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ARCTIC GLACIER U.S.A, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ELIAS J. SAMSPON, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

ARCTIC GLACIER U.S.A., INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. CIVSB2128590

Assigned for all purposes to:
Hon. David Cohn
Dept. S-26

JOINT STIPULATION OF SETTLEMENT

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Elias J. Sampson (“Named
7 Plaintiff”) and the Class Members, on the one hand, and Defendant Arctic Glacier U.S.A., Inc.
8 (“Arctic Glacier” or “Defendant”), on the other hand. Named Plaintiff and Defendant collectively
9 are referred to in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Two Million Four Hundred
12 Fifty Thousand Dollars and Zero Cents (\$2,450,000.00) as provided in Section 3.06(a) below (“Gross
13 Settlement Amount”) pursuant to the terms and conditions of this Agreement and for the
14 consideration set forth herein, including but not limited to, a release of all claims by Named Plaintiff
15 and the Class Members as set forth herein.

16 **ARTICLE I**

17 **DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” refers, collectively, to the actions described as follows: *Elias J. Sampson,*
21 *individually and on behalf of all others similarly situated v. Arctic Glacier U.S.A., Inc.;* and DOES
22 1 through 20, inclusive,” Case No. CIVSB2128590, commenced on October 5, 2021, and *Elias J.*
23 *Sampson, individually and on behalf of all others similarly situated v. Arctic Glacier U.S.A., Inc.;*
24 and DOES 1 through 20, inclusive,” Case No. CIVSB2134579, commenced on December 15, 2021,
25 both pending in the Superior Court of California for the County of San Bernardino.

26 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
27 Exhibit(s).

c. “Class” means all individuals who are or were employed by Defendant in California and classified as non-exempt or drivers and route salesmen allegedly misclassified as exempt at any time during the Class Period.

d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

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e. “Class List” means a list based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. “Class Member(s)” means a member of the Class, as either a Participating Class Member or a Non-Participating Class Member as defined below.

g. “Class Period” means October 4, 2017 through the earlier of the Preliminary Approval Date or August 31, 2023.

h. “Court” means the Superior Court of California, County of San Bernardino, where the Action is currently pending.

i. “Date of Finality” means the date by which both of the following have occurred: (a) the Court enters a judgment on its Final Order and (b) the judgment is final. The judgment is final as of the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. “Defendant” means Defendant Arctic Glacier U.S.A., Inc.

1 k. "Defense Counsel" means counsel for Defendant:

2 Natalie Alameddine
3 Nicole N. Wentworth
4 BLANK ROME, LLP
5 2029 Century Park East 6th Floor
6 Los Angeles, CA 90067
7 Telephone: (424) 239-3400
8 Facsimile: (424) 239-3434

9 l. "Disposition" means the method by which the Court approves the terms of the
10 Settlement and retains jurisdiction over its enforcement, implementation, construction,
11 administration, and interpretation.

12 m. "Final Order Approving Settlement of Class Action" or "Final Order" means the final
13 formal court order signed by the Court following the Final Fairness and Approval Hearing in
14 accordance with the terms herein, approving this Agreement.

15 n. "Gross Settlement Amount" means Two Million Four Hundred Fifty Thousand
16 Dollars and Zero Cents (\$2,450,000.00) to be paid by Defendant as provided by this Agreement to
17 settle this Action. All payments to the Class and PAGA Group Members, Settlement Administration
18 Costs, Class Counsel's attorney's fees and costs, and Incentive Award, pursuant to Section 3.06(a)
19 below, shall be paid out of the Gross Settlement Amount. The employer's share of payroll taxes
20 arising from the payments made under this settlement shall be paid by Defendant separate from and
21 in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata
22 increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to
23 Defendant.

24 o. "Incentive Award" means a monetary amount of up to Seven Thousand Five Hundred
25 Dollars (\$7,500) for the Named Plaintiff, subject to Court approval, in recognition of his effort and
26 work in initiating the Action and providing services in support of the Action on behalf of Class
27 Members, and as consideration for his general release of claims.

