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9 Adriana Guillen, individually and on behalf of others
10 similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

13 ADRIANA GUILLEN, an Individual, on
14 behalf of herself and all others similarly
15 situated
16 Plaintiffs,
17 v.
18 BELCAMPO MEAT COMPANY, LLC; and
19 DOES 1 through 100, Inclusive
20 Defendants.

CASE NO. 19STCV40834
[Assigned for all purposes to the Hon. William
F. Highberger]

CLASS ACTION
**JOINT STIPULATION AND
SETTLEMENT OF CLASS ACTION AND
PRIVATE ATTORNEYS GENERAL ACT
CLAIMS**

Action Filed: November 13, 2019
Trial Date: None Set

21 Subject to final approval by the Court, which counsel and parties agree to pursue and
22 recommend in good faith, Plaintiff ADRIANA GUILLEN individually ("Named Plaintiff") and
23 on behalf of all employees similarly situated, on the one hand, and Defendant BELCAMPO
24 MEAT COMPANY, LLC (hereinafter collectively "Defendant") hereby agree to the following
25 binding settlement of the class action and Private Attorneys General Act ("PAGA") case of
26 *Adriana Guillen v. Belcampo Meat Company, LLC* ("Action") Los Angeles Superior Court Case
27 No. 19STCV40834.

1 1. “Action” means, and refers to, the case captioned *Adriana Guillen v. Belcampo*
2 *Meat Company, LLC* in the California Superior Court for the County of Los Angeles, Case No.
3 19STCV40834.

4 2. “Agreement,” “Settlement,” or “Stipulation” mean, and refer to, this Joint
5 Stipulation and Settlement of Class Action and PAGA Claims.

6 3. “Aggregate Workweek Number” means, and refers to, the sum of all of the
7 Participating Class Members’ Total Workweeks which will be used to calculate the Weekly
8 Settlement Amounts of the Participating Class Members’ Individual Settlement Payments.

9 4. “Attorneys’ Fees and Cost Award” means, and refers to, the amount authorized by
10 the Court to be paid to Class Counsel for the services they have rendered, and expenses they have
11 incurred, in prosecuting the Action. As set forth *infra* in Section III, Paragraph 8, Class Counsel
12 shall request, and Defendant will not oppose, an award of attorneys’ fees of up to Two Hundred
13 Fifty Thousand Dollars (\$250,000) or Thirty Three and One Third percent (33 1/3%) of the Gross
14 Fund Value and a Cost Award of up to Fifteen Thousand Dollars (\$15,000). The Attorneys’ Fees
15 and Cost Award shall come out of the Gross Fund Value and will not increase the amount of the
16 Gross Fund Value. Class Counsel will be issued IRS Form 1099 for the Attorneys’ Fees and Cost
17 Award.

18 5. “Settlement Administrator” means, and refers to, CPT GROUP, Inc. or another
19 settlement administration provider upon which the Named Plaintiff, Class Counsel, Defendant, and
20 Defendant’s Counsel mutually agree.

21 6. “Settlement Administration Costs” means, and refers to, the amount that will be paid
22 to the Settlement Administrator, and includes all costs incurred in administering the Settlement,
23 which will be paid from the Gross Fund Value, as defined in Section I, Paragraph 36, *infra*. The
24 Parties agree to work in good faith to minimize, as much as possible, the Settlement Administration
25 Costs. Defendants will not object to any application for approval of the Settlement Administration
26 Costs, provided the Settlement Administration Costs are paid out of the Gross Fund Value and will
27 not increase the Gross Fund Value.

28 7. “Class” and “Class Member” mean, and refer to, a member of the class conditionally

1 certified for settlement purposes only during the applicable Class Period, consisting of all persons
2 currently or formerly employed by Defendant in the State of California as non-exempt hourly
3 paid employees during the Settlement Period which defined as November 13, 2015 through the
4 Court's Preliminary Approval of this Settlement.

