Settlement Agreement") is made and
3 entered into by and between Aurora Rios aka Josefina Aispuro Torres ("Plaintiff"), individually
4 and on behalf of all others similarly situated, and EDS Distribution Services LLC
5 ("Defendant") (collectively, the "Parties"), and is subject to the terms and conditions below,
6 and to the Court's approval. The Parties expressly acknowledge that this Settlement Agreement
7 is entered into solely for the purpose of compromising significantly disputed claims and that
8 nothing in this Settlement Agreement is an admission of liability or wrongdoing by Defendant.
9 If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and
10 the Parties will be returned to their respective positions immediately prior to and as if they had
11 never executed this Settlement Agreement as more fully set forth below.

12 DEFINITIONS

13 The following definitions are applicable to this Settlement Agreement. Definitions
14 contained elsewhere in this Settlement Agreement will also be effective:

15 1. "Action" means *Aurora Rios aka Josefina Aispuro Torres v. EDS Distribution*
16 *Services LLC, et al.*, Los Angeles County Superior Court Case No. BC617069.

17 2. "Claims Administrator" means Simpluris, Inc. or any other third-party class
18 action settlement claims administrator agreed to by the Parties and approved by the Court for
19 the purposes of administering this Settlement. The Parties each represent that they do not have
20 any financial interest in the Claims Administrator or otherwise have a relationship with the
21 Claims Administrator that could create a conflict of interest.

22 3. "Claims Administration Expenses" means the costs payable to the Claims
23 Administrator for administering this Settlement, including, but not limited to, printing,
24 translating into Spanish, distributing (including with appropriate postage), and tracking
25 documents for this Settlement in English and Spanish, any searches to locate any Class
26 Members, tax reporting, distributing the Individual Settlement Payments, Class
27 Representative's Enhancement Payment, Class Counsel Fees and Costs, and providing
28 necessary certification of completion of notice, reports and declarations, establishing and

1 administering a qualified settlement fund account and other responsibilities set forth in this
2 Settlement Agreement and as requested by the Parties. The Claims Administration Expenses
3 are currently estimated to be not more than eight thousand dollars (\$8,000.00).

4 4. "Class Counsel" means Michael Nourmand and James A. DeSario of The
5 Nourmand Law Firm, APC.

6 5. "Class Counsel Fees and Costs" means attorneys' fees, costs, and expenses
7 approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs
8 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs
9 associated with documenting the Settlement, providing any notices required as part of the
10 Settlement or Court order, securing the Court's approval of the Settlement, administering the
11 Settlement, and obtaining entry of the Judgment terminating the Action. Class Counsel will
12 request attorneys' fees of not to exceed 33.33% of the Gross Settlement Amount or One
13 Hundred Eleven Thousand Six Hundred Sixty-Six Dollars (\$111,666.00) and litigation costs
14 and expenses not to exceed Fifteen Thousand Dollars (\$15,000). Defendant has agreed not to
15 oppose Class Counsel's request for Class Counsel Fees and Costs.

16 6. "Class List" means a complete list of all Class Members that Defendant will
17 diligently and in good faith compile from its records and provide to the Claims Administrator
18 within seven (7) calendar days after the Court's entry of an order granting preliminary approval
19 of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include
20 each Class Member's full name; most recent mailing address and telephone number; dates of
21 employment or number of workweeks worked during the Class Period; and Social Security
22 number.

23 7. "Class Member(s)" or "Settlement Class" means Plaintiff and all current and
24 former hourly non-exempt employees of Defendant within California at any time during the
25 Class Period. The class size will not exceed 311 individuals.

26 8. "Class Period" means the period from April 14, 2012 to May 9, 2017.

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1 9. “Class Representative Enhancement Payment” means the amount to be paid from
2 the Gross Settlement Amount to the named Plaintiff in exchange for executing a general release
3 and in recognition of her efforts in prosecuting the Action on behalf of Class Members.
4 Plaintiff will request and Defendant will not oppose Plaintiff’s application to the court for a
5 payment of Five Thousand Dollars (\$5,000) for her willingness to serve as Class
6 Representative.