28 p. "Individual Settlement Payment(s)" means each Participating Class Member's
respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
by the calculations provided in this Agreement.

1 q. "LWDA" means the State of California Labor and Workforce Development Agency.

2 r. "LWDA Payment" means seventy-five percent (75%) of the Fifty Thousand Dollars

3 (\$50,000) allocated to the settlement of PAGA claims which, subject to Court approval, will be paid

4 to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided for below.

5 s. "Motion for Final Approval" means Plaintiff's submission of a written motion,

6 including any evidence as may be required for the Court to conduct an inquiry into the fairness of

7 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and

8 to enter a Final Order in this Action.

9 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,

10 including any evidence as may be required for the Court to grant preliminary approval of the

11 Settlement as required by Rule 3.769 of the California Rules of Court.

12 u. "Named Plaintiff" means Elias J. Sampson.

13 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved

14 Settlement Administration Costs, Class Counsel's attorney's fees and costs, Incentive Award, and

15 PAGA Settlement Amount, pursuant to Section 3.06(a)-(f) below.

16 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the

17 Settlement Administrator a valid and timely written request to be excluded from the settlement of

18 the Action pursuant to Section 3.04(b) below.

19 x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form

20 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

21 y. "PAGA" means the California Private Attorneys General Act of 2004, which is

22 codified in California Labor Code §§ 2698 *et seq.*

23 z. "PAGA Settlement Amount" means the sum of Fifty Thousand Dollars (\$50,000),

24 which shall be allocated from the Gross Settlement Amount to all applicable penalties under PAGA,

25 seventy-five percent (75%) of which will be paid to the LWDA, and the remaining twenty-five (25%)

26 of which will be included in the Net Settlement Amount and distributed to PAGA Group Members.

27 aa. "PAGA Group Members" means all Class Members employed by Defendant at any

28 time during the PAGA Period.

1 bb. “PAGA Period” means October 4, 2020 through the earlier of the Preliminary
2 Approval Date or August 31, 2023.

3 cc. “Participating Class Member(s)” is defined as a Class Member who does not submit
4 to the Settlement Administrator a valid and timely written request to be excluded from the settlement
5 of the Action pursuant to Section 3.04(b) below and who will therefore receive his or her Individual
6 Settlement Payment automatically without the need to return a claim form.

7 dd. “Preliminary Approval Date” means the date the Court enters an order preliminarily
8 approving the Settlement embodied in this Agreement.

9 ee. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
10 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
11 Administrator for the benefit of Participating Class Members.

12 ff. “Qualifying Workweeks” means the number of weeks that Class Members worked
13 for Defendant as non-exempt employees during the Class Period or the number of weeks that an
14 allegedly misclassified driver was paid with a salary during the Class Period.

15 gg. “Released Parties” means Defendant, and each of their former and present directors,
16 officers, shareholders, owners, members, employees, agents, attorneys, insurers, predecessors,
17 successors, assigns, subsidiaries, and affiliates.

18 hh. “Response Deadline” means the deadline by which Class Members must postmark or
19 fax to the Settlement Administrator a written request to be excluded from the Class Settlement or a
20 written notice of objection to the Class Settlement. The Response Deadline will be thirty (30)
21 calendar days after the initial mailing of the Notice Packet by the Settlement Administrator, unless
22 the thirtieth (30th) calendar day falls on a Sunday or federal holiday, in which case the Response
23 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
24 Deadline will be extended as set forth herein if there is a re-mailing.

25 ii. “Settlement Administration Costs” means the amount the Settlement Administrator
26 will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
27 administration of the Settlement, including, but not limited to, mailing of notice to the class,
28 calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks

4 jj. “Settlement Administrator” means Phoenix Settlement Administrators, Inc., which
5 the Parties have agreed will be responsible for the administration of the Individual Settlement
6 Payments to be made by Defendant from the Gross Settlement Amount and related matters under
7 this Agreement.