5 8. "Class Counsel" and "Plaintiff's Counsel" means and refers to Bruce Kokozyan, Esq.
6 of Kokozyan Law Firm, APC.

7 9. "Class List and Data Report" means a list of Class Members that Defendant will
8 diligently and in good faith compile from its Human Resources, and/or Payroll employee
9 information database. The Class List and Data Report shall be in excel format, and shall include
10 each Class Member's full name; employee ID while employed with Defendant; dates of employment
11 during which he or she was employed by Defendant; last known home address; and the last four
12 digits of his or her Social Security number.

13 10. "Class Period" means, and refers to, the period from November 13, 2015 through the
14 Court's Preliminary Approval of this Settlement.

15 11. "Complaint" means, and refers to, all of the operative complaints filed by the
16 Named Plaintiff in this Action titled *Adriana Guillen v. Belcampo Meat Company, LLC, LASC*
17 Case No. 19STCV40834.

18 12. "Court" means, and refers to, the Superior Court of the State of California for the
19 County of Los Angeles.

20 13. "Defendant" means, and refers to BELCAMPO MEAT COMPANY, LLC.

21 14. "Defendant's Counsel" or "Defense Counsel" shall mean John H. Feldmann III, Esq.
22 and Austin Dieter, Esq. of Cozen O'Connor.

23 15. "Effective Date" means the following: (a) if no one objects to the Settlement, then
24 the Effective Date will be the date of Final Approval, as defined in Section I, Paragraph 18, *infra*;
25 (b) if a Class Member timely objects to the Settlement and is overruled, and if an appeal is not
26 timely sought from the Final Order and Judgment, then the Effective Date will be sixty five (65)
27 days after service of the Final Order and Judgment by Plaintiff on Defendant and any Objectors; or
28 (c) if a Class Member timely objects to the settlement and if a timely appeal is sought from the

1 Final Order and Judgment, then the Effective Date shall be twenty (20) days after the applicable
2 appellate court has rendered a final decision or opinion affirming the trial court's final approval,
3 and the applicable date for seeking further appellate review has passed, or twenty (20) days after
4 any such Appeal has been either dismissed or withdrawn by the appellant or the time for filing an
5 appeal expires.

6 16. "Excluded Class Members" means, and refers to, all Class Members who timely and
7 validly submit a written request to be excluded from the Class on or before the Objection/Exclusion
8 Deadline Date, as defined in Section I, Paragraph 24, *infra*.

9 17. "Final Approval" means, and refers to, the Court's order granting final approval of
10 the Settlement.

11 18. "Final Approval Date" means, and refers to, the date on which the Court's Final
12 Approval Order is entered.

13 19. "Final Approval Hearing/Settlement Fairness Hearing" means, and refers to, the
14 hearing at which the Court considers whether to approve the Settlement and to enter the Final
15 Approval Order.

16 20. "Individual Settlement Payment" means, and refers to, the amount to be paid to each
17 individual Participating Class Member from the Net Fund Value. The estimated Individual
18 Settlement amount shall be indicated on the Notice. Individual Settlement Payment for each
19 individual Participating Class Member will result from the calculations set forth in Section III,
20 paragraph 12, *infra*, less all applicable state and federal withholding taxes, including FICA, FUTA
21 and SDI contributions and any other applicable payroll deductions required by law as a result of the
22 payment of the amount allocated to such Participating Class Member under the terms of this
23 Stipulation.

24 21. "Named Plaintiff" means Adriana Guillen.

25 22. "Net Fund Value" or "NFV" means, and refers to, the funds available to be
26 distributed to Participating Class Members from the Gross Fund Value after payment of any
27 Attorneys' Fees and Cost Awards, Service Award, Settlement Administration Costs, and the
28 PAGA payment.

1 23. “Notice” means and refers to the “Notice of Class Action Settlement” that the
2 Court directs to be sent via regular mail to all Class Members (substantially in the form annexed
3 hereto as Exhibit 1).