7 10. “Court” means the Los Angeles County Superior Court, or any other court taking
8 jurisdiction of the Action.

9 11. “Effective Date” means the date when the Final Approval Order becomes final.
10 For purposes of this Paragraph, the Final Approval Order “becomes final” upon the last to occur
11 of the following: (a) if there are no objections to the Settlement, the date the Court enters an
12 order granting final approval of the Settlement; or (b) if there are objections to the Settlement,
13 and if an appeal, review, or writ is not sought from the Final Approval Order, the day after the
14 time period to appeal the Settlement has expired, i.e., 60 days from the date the Court enters an
15 order granting final approval of the Settlement.

16 12. “Gross Settlement Amount” means the maximum settlement amount of Three
17 Hundred Thirty-Five Thousand Dollars (\$335,000.00) (“Gross Settlement Amount”), which has
18 been and/or will be paid by Defendant in full satisfaction of all claims arising from the Action
19 and as consideration of a full and final release as set forth below. The Gross Settlement
20 Amount includes all Individual Settlement Payments to Participating Class Members, the Class
21 Representative Enhancement Payment, Claims Administration Expenses, Class Counsel Fees
22 and Cost, and PAGA penalties in the amount of Five Thousand Dollars (\$5,000) of which 75%
23 or Three Thousand Seven Hundred Fifty Dollars (\$3,750) will be paid to the Labor Workforce
24 Development Agency (“LWDA”) and 25% or One Thousand Two Hundred and Fifty Dollars
25 (\$1,250) to Participating Class Members. Defendant will pay the employer's share of payroll
26 taxes in addition to the Gross Settlement Amount.

1 13. “Individual Settlement Payment” means each Participating Class Member’s
2 share of the Net Settlement Amount, to be distributed to Plaintiff and Class Members who do
3 not request exclusion from the settlement.

4 14. “Net Settlement Amount” means the maximum amount available for distribution
5 to the Class Members, after deduction of Class Counsel Fees and Costs, Class Representative
6 Enhancement Payment, Claims Administration Expenses, and \$5,000 as PAGA penalties.

7 15. “Notice of Objection” means a Class Member’s valid and timely written
8 objection to the Settlement Agreement. For the objection to be valid, it must include: (i) the
9 objector’s full name, signature, address, and telephone number; (ii) a written statement of all
10 grounds for the objection accompanied by any legal support for such objection; (iii) copies of
11 any papers, briefs, or other documents upon which the objection is based; and (iv) a list of all
12 persons who will be called to testify in support of the objection. The Parties will be permitted
13 to respond in writing to such objections at least seven (7) calendar days prior to the final
14 approval hearing or within the time period set by the Court. Any member of the Settlement
15 Class who does not submit a timely written objection to the Settlement will be deemed to have
16 waived any objections and will be foreclosed from making any objection to the Settlement,
17 including by appealing the order granting Final Approval.

18 16. “Notice Packet” means the Notice of Class Action Settlement, substantially in
19 the form attached as Exhibit A.

20 17. “Participating Class Members” means all Class Members who do not submit
21 valid Requests for Exclusion.

22 18. “Preliminary Approval” means the Court order granting preliminary approval of
23 the Settlement Agreement.

24 19. “Released Claims” means wage and hour claims under the California Labor
25 Code or applicable wage order(s) and causes of action, arising from or related to the facts and
26 circumstances pled in Plaintiff’s operative complaint (“Complaint”), or causes of action that
27 could have been pled in the Complaint based on the factual allegations pled in the Complaint,
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1 including but not limited to causes of action for allegedly unpaid minimum and overtime
2 wages, failure to provide compliant meal breaks, failure to provide compliant rest breaks,
3 inaccurate wage statements, and failure to pay all wages owed upon termination of employment
4 under the California Labor Code, or applicable wage order(s), unfair competition claims under
5 California Business & Professions Code § 17200, *et seq.* based on labor code violations alleged
6 in the Complaint, civil penalties pursuant to California Labor Code § 2699, *et seq.* based on the
7 labor code violations alleged in the Complaint, and any damages, penalties, restitution,
8 disgorgement, interest, costs, or attorneys' fees. This release will cover all Class Members who
9 do not timely opt out as set forth in Paragraph 38.