CONTINGENT NATURE OF THE AGREEMENT

10 **Section 2.01: Stipulation of Class Certification and Representative Treatment for**
11 **Settlement Purposes**

The Parties have stipulated to the certification of the Class and representative treatment of Plaintiff's claims with respect to all causes of action alleged in the Action for settlement purposes only, contingent upon preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis, contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Named Plaintiff reserves the right to contest Defendant's defenses. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including

1 in any manner whatsoever, including without limitation any contested proceeding relating to the
2 certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null
3 and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose
4 whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in
5 the Action for any purpose, if the Date of Finality does not occur.

6 The Parties and their respective counsel shall take all steps that may be requested by the Court
7 relating to the approval and implementation of this Agreement and shall otherwise use their
8 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
9 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
10 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
11 resolution, the Parties agree to seek the assistance of mediator Gig Kyriacou to resolve the dispute.

12 **ARTICLE III**

13 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

14 The procedure for obtaining Court approval of and implementing this Agreement shall be as
15 follows:

16 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

17 Named Plaintiff will bring a motion for preliminary approval before the Court that complies
18 with the Court's current checklist for Preliminary Approvals. Named Plaintiff's motion will request
19 an order conditionally certifying the Class to include all claims pled in the Action based on the
20 preliminary approval of this Agreement. The date that the Court grants preliminary approval of this
21 Agreement will be the "Preliminary Approval Date."

22 **Section 3.02: The Settlement Administrator**

23 The Parties have chosen Phoenix Settlement Administrators, Inc. to administer this
24 Settlement and to act as the Settlement Administrator, including but not limited to distributing and
25 responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs,
26 calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the
27 Individual Settlement Payment checks and distributing them to Participating Class Members,
28 establishing and maintaining the QSF, and issuing the payment to Class Counsel for attorneys' fees

1 and costs, the Incentive Award check to Named Plaintiff, and the employer payroll taxes to the
2 appropriate taxing authorities. The Parties and their Counsel represent that they have no interest or
3 relationship, financial or otherwise, with the Settlement Administrator other than a professional
4 relationship arising out of prior experiences administering settlements. The Settlement Administrator
5 shall expressly agree to all of the terms and conditions of this Agreement.

6 All costs of administering the settlement, including but not limited to all costs and fees
7 associated with preparing, issuing and mailing any and all notices to Class Members and/or
8 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
9 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
10 returns and any other filings required by any governmental taxing authority or agency, all costs and
11 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
12 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
13 incurred and/or charged by the Settlement Administrator in connection with the execution of its
14 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
15 Administrator from the Gross Settlement Amount.

16 **Section 3.03: Notice to Class Members**

17 No later than ten (10) business days after the Preliminary Approval Date, Defendant will
18 provide the Settlement Administrator with a “Class List” in electronic format based on its business
19 records, identifying the names of the Class Members, their last known home addresses, Social
20 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
21 and weeks worked during the Class Period. To protect Class Members’ privacy rights, the Settlement
22 Administrator must maintain the Class List in confidence, use the Class List only for purposes of this
23 Settlement and for no other purpose, and restrict access to the Class List to Settlement Administrator
24 employees who need access to the Class List to effect and perform under this Agreement.

25 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
26 Administrator will send Class Members, by first-class mail, at their last known address, the Court
27 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
28 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate

1 share of the Net Settlement Amount, including the number of Qualifying Workweeks and (if
2 applicable) the number of pay periods worked during the PAGA Period used to calculate the amount.
3 Class Members will have thirty (30) days from the date of mailing in which to postmark objections
4 to the Settlement or requests for exclusion. Prior to the initial mailing, the Settlement Administrator
5 will check all Class Member addresses against the National Change of Address database and shall
6 update any addresses before mailing. The Settlement Administrator will skip trace and re-mail all
7 returned, undelivered mail within five (5) days of receiving notice that a Notice Packet was
8 undeliverable. If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15)
9 calendar days from the re-mailing, or forty-five (45) calendar days from the date of the initial mailing,
10 whichever is later, in which to postmark objections or requests for exclusion. Class Members shall
11 not be required to submit claim forms in order to receive an Individual Settlement Payment.