4 24. “Objection/Exclusion Deadline” means and refers to the date no later than forty
5 five (45) calendar days after the date the Class Notices are mailed (judged by the postmark date) to
6 Class Members by the Settlement Administrator, on or before which a Class Member, may (1)
7 validly submit a Notice of Objection, (2) submit a Request for Exclusion, or (3) challenge with
8 documentary evidence his or her Total Workweeks.

9 25. “PAGA Payment” means and refers to Twenty Two Thousand Five Hundred
10 Dollars (\$22,500) of the Gross Fund Value, which constitutes penalties pursuant to California’s
11 Private Attorneys General Act of 2004 (California Labor Code § 2699 et seq., or “PAGA,”) and
12 pursuant to Labor Code Section 2699(i), which will be distributed as follows: 25% to the
13 Participating Class Members and 75% to the California Labor and Workforce Development
14 Agency, which shall be Sixteen Thousand Eight Hundred Seventy Five Dollars (\$16,875). The
15 25% portion of the PAGA Payment that shall be paid to the Participating Class Members shall
16 remain within the Net Fund Value so that it is available to be included within the calculation of the
17 Participating Class Members’ Individual Settlement Payments.

18 26. “Participating Class Member” means and refers to any and all Class Members who
19 are not Excluded Class Members.

20 27. “Parties” means, and refers to Defendant, the Named Plaintiff, and the Class
21 Members.

22 28. “Preliminary Approval Order” means, and refers to, the Order issued by the Court
23 preliminarily approving the terms of the Settlement.

24 29. “Preliminary Approval Date” means and refers to the date that the Court enters the
25 Preliminary Approval Order.

26 30. “Preliminary Approval Hearing” means and refers to the hearing on Named
27 Plaintiff’s Motion for Preliminary Approval, as discussed in Section III, Paragraph 10, *infra*.

28 31. “Qualified Settlement Fund” means and refers to the fund to be established by the

1 Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1.

2 32. “Released Claims” is defined as follows: Upon the Effective Date and upon
3 Defendant fully funding the Settlement, Participating Class Members for the Class Period shall
4 fully and finally release and discharge the Released Parties of all claims, rights, demands,
5 liabilities, damages, attorneys’ fees, costs, and causes of action of every nature and description,
6 whether known or unknown, which were asserted in the Action or those that could have been
7 asserted based on the facts alleged in the Action, and arising during the Class Period, including
8 statutory, constitutional or common law claims for wages, damages, liquidated damages, penalties,
9 interest, attorneys’ fees, litigation costs, restitution, equitable relief, or other relief under California
10 Business & Professions Code §17200, et seq. based on the following categories of allegations as
11 set forth in the operative complaint: (a) all claims for unpaid overtime wages; (b) all claims for
12 unpaid minimum wages; (c) all claims for failure to pay overtime wages at the legal overtime pay
13 rate (d) all claims for failure to provide meal periods; (e) all claims for failure to authorize and
14 permit rest periods; (f) all claims for the failure to promptly pay all wages due and owing at the
15 time of an employee’s termination or discharge; (g) all claims for the failure to issue properly
16 itemized wage statements; (h) all claims for Unfair Competition or Business Practices under
17 California’s Business and Professions Code based on the preceding claims; and (i) all claims for
18 any and all penalties pursuant to the California Labor Code and/or the Private Attorneys General
19 Act of 2004 based on the preceding claims ; (h) all claims violation of labor code §2802; and (i)
20 Liability Under Labor Code § 558.1 based on the preceding claims.

21 33. “Released Parties” means and refers to Defendant BELCAMPO MEAT
22 COMPANY, LLC and its successors in interest, past, present, or future parents, subsidiaries and
23 related or affiliated corporations, and their past, present, or future officers, directors, shareholders,
24 employees, agents, principals, heirs, joint employers, staffing agencies, representatives,
25 accountants, auditors, attorneys, consultants, insurers, and reinsurers, and each of their respective
26 successors and predecessors in interest, subsidiaries, affiliates, parents, and each of their company-
27 sponsored employee benefit plans, and all of their respective officers, directors, owners,
28 employees, administrators, fiduciaries, trustees, and agents, and any individual or entity which

1 could reasonably be determined to be jointly liable with Defendant, or any of them.