10 20. "Released Parties" means Defendant and Defendant's former and present
11 parents, subsidiaries and affiliated companies and entities and their respective current, former
12 and future owners, officers, directors, members, managers, employees, consultants, partners,
13 affiliates, subsidiaries, shareholders, attorneys, insurers, joint venturers and agents, any
14 successors, assigns, or legal representatives and any individual or entity who or which could be
15 jointly liable with Defendant and all persons or entities acting by, through under or in concert
16 with any of them.

17 21. "Request for Exclusion" means a timely letter submitted by a Class Member
18 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)
19 set forth the name, address, telephone number and last four digits of the Social Security
20 Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be
21 returned by mail to the Claims Administrator at the specified address indicated in the Notice
22 Packet; (d) clearly state that the Class Member does not wish to be included in the Settlement;
23 and (e) be faxed or postmarked on or before the Response Deadline.

24 22. "Response Deadline" means the deadline by which Class Members must fax or
25 postmark to the Claims Administrator a valid Request for Exclusion or submit objections to the
26 Settlement. The Response Deadline will be forty-five (45) calendar days from the initial
27 mailing of the Notice Packet by the Claims Administrator. The Response Deadline for Request
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1 for Exclusion and objections will be extended fifteen (15) calendar days for any Class Member
2 who is re-mailed a Notice Packet by the Claims Administrator in accordance with the notice
3 procedure described in Paragraphs 34 through 37 of this Settlement Agreement. The Response
4 Deadline may also be extended by express agreement between Class Counsel and Defendant.

5 TERMS OF AGREEMENT

6 Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as follows:

7 23. Impact of Any Court Determination Not to Enter Final Approval Order. In the
8 event that the Court does not enter a Final Approval Order and this Settlement Agreement does
9 not become effective, the following will occur:

- 10 a. on the date final approval is denied, the status of the Action will be
11 deemed to return to its status at the time immediately prior to and as if the
12 Parties had never executed this Settlement Agreement;
13 b. To the extent required by any court or otherwise necessary, Plaintiff will
14 take all necessary steps to give effect to subparagraph a. above.; and
15 c. Defendant will pay the Claims Administrator for any costs incurred.

16 24. Settlement Funding. Within seven (7) calendar days of the Effective Date,
17 Defendant will make a one-time deposit of the Gross Settlement Amount and its share of
18 employer's share of payroll taxes (referred to as the "Settlement Fund Deposit Amount") into a
19 Qualified Settlement Account from which the Claims Administrator will have authority to
20 distribute money in accordance with the terms of this Settlement Agreement.

21 25. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any
22 application or motion by Class Counsel for Class Counsel Fees for the amount not to exceed
23 One Hundred Eleven Thousand Six Hundred Sixty-Six Dollars (\$111,666.00), plus the
24 reimbursement of costs and expenses associated with Class Counsel's litigation and settlement
25 of the Action, not to exceed Fifteen Thousand Dollars (\$15,000). In consideration of their
26 awarded attorneys' fees and costs and expenses, Plaintiff and Class Counsel waive any and all
27 claims to any further attorneys' fees and expenses in connection with the Action.

1 26. Class Representative Enhancement Payment. In exchange for named Plaintiff
2 executing a general release, and in recognition of her effort in prosecuting the Action on behalf
3 of Class Members, Defendant agrees not to oppose or impede any application or motion for a
4 Class Representative Enhancement Payment of Five Thousand Dollars (\$5,000). The Class
5 Representative Enhancement Payment, which will be paid from the Gross Settlement Amount,
6 will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement.
7 Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the
8 payment made pursuant to this paragraph.