12 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
13 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
14 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
15 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
16 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
17 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
18 that reasonable means be used to locate Class Members and that the Settlement Administrator be
19 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
20 Individual Settlement Payments to all Participating Class Members.

21 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
22 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
23 status report provided to the Parties stating the number of Notice Packets mailed or re-mailed, Notice
24 Packet returned undelivered, requests for exclusion (whether valid or invalid) received, objections
25 received, challenges to Qualified Workweeks received and/or resolved, and checks mailed for
26 Individual Class Payments.

27 In the event a Class Member's Notice Packet remains undeliverable forty-five (45) calendar
28 days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class

Member's Individual Settlement Payment. The Settlement Administrator will hold the Class Member's Individual Settlement Payment during the check cashing period on behalf of the Class Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the procedures set forth in Section 3.06(g) below.

No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid requests for exclusion and objections that the Settlement Administrator received.

Section 3.04: Responses to Notice

a. Class Member Disputes

If any Class Member or PAGA Group Member disagrees with Defendant's records as to his or her Qualifying Workweeks and/or the number of pay periods worked during the PAGA Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks and/or pay periods he/she claims to have worked during the Class Period and/or PAGA Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation.

The Notice will also provide a method for the Class Member or PAGA Group Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties and the Settlement Administrator will work in good faith to resolve it. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Qualifying Workweeks contained in the Notice Packet are correct so long as they are consistent with the Class List. The Settlement Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly

1 provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel
2 and the Settlement Administrator's determination of the challenges.

3 **b. Requests for Exclusion from Class**

4 In order for any Class Member to validly exclude himself or herself from the Class and this
5 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
6 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
7 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
8 Administrator re-mails the Notice Packet to the Class Member, whichever is later). The Notice Packet
9 shall contain instructions to the Class Member on how to validly exclude himself or herself from the
10 Class and this Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion.
11 The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was
12 postmarked, shall be conclusively determined according to the records of the Settlement
13 Administrator. If the Settlement Administrator has reason to question the authenticity of a request
14 for exclusion, the Settlement Administrator may demand additional proof of the Class Member's
15 identity. The Settlement Administrator's determination of authenticity shall be final and not
16 appealable or otherwise susceptible to challenge. Any Class Member who timely and validly requests
17 exclusion from the Class and this Settlement will not be entitled to any Individual Settlement
18 Payment, will not be bound by the terms and conditions of this Agreement, and will not have any
19 right to object, appeal, or comment thereon.

20 Any Class Member who fails to timely submit a request for exclusion shall automatically be
21 deemed a Participating Class Member whose rights and claims with respect to the issues raised in
22 the Action are determined by the Court's Final Order Approving Settlement of Class Action, and by
23 the other rulings in the Action. Thus, said Participating Class Member's rights to pursue any claims
24 covered by the Action and/or released in this Agreement will be extinguished under Article V of this
25 Agreement regardless of whether the Participating Class Member actually receives the Notice Packet
26 or objects to the Settlement.

c. Defendant's Option to Terminate.

If more than five percent (5%) of the Class Members submit requests for exclusion, Defendant, at its sole option, may nullify the settlement within twenty (20) business days after expiration of the Response Deadline. If Defendant exercises this option, then any fees already incurred by the Settlement Administrator shall be paid by Defendant due to its sole election to nullify the settlement.

d. Objections to Settlement

Only Participating Class Members may object to this Agreement, or any term of it. Participating Class Members may send a written statement of the grounds of an objection to the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The statement should be signed by the objecting Participating Class Member or his or her attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and the date the signed objection was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. The Settlement Administrator shall send any objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Participating Class Members may also appear at the final approval hearing to object. The Court retains final authority with respect to the consideration and admissibility of any Participating Class Member objections.

e. Encouragement of Class Members

The Parties to this Agreement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from Class Members.

f. Right of Plaintiff to Adjust Gross Settlement Amount

Defendant has estimated the number of Qualifying Workweeks is 65,000. If the number of Qualifying Workweeks increases by more than 10% (which is more than 71,500 Qualifying Workweeks) as of the end of the Class Period, there will be a pro rata adjustment to the Gross Settlement Amount as follows: \$37.69 per additional Qualifying Workweek.