2 34. "Service Award" means and refers to the amount that the Court authorizes to be
3 paid to the Named Plaintiff over and above his/her Individual Settlement Payment, in recognition
4 of Named Plaintiff's efforts in assisting with the prosecution of the Action on behalf of the Class
5 Members and in return for executing a General Release of all Claims against Released Parties.
6 Named Plaintiff will request, and Defendant will not oppose, a Service Award up to Seven
7 Thousand Five Hundred Dollars (\$7,500). Named Plaintiff will be issued an IRS Form 1099 in
8 connection with his Service Award.

9 35. "Settlement Award" means, and refers to, the total portion of the Net Fund Value
10 payable to each Class Member after deduction of all applicable state and federal employment
11 withholding taxes, FICA and FUTA contributions and any other applicable payroll deductions
12 required by law.

13 36. "Gross Fund Value" means, and refers to, the total amount that Defendant will be
14 required to pay by this Settlement. The Gross Fund Value consists of the Attorneys' Fees and
15 Costs Award, the Service Award, the Settlement Administration Costs, the PAGA Payment and
16 the Net Fund Value. The Gross Fund Value is equal to, and shall not exceed Seven Hundred Fifty
17 Thousand Dollars (\$750,000.00). The Parties further agree, covenant, and represent that
18 Defendant shall be required to pay no more than the Gross Fund Value of Seven Hundred Fifty
19 Thousand Dollars (\$750,000.00) plus also the employer side share of payroll taxes, as described
20 below.

21 37. "Workweek" is any calendar week during the Class Period in which a Class
22 Member was employed by Defendant.

23 38. "Total Workweeks" means and refers to the sum of all the Workweeks a Class
24 Member was employed during the Class Period.

25 II. RECITALS

26 This Stipulation is made by the Named Plaintiff on behalf of herself and each of the other
27 Class Members, on the one hand, and the Defendant, on the other hand, in this Action, and is subject
28 to the approval of the Court.

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A. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

At or about the time that the Named Plaintiff files her motion for preliminary approval of this Settlement Agreement, the Named Plaintiff shall request certification of the Class for settlement purposes only.

Limitation on Effect of Certification.

The certification of the Class – for settlement purposes only – shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class or collective action for trial purposes is appropriate or proper or that Named Plaintiff could establish any of the requisite elements for class or collective treatment of any of the claims in the Action. In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated or rendered null and void, the certification of the Class shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class or collective action for trial purposes in this Action or in any other actions are satisfied. In such circumstances, Defendant expressly reserves all rights to challenge the Class certification for any purpose other than settlement purposes in this Action or in any other action on all available grounds as if no class had been certified for settlement purposes in the Action, and no reference to the prior certification of this class, or any documents related thereto, shall be made available for any purpose. Additionally, the Parties stipulate that to further the certification for settlement purposes, and for no other purpose or effect, the Named Plaintiff is typical of other Class Members and can represent the Class.

B. INVESTIGATION IN THE CLASS ACTION

The Parties have conducted significant investigation of the facts and law during the prosecution of this Action. Discovery and investigation included: the exchange of discovery between Plaintiff and Defendant including the production by Plaintiff of all documents related to Plaintiff’s employment with Defendant, the production of documents by Defendant including Defendant’s employee handbooks, policies and procedures regarding the payment of wages, time keeping, overtime, meal and rest periods and the production of detailed voluminous class-wide payroll and time punch data by Defendant. Plaintiff’s counsel retained an expert to review timekeeping records and payroll records and to assist in the preparation of a damage analysis for

1 this litigation. Also there were numerous conferences between representatives of the Parties and a
2 full day-long mediation session with Eve Wagner, Esq. an experienced mediator of wage-and-hour
3 class actions, on November 20, 2020.