9 27. Claims Administration Expenses. The Claims Administrator will be paid for the
10 reasonable fees and costs of administration of the Settlement, which are estimated no to exceed
11 eight thousand dollars (\$8,000.00). These will include, *inter alia*, fees and costs payable to the
12 Claims Administrator for printing, translating into Spanish, distributing (including with
13 appropriate postage), and tracking documents for this Settlement in English and Spanish, any
14 searches to locate any Class Members, calculating estimated amounts per Class Member, tax
15 reporting, distributing the Individual Settlement Payments, Class Representative Enhancement
16 Payment, Class Counsel Fees and Costs, payment to LWDA for PAGA penalties, and providing
17 necessary certification of completion of notice, reports and declarations, establishing and
18 administering a qualified settlement fund account, required tax reporting on the Individual
19 Settlement Payments, the issuing of 1099 and W-2 IRS forms and other responsibilities as
20 requested by the Parties.

21 28. Net Settlement Amount. The Net Settlement Amount will be used to satisfy
22 Individual Settlement Payments to Participating Class Members from the Settlement Class in
23 accordance with the terms of this Agreement.

24 29. Individual Settlement Payment Calculations. Defendant will provide the Claims
25 Administrator with the total number of compensable workweeks for each Class Member. The
26 Claims Administrator will divide the Net Settlement Amount by the total number of
27 compensable workweeks ("Work Week Rate Amount") and then multiply this amount by each
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1 Class Member's total number of compensable workweeks to yield that employee's Net
2 Settlement Payment.

3
4 NET
5 SETTLEMENT
6 AMOUNT X

Participating
Class Member's
Compensable
Workweeks

7 Total number of
8 Compensable
9 Workweeks for
10 all
11 Class Members

12 30. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
13 Participating Class Members under this Agreement, as well as any other payments made
14 pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits
15 under any benefit plans to which any Class Members may be eligible, including, but not limited
16 to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick
17 leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this
18 Settlement Agreement will not affect any rights, contributions, or amounts to which any Class
19 Members may be entitled under any benefit plans.

20 31. Claims Administration Process. The Parties agree to cooperate in the
21 administration of the settlement and to make all reasonable efforts to control and minimize the
22 costs and expenses incurred in administration of the Settlement.

23 32. Delivery of the Class List. Within seven (7) calendar days of Preliminary
24 Approval, Defendant will provide the Class List to the Claims Administrator.

25 33. Notice by First-Class U.S. Mail. Within five (5) calendar days after receiving
26 the Class List from Defendant, the Claims Administrator will mail a Notice Packet to all Class
27 Members via regular First-Class U.S. Mail.

28 34. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
Claims Administrator will perform a search based on the National Change of Address Database
for information to update and correct for any known or identifiable address changes. Any

1 Notice Packets returned to the Claims Administrator as non-deliverable on or before the
2 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
3 address, and the Claims Administrator will indicate the date of such re-mailing on the Notice
4 Packet. If no forwarding address is provided, the Claims Administrator will promptly attempt
5 to determine the correct address using a skip-trace, or other search using the name, address
6 and/or Social Security number of the Class Member involved, and will then perform a single re-
7 mailing. Those Class Members who receive a re-mailed Notice Packet will have between the
8 latter of (i) an additional fifteen calendar (15) days or (ii) the Response Deadline to fax or
9 postmark a Request for Exclusion or submit an objection to the Settlement.

10 35. Notice Packet. All Class Members will be mailed a Notice Packet. Each Notice
11 Packet will provide: (1) information regarding the nature of the Action, (2) a summary of the
12 Settlement's principal terms, (3) the Settlement Class definition, (4) each Class Member's
13 number of compensable workweeks worked during the Class Period, (5) each Class Member's
14 estimated Individual Settlement Payment; (6) the dates which comprise the Class Period, (7)
15 instructions on how to submit valid Requests for Exclusion or objections, (8) the deadlines by
16 which the Class Member must fax or postmark Request for Exclusions or submit objections to
17 the Settlement, and (9) the claims to be released, as set forth in this Settlement Agreement.