1 **Section 3.05: Final Fairness and Approval Hearing**

2 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
3 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
4 and determine whether the Court should give it final approval, and (2) consider any objections made
5 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
6 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
7 Proposed Final Order Approving Settlement of Class Action.

8 **Section 3.06: Settlement Payment Procedures**

9 **a. Settlement Amount**

10 In exchange for the Released Claims set forth in Article V of this Agreement, Defendant
11 agrees to pay the Gross Settlement Amount in the amount of Two Million Four Hundred Fifty
12 Thousand Dollars and Zero Cents (\$2,450,000.00), subject to a pro rata increase under the condition
13 set forth in Section 3.04(e). The Gross Settlement Amount includes all Individual Settlement
14 Amounts to Participating Class Members, all Settlement Administration Costs, Class Counsel's
15 attorney's fees and costs, the PAGA Settlement Amount, and the Incentive Payment.

16 Within sixty-five (65) calendar days after the Court signs the Final Order, Defendant shall
17 transfer the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set
18 forth herein, into a QSF established by the Settlement Administrator either directly or by sending the
19 funds to the Settlement Administrator to be deposited and distributed. The Settlement Administrator
20 will use these funds to fund payment of the Individual Settlement Payments to Participating Class
21 Members, Class Counsel's attorneys' fees and costs, the Incentive Award, the LWDA Payment, and
22 the Settlement Administration Costs.

23 Within ten (10) business days after the Gross Settlement Amount is paid in full, the Settlement
24 Administrator will pay the Individual Settlement Payments to Participating Class Members, Class
25 Counsel's attorneys' fees and costs, the LWDA Payment, the Incentive Award, and employer and
26 employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this
27 distribution, the Settlement Administrator will perform a search based on the National Change of
28 Address Database to update and correct for any known or identifiable address changes.

b. Payment of Attorneys' Fees and Costs

Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Eight Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$816,666.67). Class Counsel shall submit an application for an award of costs not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any such application provided that they do not exceed these amounts. Class Counsel shall serve Defendant with copies of all documents submitted in support of their application for an award of attorneys' fees and costs.

Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs, and expenses related to the investigation, prosecution, and settlement of the Action incurred through the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel fee payment and/or costs payment. The Settlement Administrator will pay the Class Counsel fees and costs using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on Class Counsel's fees and costs and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

c. Payment of Settlement Administration Costs

The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s). The amount of Settlement Administration Costs shall not exceed Twelve Thousand Five Hundred Dollars (\$12,500.00).

d. Payment of Incentive Award to Named Plaintiff

Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Seven Thousand Five Hundred (\$7,500.00) in addition to any Individual Settlement Payment the Named Plaintiff is entitled to receive as a Participating Class Member. Defendant will not object to or oppose this request provided that it does not exceed this amount. The Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court approves less than the amount of incentive award that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Because it is the intent of the Parties that the Incentive Award represents payment to Named Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099, which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing authorities as required by law. Named Plaintiff assumes full responsibility and liability for employee taxes owed on the Incentive Award.

e. Payment to the Labor and Workforce Development Agency

In consideration of claims made under PAGA, Class Counsel will request that the Court approve allocation of Fifty Thousand Dollars (\$50,000) of the Gross Settlement Amount for any and all claims for civil penalties associated with the Released Claims that were, or could have been, brought in the Action under PAGA. Seventy-five percent (75%) of this payment will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid to the PAGA Group Members in exchange for a full and final release of PAGA claims. Defendant will not oppose this request. If the Court approves an allocation to the PAGA claims of less than the amount requested, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated to Named Plaintiff's PAGA claim in the Action, will not invalidate this Agreement.

f. Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks worked by all Class Members during the Class Period and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member's approximate Individual Settlement Payment amount will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the number of Qualifying Workweeks worked during the Class Period by each Participating Class Member.