4 **C. BENEFITS OF SETTLEMENT TO CLASS MEMBERS**

5 Named Plaintiff and Class Counsel recognize the expense and length of continued
6 proceedings necessary to litigate their disputes through trial and through any possible appeals.
7 Named Plaintiff has also taken into account the uncertainty and risk of the outcome of further
8 litigation, and the difficulties and delays inherent in such litigation. Named Plaintiff and Class
9 Counsel are also aware of the burdens of proof necessary to establish liability for the claims
10 asserted in the Action, both generally and in response to Defendant's defenses thereto (many of
11 which have been shared at the mediation and in settlement discussions). Named Plaintiff and
12 Class Counsel have also taken into account the extensive settlement negotiations conducted.
13 Named Plaintiff and Class Counsel have also taken into account Defendant's agreement to enter
14 into a settlement that confers substantial relief upon the Class Members. Based on the foregoing,
15 Named Plaintiff and Class Counsel have determined that the Settlement set forth in this
16 Agreement is a fair, adequate and a reasonable settlement, and is in the best interests of the Class
17 Members.

18 **D. DEFENDANT'S REASONS FOR SETTLEMENT**

19 Defendant has concluded that any further defense of this litigation would be protracted and
20 expensive for all Parties. Substantial amounts of Defendant's time, energy and resources have
21 been and, unless this Settlement is made, will continue to be devoted to the defense of the Claims
22 asserted by the Class. Defendant has also taken into account the risks of further litigation in
23 reaching its decision to enter into this Settlement. Defendant has, therefore, agreed to settle in the
24 manner and upon the terms set forth in this Agreement to put to rest the Claims as set forth in the
25 Action.

26 **E. DEFENDANT'S DENIAL OF WRONGDOING**

27 Defendant does not admit any wrongdoing and contends that they fully complied with the
28 law at all times in all respects. Whether the Settlement is finally approved, neither this Settlement,

1 nor any terms, document, statement, proceeding or conduct related to settlement, nor any reports
2 or accounts thereof, shall in any event be (a) construed as, offered or admitted in evidence as,
3 received as, or deemed to be evidence for any purpose, including, but not limited to, evidence of a
4 presumption, concession, indication, or admission by Defendant of any fault, wrongdoing, liability
5 and/or unlawful activity whatsoever or any effort to certify a class or collective action; or (b)
6 disclosed, referred to, or offered or received in evidence, in any further proceeding in this action,
7 or any other civil, criminal or administrative action or proceeding, except for purposes of settling
8 this Action or enforcing this Settlement, or as a defense to any claims released by the Settlement.

9 **F. NAMED PLAINTIFF'S CLAIMS**

10 Named Plaintiff has claimed and continues to claim that the Released Claims have merit
11 and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed
12 claims. Nothing contained in this Agreement and no documents referred to herein and no action
13 taken to carry out this Agreement may be construed or used as an admission by or against the
14 Named Plaintiff or Class Counsel as to the merits or lack thereof of the Claims asserted.

15 **III. STIPULATION AND AGREEMENT**

16 ***NOW, THEREFORE, IT IS HEREBY STIPULATED***, by and among the Named Plaintiff
17 on behalf of the Class Members on the one hand, and Defendant on the other hand, and subject to
18 the approval of the Court, that the Action is hereby being compromised and settled pursuant to the
19 terms and conditions set forth in this Agreement, subject to the definitions and recitals set forth in
20 Sections I and II, *supra*, which by this reference become an integral part of this Agreement, and
21 subject to the following terms and conditions:

22 1. **Full Investigation**. Named Plaintiff and Class Counsel have fully investigated the
23 factual and legal bases for the causes of action asserted in the Action.

24 2. **Release As To All Participating Class Members**. Upon the Effective Date and
25 upon Defendant fully funding the Settlement, the Participating Class Members, including the
26 Named Plaintiff, release the Released Parties for the Released Claims for the Class Period.