18 36. Request for Exclusion Procedures. Any Class Member wishing to opt out from
19 the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the
20 Claims Administrator within the Response Deadline. The date of the fax or postmark on the
21 return mailing envelope will be the exclusive means to determine whether a Request for
22 Exclusion has been timely submitted.

23 37. Defective Submissions. If a Class Member's Request for Exclusion is defective
24 as to the requirements listed in this Settlement Agreement, that Class Member will be given an
25 opportunity to cure the defect(s). The Claims Administrator will mail the Class Member a cure
26 letter within three (3) calendar days of receiving the defective submission to advise the Class
27 Member that his or her submission is defective and that the defect must be cured to render the
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1 Request for Exclusion valid. The Class Member will have until the later of (i) Response
2 Deadline or (ii) fifteen (15) calendar days from the date of the cure letter to fax or postmark a
3 revised Request for Exclusion.

4 38. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
5 Member who does not affirmatively opt out of the Settlement Agreement by submitting a
6 timely and valid Request for Exclusion will be bound by all of its terms, including those
7 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if
8 it grants final approval to the Settlement.

9 39. Increase in Class Size. The class size is approximately 311. However, if the
10 class size increases, then Plaintiff has the option of rescinding the settlement or the Net
11 Settlement Amount will be increased by the proportionate share of the increase in class size.

12 40. Objection Procedures. To object to the Settlement Agreement, a Class Member
13 may not submit a Request for Exclusion and must mail a valid Notice of Objection to the
14 Claims Administrator before the Response Deadline. The Claims Administrator will notify
15 counsel for the Parties forthwith via email. Class Counsel will lodge the objection with the
16 Court. The Notice of Objection must be signed by the Class Member and contain all
17 information required by this Settlement Agreement. The postmark date of the mailing will be
18 deemed the exclusive means for determining that the Notice of Objection is timely. Class
19 Members who fail to object in the manner specified above will be deemed to have waived all
20 objections to the Settlement and will be foreclosed from making any objections, whether by
21 appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their
22 counsel seek to solicit or otherwise encourage Class Members to submit written objections to
23 the Settlement Agreement or appeal from the Final Approval Order and Judgment.

24 41. Certification Reports Regarding Individual Settlement Payment Calculations.
25 The Claims Administrator will provide Defendant's counsel and Class Counsel a weekly report
26 which certifies: (i) the number of Class Members who have submitted valid Request for
27 Exclusion and objections; and (ii) the number of any deficient Request for Exclusion.
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1 Additionally, the Claims Administrator will provide to counsel for both Parties any updated
2 reports regarding the administration of the Settlement Agreement as needed or requested.

3 42. Timing of Distribution of Individual Settlement Payments. Within three (3)
4 calendar days of Defendant depositing the funds as set forth above, the Claims Administrator
5 will issue payments to (1) Participating Class Members; (2) Plaintiff; (3) Class Counsel; and
6 payment to LWDA. The Claims Administrator will also issue a payment to itself for Court-
7 approved services performed in connection with the settlement.

8 43. Uncashed or Undeliverable Settlement Checks. Individual settlement checks
9 paid to Class Members will be valid for 180 days. After 180 days, proceeds from any uncashed
10 checks shall be distributed pursuant to CCP Section 384 as follows: (A) 25% to the State
11 Treasury for deposit in the Trial Court Improvement and Modernization Fund, established in
12 Section 77209 of the Government Code, and subject to appropriation in the annual Budget Act
13 for the Judicial Council to provide grants to trial courts for new or expanded collaborative
14 courts or grants for Sargent Shriver Civil Counsel; (B) 25% to the State Treasury for deposit
15 into the Equal Access Fund of the Judicial Branch, to be distributed in accordance with Sections
16 6216 to 6223, inclusive, of the Business Professions Code, except that administrative costs shall
17 not be paid to the State Bar or the Judicial Council from this sum; and (C) Fifty percent to a
18 non-profit organization to support projects that will benefit the class, further the objectives and
19 purposes of the underlying class action or promote the law consistent with the objectives and
20 purposes of the underlying class action; child advocacy programs; or non-profit organizations
21 providing civil legal services to the indigent. The Parties have agreed that fifty percent of the
22 proceeds from any uncashed checks will be paid to the Legal Aid at Work. Additionally, any
23 tax forms issued to Class Member in connection with the proceeds from any uncashed checks
24 will be withdrawn and voided by the Claims Administrator, with all applicable employer
25 payroll taxes refunded to Defendant within fourteen (14) calendar days of the expiration of the
26 180 days after issuance of the uncashed checks.