The PAGA Settlement Amount to be distributed to PAGA Group Members shall be divided between all PAGA Group Members in proportion to the number of pay periods that each PAGA Group Member worked during the PAGA Period. To calculate the minimum amount each PAGA Group Member will receive based on their individual pay periods, 25% of the PAGA Settlement Amount (or \$12,500) will be divided by the total number of pay periods by all PAGA Group Members during the PAGA Period and then allocated on a pro rata basis. Pay periods will be rounded up to the next whole integer. Each PAGA Group Member's approximate Individual PAGA Settlement Payment will be included in his or her Notice Packet. After final approval by the Court, the PAGA Settlement Amount will be dispersed to all PAGA Group Members on a pro rata basis based on the number of pay periods worked during the PAGA Period by each PAGA Group Member.

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20% allocated to wages; 80% allocated to settlement of claims for interest and penalties. Payments for the PAGA Settlement Amount will be allocated as 100% penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The

1 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
2 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
3 other than the tax withholdings customarily made from employees' wages and shall be reported by
4 IRS 1099 forms. Participating Class Members assume full responsibility and liability for any
5 employee taxes owed on their Individual Settlement Payment.

6 No later than ten (10) business days after receiving the Gross Settlement Amount from
7 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
8 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
9 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
10 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
11 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
12 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
13 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
14 checks and Individual PAGA Settlement Payment checks are dated to cash their Settlement checks.
15 Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the
16 uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the
17 Class Member for whom the funds are designated.

18 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
19 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
20 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address
21 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
22 Settlement Administrator is unable to obtain a valid mailing address through this process, the
23 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
24 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

25 **g. Default on Payment.**

26 Defendant's failure to fund the Gross Settlement Amount within sixty-five (65) calendar days
27 after the date that the Court grants final approval of the Settlement shall be considered a default. In
28 the event Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator

will provide notice to Class Counsel and Defendant's counsel within five (5) business days of the missed payment. Thereafter, Defendant will have ten (10) business days to cure the default and tender payment to the Settlement Administrator. In the event Defendant fails to cure the default within the times set forth herein, Named Plaintiff may elect to enter judgment against Defendant, on an ex parte basis, for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled to recover interest at ten percent (10%) per year from the due date for such payment and reasonable attorneys' fees and costs.

h. No Credit Toward Benefit Plans.

The Individual Settlement Payments made to Participating Class Members under this Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

ARTICLE IV

LIMITATIONS ON USE OF THIS SETTLEMENT

Section 4.01: No Admission

Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a Class should not have been certified in the Action. This Agreement is entered into solely for the purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or wrongdoing by Defendant.

Section 4.02: Non-Evidentiary Use

Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or

(b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims released through this Agreement.

Section 4.03: Nullification

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in this Action or any other action, and in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

ARTICLE V

RELEASES

Section 5.01: Released Claims by Class Members

Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiff and Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all claims that were alleged, or reasonably could have been alleged, based on the facts stated in Named Plaintiff's complaints and ascertained in the course of the Action, including

1 but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to
2 timely pay all earned wages; (4) failure to provide meal periods; (5) failure to authorize or permit
3 rest periods; (6) failure to provide accurate itemized wage statements; (7) failure to pay all wages
4 upon separation of employment; (8) failure to reimburse necessary business expenses; and (8)
5 violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding
6 claims (“Released Claims”).

7 **Section 5.02: Released Claims by PAGA Group Members**

8 Upon the date of funding the Gross Settlement Amount, the State of California and PAGA
9 Group Members release, on behalf of themselves and their respective former and present
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties
11 from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
12 on the facts stated in the Action and in Plaintiff’s notice(s) sent to the LWDA regardless of whether
13 PAGA Group Members opt out of the Class Settlement (the “Released PAGA Claims”).