27 3. **General Release By Named Plaintiff Only**. In addition to the releases made by the
28 Participating Class Members as set forth in Section I, Paragraphs 32 *supra*, Named Plaintiff, in

1 exchange for the Service Award as requested or as otherwise authorized by the Court, will, as of
2 the Effective Date, make the additional following General Release of all her Claims, known or
3 unknown, in exchange and consideration of the sum set forth in Section I, Paragraph 34, *supra*.
4 As of the Effective Date and upon Defendant fully funding the Settlement, Named Plaintiff only
5 for herself agrees to the General Release of the Released Parties. Named Plaintiff as of the
6 Effective Date also agrees to release all wage and hour Claims, including, but not limited to,
7 overtime wages, expense reimbursement, meal and rest period sanctions, penalties under the
8 Private Attorneys General Act and all other Released Claims. Also, without limiting the
9 generality of the foregoing: NAMED PLAINTIFF only ALSO SPECIFICALLY AGREES AND
10 ACKNOWLEDGES WAIVER OF ANY RIGHT TO RECOVERY ARISING OUT OF HER
11 EMPLOYMENT WITH DEFENDANT INCLUDING BUT NOT LIMITED TO STATE OR
12 FEDERAL SEX, GENDER, CITIZENSHIP, RACE, COLOR, NATIONAL ORIGIN, MARITAL
13 STATUS, RELIGION, VETERAN STATUS, DISABILITY, SEXUAL ORIENTATION,
14 MEDICAL CONDITION OR OTHER ANTI DISCRIMINATION LAWS, INCLUDING,
15 WITHOUT LIMITATION, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE
16 AMERICANS WITH DISABILITIES ACT AND THE CALIFORNIA FAIR EMPLOYMENT
17 AND HOUSING ACT, OR BASED ON THE FAMILY AND MEDICAL LEAVE ACT, THE
18 EMPLOYEE RETIREMENT INCOME SECURITY ACT, THE WORKER ADJUSTMENT
19 AND RETRAINING ACT, THE FAIR LABOR STANDARDS ACT AND THE CALIFORNIA
20 LABOR CODE, ALL AS AMENDED, WHETHER SUCH CLAIM BE BASED UPON AN
21 ACTION FILED BY EMPLOYEES OR BY A GOVERNMENTAL AGENCY.

22 The General Release as to Named Plaintiff includes any unknown Claims that Named
23 Plaintiff does not know or suspect to exist in her favor at the time of the General Release, which, if
24 known by her, might have affected her settlement with, and release of, the Released Parties or
25 might have affected her decision not to object to this Settlement or the General Release.

26 With respect to her General Release, Named Plaintiff stipulates and agrees that, upon the
27 Effective Date, Named Plaintiff shall be deemed to have, and by operation of the Final Judgment
28 shall have, expressly waived and relinquished, to the fullest extent permitted by law, the

1 provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar
2 provision under federal or state law, which provides:

3 A general release does not extend to claims which the creditor does not know or
4 suspect to exist in his or her favor at the time of executing the release, which if
5 known by him or her must have materially affected his or her settlement with the
6 debtor.

6 Named Plaintiff may hereafter discover facts in addition to or different from those she now
7 knows or believes to be true with respect to the subject matter of the General Release, but Named
8 Plaintiff upon the Effective Date shall be deemed to have, and by operation of the Final Judgment
9 shall have, fully, finally, and forever settled and released any and all of the claims released
10 pursuant to the General Release whether known or unknown, suspected or unsuspected, contingent
11 or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity
12 now existing or coming into existence in the future, including, but not limited to, conduct that is
13 negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard
14 to the subsequent discovery or existence of such different or additional facts.