1 44. Certification of Completion. Upon completion of administration of the
2 Settlement, the Claims Administrator will provide a written declaration under oath to certify
3 such completion to the Court and counsel for all Parties.

4 45. Treatment of Individual Settlement Payments. All Individual Settlement
5 Payments will be allocated as follows: 33% of each Individual Settlement Payment will be
6 allocated for the settlement of wage claims and the remaining 67% will be allocated to the
7 settlement of claims for interest and statutory penalties. The portion allocated to wages in each
8 Individual Settlement Payment will be reported on an IRS Form W-2 and the portion allocated
9 to interest and penalties will be reported on an IRS Form-1099 by the Claims Administrator.

10 46. Administration of Taxes by the Claims Administrator. The Claims
11 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and
12 Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts
13 paid pursuant to this Settlement Agreement. The Claims Administrator will also be responsible
14 for forwarding all payroll taxes and other legally required withholdings to the appropriate
15 government authorities.

16 47. Defendant's Responsibility for Employer Taxes: For any portion of the Class
17 Members' Individual Settlement Payments that are designated as "wages" for purposes of tax
18 reporting, the employer's taxes, employer contributions of all federal, state, and local taxes
19 (including, but not limited to, FICA, FUTA, and SDI), will be paid in addition to the Gross
20 Settlement Amount.

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

18 49. No Prior Assignments. The Parties and their counsel represent, covenant, and
19 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
20 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
21 demand, action, cause of action or right released and discharged in this Settlement Agreement.

22 50. Release of Claims by Class Members. Upon the date the Court enters an order
23 granting final approval of the Settlement, all Class Members who do not timely submit a valid
24 Request for Exclusion do and will be deemed to have fully, finally and forever released, settled,
25 compromised, relinquished and discharged any and all of the Released Parties of and from any
26 and all Released Claims accruing during the Class Period.
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1 51. Release by Plaintiff. Upon the date the Court enters an order granting final
2 approval of the settlement, in addition to the claims being released by all Class Members,
3 Plaintiff will provide the following additional general release ("General Release") : Plaintiff,
4 on her own behalf and on behalf of her heirs, spouses, executors, administrators, attorneys,
5 agents and assigns, fully and finally releases the Released Parties from all claims, demands,
6 rights, liabilities and causes of action of every nature and description whatsoever, known or
7 unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of
8 any state or federal statute, rule or regulation arising out of, relating to, or in connection with
9 any act or omission by or on the part of any of the Released Parties committed or omitted prior
10 to the execution of this Agreement. This General Release includes any unknown claims
11 Plaintiff does not know or suspect to exist in her favor at the time of this General Release,
12 which, if known by them, might have affected her settlement with, and release of, the Released
13 Parties or might have affected her decision not to object to this Settlement or this Release. To
14 the extent the foregoing releases are releases to which Section 1542 of the California Civil
15 Code or similar provisions of other applicable law may apply, Plaintiff expressly waive any and
16 all rights and benefits conferred upon them by the provisions of Section 1542 of the California
17 Civil Code or similar provisions of applicable law which are as follows:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
19 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
20 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
21 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
22 OR HER SETTLEMENT WITH THE DEBTOR.