14 **Section 5.03: Named Plaintiff’s Release of Unknown Claims**

15 Upon the date of funding the Gross Settlement Amount, Named Plaintiff and his respective
16 former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and
17 assigns generally, release and discharge Released Parties from all claims, transactions, or
18 occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been,
19 alleged, based on the facts contained in Named Plaintiff’s complaints or ascertained during the
20 Action and released under 5.01, above; and (b) any other claims, debts, liabilities, demands, damages,
21 obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or
22 suspected or unsuspected, arising out of or in connection with his employment with Defendant, the
23 separation of such employment, or any other act, omission or event occurring between the Parties at
24 any time prior to the date Named Plaintiff executes this Agreement. This General Release includes,
25 without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or
26 regulation relating to employment benefits, leaves of absence, or discrimination, harassment,
27 retaliation or whistleblowing in employment, specifically including, without limitation, the
28 California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the

1 Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment
2 Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the
3 Americans with Disabilities Act, and the Employee Retirement Income Security Act, the
4 Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and
5 Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker
6 Adjustment and Retraining Notification Act, the Uniformed Service Employment and
7 Reemployment Rights Act, and any regulation of any administrative agency or governmental
8 authority relating to employment benefits or discrimination or harassment or retaliation in
9 employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay
10 wages, failure to provide accurate itemized wage statements, failure to maintain accurate records,
11 failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to
12 provide paid sick leave, failure to post notice of paydays and time and place of payment, and any
13 claim for violations of the California Labor Code, California's Business and Professions Code §
14 17200 *et seq.*, and the applicable California Industrial Welfare Commission Wage Order; (3) any
15 non-statutory tort or contractual claim, including all claims for breach of oral, implied or written
16 contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction
17 of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all
18 claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. ("Named
19 Plaintiff's General Release.") Named Plaintiff's General Release does not extend to any claims or
20 actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
21 disability benefits, social security benefits, workers' compensation benefits that arose at any time.
22 Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts
23 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Named Plaintiff's
24 Release shall be and remain effective in all respects, notwithstanding such different or additional
25 facts or Named Plaintiff's discovery of them.

For purposes of Named Plaintiff's General Release, Named Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which provides as follows:

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

Plaintiff's general release provided herein is made with an express waiver and relinquishment of any claim, right, or benefit under California Civil Code § 1542.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01: Amendments or Modification

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel, and approved by the Court.

Section 6.02: Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

Section 6.03: Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, without regard to conflicts of laws.

Section 6.04: Entire Agreement

This Agreement, including the Exhibit referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein.

1 In case of any conflict between text contained in Articles I through VI of this Agreement and text
2 contained in the Exhibit to this Agreement, the former (*i.e.*, Articles I through VI) shall be
3 controlling, unless the Exhibit is changed by or in response to a Court order. There are no restrictions,
4 promises, representations, warranties, covenants, or undertakings governing the subject matter of this
5 Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all
6 prior agreements and understandings among the Parties with respect to the settlement of the Action,
7 including correspondence between Class Counsel and Defense Counsel and drafts of prior
8 agreements or proposals.

9 **Section 6.05: Waiver of Compliance**

10 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
11 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
12 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
13 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
14 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
15 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

16 **Section 6.06: Counterparts and Fax/PDF Signatures**

17 This Agreement, and any amendments hereto, may be executed in any number of counterparts
18 and any Party and/or their respective counsel may execute any such counterpart, each of which when
19 executed and delivered shall be deemed to be an original. All counterparts taken together shall
20 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
21 signature.

22 **Section 6.07: Meet and Confer Regarding Disputes**

23 Should any dispute arise among the Parties or their respective counsel regarding the
24 implementation or interpretation of this Agreement, a representative of Class Counsel and a
25 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
26 to submitting such disputes to the Court.