15 4. Service Award. Subject to Court approval, and expressly in exchange for the
16 release of all Released Claims and for his/her time and effort in bringing and prosecuting this
17 matter, Named Plaintiff shall be paid a Service Award up to a total of Seven Thousand Five
18 Hundred Dollars (\$7,500), or such other distribution or lower amount as the Court may order. The
19 Service Award shall be paid from the Gross Fund Value and shall not increase the Gross Fund
20 Value. Named Plaintiff shall be paid 50% of any Court-approved Service Award no later than
21 ten (10) days after Defendant deposits the first \$375,000 (50% of the Gross Fund Value as
22 required by this Stipulation) into the Qualified Settlement Fund and thereafter the remaining 50%
23 of the Court-approved Service Award, no later than ten (10) days after Defendant deposits the
24 second \$375,000 (remaining 50% of the Gross Fund Value as required by this Stipulation) into the
25 Qualified Settlement Fund. The Parties agree that a decision by the Court to award Named
26 Plaintiff an amount less than the amount stated above shall not be a basis for Class Counsel to
27 void this Stipulation. The Settlement Administrator shall issue Named Plaintiff an IRS Form 1099
28 for the Service Award. Any amount awarded for service payments to the Named Plaintiff less

1 than the requested amounts will result in the non-awarded funds to be awarded to Participating
2 Class Members on a proportionate basis to the amount of their Individual Settlement Payment.
3 The Named Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on
4 this payment. The Service Award shall be paid in addition to the Named Plaintiff's share of the
5 Settlement Amount as a Participating Class Member.

6 5. Tax Liability. Defendant makes no representations as to the tax treatment or legal
7 effect of the payments called for hereunder, and Named Plaintiff and Participating Class Members
8 are not relying on any statement or representation by Defendant in this regard. Named Plaintiff
9 and Participating Class Members understand and agree that except for Defendant's payment of the
10 employer's portion of any payroll taxes, they will be solely responsible for the payment of any
11 taxes and penalties assessed on the payments described herein.

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

1 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
2 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
3 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
4 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
5 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
6 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
7 AGREEMENT.

8 7. Creation Of The Qualified Settlement Fund And Administration Of The Settlement.

9 Within thirty (30) days of the Effective Date, Defendant shall deliver \$375,000 (50% of the
10 Gross Fund Value) into the Qualified Settlement Fund. Thereafter, within one (1) year of the
11 Effective date the Defendant will deposit the remaining \$375,000 (50% of the Gross Fund Value)
12 into the Qualified Settlement Fund. Defendant shall also simultaneously deliver to the Settlement
13 Administrator, Defendant's (Employer) share of payroll taxes, including but not limited to, FICA,
14 FUTA and SDI contributions. In addition to the employer's portion of payroll taxes, payments
15 from the Qualified Settlement Fund shall be made (1) for the Service Award to the Named
16 Plaintiff, as specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and
17 Cost Award to be paid to Class Counsel, as specified in this Agreement and approved by the
18 Court; (3) the Settlement Administration Costs; and (4) the amount allocated to PAGA penalties to
19 be paid to the California Labor Workforce and Development Agency. The balance remaining
20 shall constitute the Net Fund Value from which Individual Settlement Payments shall be made to
21 Participating Class Members, less applicable taxes and withholdings.

22 8. Attorneys' Fees And Cost Award. Defendant agrees not to oppose or impede any
23 application or motion by Class Counsel for attorneys' fees not in excess of Two Hundred Fifty
24 Thousand Dollars (\$250,000.00) or Thirty Three and One Third percent (33 1/3%) of the Gross
25 Fund Value. Defendant further agrees not to oppose any application or motion by Class Counsel
26 for the reimbursement of any actual costs associated with Class Counsel's prosecution of this
27 matter not in excess of Fifteen Thousand Dollars (\$15,000). Class Counsel will provide
28 verification of the cost amount that it is seeking to be reimbursed. Any amount awarded for