23 The significance of this release and waiver of Civil Code Section 1542 has been explained to
24 Plaintiff by her counsel. Release by Plaintiff expressly excludes any claims for workers
25 compensation against Defendant, or any other claim not waivable by law.
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1 52. Release by Defendant. As consideration for the releases given and promises
2 made by Plaintiff, Defendant releases, discharges, satisfies and cancels all claims, actions,
3 causes of action and liabilities of any kind against Plaintiff, her heirs, spouses, executors,
4 administrators, attorneys, agents and assigns, of which Defendant is aware as of the date
5 Defendant executes this Settlement Agreement and arising out of or related to Plaintiff's
6 employment by Defendant.

7 53. Nullification of Settlement Agreement. In the event that: (i) the Court does not
8 finally approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement
9 does not become final for any other reason, then this Settlement Agreement and any documents
10 generated to bring it into effect will be null and void. Any order or judgment entered by the
11 Court in furtherance of this Settlement Agreement will likewise be treated as void from the
12 beginning.

13 54. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
14 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
15 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes
16 only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date
17 for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will
18 provide for the Notice Packet to be sent to all Class Members as specified in this Settlement
19 Agreement. In conjunction with the Preliminary Approval motion, Plaintiff will submit this
20 Settlement Agreement, which sets forth the terms of this Settlement and will include the
21 proposed Notice Packet.

22 55. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
23 the deadlines to fax or postmark Request for Exclusion or submit objections to the Settlement
24 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
25 be conducted to determine the Final Approval of the Settlement Agreement along with the
26 amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Counsel Fees
27 and Costs; (iii) the Class Representative Enhancement Payment; (iv) payment to LWDA for
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1 PAGA penalties; and (v) all Claims Administration Expenses. The Final Approval/Settlement
2 Fairness Hearing will not be held earlier than thirty (30) days after the Response Deadline.
3 Class Counsel will be responsible for drafting all documents necessary to obtain final approval.
4 Class Counsel will also be responsible for drafting the attorneys' fees and costs application to
5 be heard at the Final Approval/Settlement Fairness Hearing.

6 56. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
7 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a
8 proposed Judgment to the Court for its approval. After entry of the Judgment, the Court will
9 have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
10 enforcement of the terms of the Settlement Agreement, (ii) settlement administration matters,
11 and (iii) such post- Judgment matters as may be appropriate under court rules or as set forth in
12 this Settlement Agreement.

13 57. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
14 include the terms set forth in any attached Exhibits, which are incorporated by this reference as
15 though fully set forth in this Settlement Agreement. Any Exhibits to this Agreement are an
16 integral part of the Settlement.

17 58. Entire Agreement. This Settlement Agreement and any attached Exhibits
18 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
19 written or oral agreements may be deemed binding on the Parties. The Parties expressly
20 recognize California Civil Code Section 1625 and California Code of Civil Procedure Section
21 1856(a), which provide that a written agreement is to be construed according to its terms and
22 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
23 extrinsic oral or written representations or terms will modify, vary or contradict the terms of
24 this Agreement.

25 59. Amendment or Modification. This Settlement Agreement may be amended or
26 modified only by a written instrument signed by counsel for all Parties or their successors-in-
27 interest.

1 60. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
2 warrant and represent they are expressly authorized by the Parties whom they represent to
3 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
4 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
5 execute any other documents required to effectuate the terms of this Settlement Agreement.
6 The Parties and their counsel will cooperate with each other and use their best efforts to effect
7 the implementation of the Settlement. If the Parties are unable to reach agreement on the form
8 or content of any document needed to implement the Settlement Agreement, or on any
9 supplemental provisions that may become necessary to effectuate the terms of this Settlement
10 Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

11 61. Binding on Successors and Assigns. This Settlement Agreement will be binding
12 upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement
13 Agreement, as previously defined.

14 62. Execution and Counterparts. This Settlement Agreement is subject only to the
15 execution of all Parties. However, the Settlement Agreement may be executed in one or more
16 counterparts. All executed counterparts and each of them, including facsimile and scanned
17 copies of the signature page, will be deemed to be one and the same instrument provided that
18 counsel for the Parties will exchange among themselves original signed counterparts.