1 **Section 6.08: Agreement Binding on Successors**

2 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
3 of each of the Parties.

4 **Section 6.09: Cooperation in Drafting**

5 The Parties have cooperated in the negotiation and preparation of this Agreement. This
6 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
7 was the drafter or participated in the drafting of this Agreement.

8 **Section 6.10: Fair and Reasonable Settlement**

9 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
10 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
11 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
12 further believe that the Settlement is and is consistent with public policy, and fully complies with
13 applicable law.

14 **Section 6.11: Headings**

15 The descriptive heading of any section or paragraph of this Agreement is inserted for
16 convenience of reference only and does not constitute a part of this Agreement and shall not be
17 considered in interpreting this Agreement.

18 **Section 6.12: Notice**

19 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
20 communications under this Agreement must be in writing and addressed as follows:

21 *To Named Plaintiff and the Class:*

22 Kashif Haque
23 Samuel A. Wong
24 Jessica L. Campbell
25 Kristy R. Connolly
26 AEGIS LAW FIRM, PC
27 9811 Irvine Center Drive, Suite 100
28 Irvine, California 92618
 Telephone: (949) 379-6250
 Facsimile: (949) 379-6251

 And

To Defendant:

Natalie Alameddine
Nicole N. Wentworth
BLANK ROME, LLP
2029 Century Park East 6th Floor
Los Angeles, CA 90067
Telephone: (424) 239-3400
Facsimile: (424) 239-3434

Section 6.13: Enforcement of Settlement, Stay of Litigation, and Continuing Court

Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement, and the Court shall retain continuing jurisdiction over the Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Section 6.14: Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

1 **Section 6.15: Authorization to Act**

2 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
3 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
4 required to effectuate the terms of this Agreement, except for signing documents, including but not
5 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
6 represents and warrants that the individual executing this Agreement on its behalf has the full right,
7 power, and authority to enter into this Agreement and to carry out the transactions contemplated
8 herein.

9 **Section 6.16: No Reliance on Representations**

10 The Parties have made such investigation of the facts and the law pertaining to the matters
11 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
12 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
13 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
14 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
15 to any other matters. No representations, warranties, or inducements, except as expressly set forth
16 herein, have been made to any party concerning this Agreement.

17 **Section 6.16: Use and Return of Class Data**

18 Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and
19 summaries of the Class List provided to Class Counsel by Defendant in connection with the
20 mediation of the Action, other settlement negotiations, or in connection with the Settlement, may be
21 used only with respect to this Settlement, and no other purpose, and may not be used in any way that
22 violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days
23 after the date when the Court discharges the Settlement Administrator's obligation to provide a
24 declaration confirming the final pay out of all Settlement funds, Named Plaintiff shall upon written
25 request of Defendant's counsel, destroy or return all paper and electronic versions of class data
26 received from Defendant.

27 **EXECUTION BY PARTIES AND COUNSEL**

28 The Parties and their counsel hereby execute this Agreement.

1 Dated: 07/25/2023
2 _____

ELIAS J. SAMSPON

3 By: 
4 _____
5 DocuSigned by:
6 E8579FE3FE884B9
7 Named Plaintiff

8 Dated: 7/25/2-23
9 _____

ARTIC GLACIER U.S.A., INC.

10 By: 
11 _____
12 (Signature)
13 Elise Doyle
14 _____
15 (Printed Name)
16 Chief Human Resources Officer
17 _____
18 (Title)

12 **APPROVED AS TO FORM ONLY:**

13 Dated: 7/25/2023
14 _____

AEGIS LAW FIRM, PC

15 
16 By: _____
17 Samuel Wong
18 Kristy R. Connolly

Attorneys for Plaintiff

19 Dated: July 26, 2023
20 _____

BLANK ROME, LLP

21 By: 
22 _____
23 Natalie Alameddine
24 Nicole N. Wentworth

Attorneys for Defendant Artic Glacier U.S.A.,
Inc.