19 63. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
20 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action
21 and have arrived at this Settlement Agreement after arm's-length negotiations and in the
22 context of adversarial litigation, taking into account all relevant factors, present and potential.
23 The Parties further acknowledge that they are each represented by competent counsel and that
24 they have had an opportunity to consult with their counsel regarding the fairness and
25 reasonableness of this Settlement Agreement.

26 64. Invalidity of Any Provision. Before declaring any provision of this Settlement
27 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
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1 extent possible consistent with applicable precedents so as to define all provisions of this
2 Settlement Agreement valid and enforceable.

3 65. Waiver of Certain Appeals. The Parties agree to waive appeals; except,
4 however, that Plaintiffs or Class Counsel may appeal any reduction in the Class Counsel Fees
5 and Costs below the amount requested from the Court, and either party may appeal any court
6 order that materially alters the Settlement Agreement's terms. Plaintiffs and Class Counsel
7 agree that they will not oppose Final Approval in the event of appeal of reduction in the Class
8 Counsel Fees and Costs below the amount requested from the Court.

9 66. Captions. The captions and section numbers in this Agreement are inserted for
10 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
11 the provisions of this Agreement.

12 67. Waiver. No waiver of any condition or covenant contained in this Agreement or
13 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
14 constitute a further waiver by such party of the same or any other condition, covenant, right or
15 remedy.

16 68. Enforcement Actions. In the event that one or more of the Parties institutes any
17 legal action or other proceeding against any other Party to enforce the provisions of this
18 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement,
19 the successful Party will be entitled to recover from the unsuccessful Party reasonable
20 attorneys' fees and costs, including expert witness fees incurred in connection with any
21 enforcement actions.

22 69. Mutual Preparation. The Parties have had a full opportunity to negotiate the
23 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement
24 will not be construed more strictly against one party than another merely by virtue of the fact
25 that it may have been prepared by counsel for one of the Parties, it being recognized that,
26 because of the arms-length negotiations between the Parties, all Parties have contributed to the
27 preparation of this Agreement.

70. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel.

71. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement will be subject to final Court approval.

72. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

73. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 05-15-2018

Aurora Rios
Aurora Rios aka Josefina Aispuro Torres

DEFENDANT

Dated: _____

EDS Distribution Services LLC

By:

Its:

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Aurora Rios aka Josefina Aispuro Torres

DEFENDANT

Dated: _____

EDS Distribution Services LLC
By: Abraham Weinberger
Its: CFO

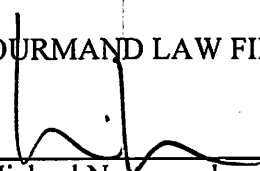
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APPROVED AS TO FORM

Dated: May 16, 2018

THE NOURMAND LAW FIRM, APC

By:


Michael Nourmand
James A. De Sario

Attorneys for Plaintiffs
AURORA RIOS aka JOSEFINA AISPURO
TORRES, on behalf of herself and all others
similarly situated

Dated: May __, 2018

FREEDMAN & TAITELMAN, LLP

By:

Michael A. Taitelman, Esq.
September Rea, Esq.

Attorneys for Defendant
EDS DISTRIBUTION SERVICES LLC

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APPROVED AS TO FORM

Dated: May __, 2018

THE NOURMAND LAW FIRM, APC

By:

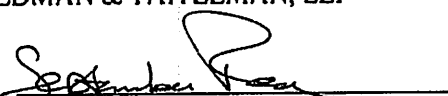
Michael Nourmand
James A. De Sario

Attorneys for Plaintiffs
AURORA RIOS aka JOSEFINA AISPURO
TORRES, on behalf of herself and all others
similarly situated

Dated: May 6, 2018

FREEDMAN & TAITELMAN, LLP

By:


Michael A. Taitelman, Esq.
September Rea, Esq.

Attorneys for Defendant
EDS DISTRIBUTION SERVICES LLC