1 attorneys' fees and costs to Class Counsel less than the Two Hundred Fifty Thousand Dollars
2 (\$250,000) and Fifteen Thousand Dollars (\$15,000), respectively, will result in the non-awarded
3 amounts to be awarded to Participating Class Members on a proportionate basis to the amount of
4 their Individual Settlement Payments. Class Counsel shall be paid 50% of any Court approved
5 fees and all approved costs no later than ten (10) days after Defendant deposits the first \$375,000
6 (50% of the Gross Fund Value) into the Qualified Settlement Fund. Thereafter Class Counsel shall
7 be paid the remaining 50% of the Court-approved fees and costs no later than ten (10) days after
8 Defendant deposits the remaining \$375,000 (50% of the Gross Fund Value) into the Qualified
9 Settlement Fund. Class Counsel shall be solely and legally responsible to pay all applicable taxes
10 on the payment made to Class Counsel. Forms 1099 – MISC, Box 14 shall be provided to Class
11 Counsel for the payments made, and Class Counsel shall provide, before the Effective Date,
12 properly completed Forms W-9.

13 9. Settlement Administrator. The Settlement Administrator shall be paid for the costs
14 of administration of the Settlement out of the Gross Fund Value in the proportionate amount as
15 deposited in the Qualified Settlement Fund after Settlement Administrator completes
16 administration. The amount of such cost of administration for the disbursement of the Gross Fund
17 Value shall not exceed Twenty Five Thousand Dollars (\$25,000). Any amount awarded for costs
18 of administration to Settlement Administrator, or such other entity upon whom the Parties
19 mutually agree, less than Twenty Five Thousand Dollars (\$25,000) will result in the non-awarded
20 amount to be awarded to Participating Class Members on a proportionate basis to the amount of
21 their Individual Settlement Payments. This cost includes all tasks required of the Settlement
22 Administrator by this Agreement including the issuance of the Notice, the issuance of settlement
23 checks, the required tax reporting on the settlement amounts, including the issuing of W2 and
24 1099 forms (if any), the handling of Class Member questions and disputes and the calculation of
25 employee withholding taxes and the employer payroll taxes, which will be remitted to the tax
26 authorities by the Claims Administrator. At least sixteen (16) court days prior to the Final
27 Approval Hearing, the Settlement Administrator shall provide the Court and all counsel for the
28 Parties with a statement detailing the costs of administration of the Gross Fund Value and the

1 breakdown of the Gross Fund Value.

2 10. Preliminary Settlement Hearing/Alterations to this Agreement. As part of this
3 Settlement, the Parties agree to the following procedures for obtaining preliminary Court approval
4 of the Settlement:

5 a. Plaintiff shall file a Motion for Preliminary Approval and request a hearing before
6 the Court to request preliminary approval of the Settlement and to request the entry
7 of the Preliminary Approval Order.

8 b. Simultaneous with and/or included in the filing of the Motion for Preliminary
9 Approval, and solely for purposes of this Settlement, Named Plaintiff will request
10 the Court to enter the Preliminary Approval Order, preliminarily approving the
11 proposed Settlement, conditionally certifying the Class, and setting a date for a Final
12 Approval Hearing.

13 c. In conjunction with the Motion for Preliminary Approval, Named Plaintiff will
14 submit this Stipulation and Settlement of Class Action and PAGA Agreement, which
15 sets forth the terms of this Settlement Agreement, and will include proposed forms
16 of all notices and other documents as attached hereto necessary to implement the
17 Settlement. The Order shall provide for Notice of the Settlement to be sent to Class
18 Members as specified herein.

19 d. In the event any provision of the Settlement is rejected by the Court, the Parties will
20 work in good faith to negotiate alteration of the rejected term. The parties agree to
21 use the services of a mediator if informal efforts to negotiate alteration have been
22 exhausted.

23 e. If, following the Parties' good faith efforts and mediation, the Parties cannot agree
24 on alterations, or if ultimately the Court does not grant preliminary or final approval
25 of the Settlement in its entirety, or if the Court's final approval of the Settlement
26 agreement is reversed or materially modified on appellate review, then this
27 Settlement will become null and void. In such case, the Settlement shall not be used
28 or be admissible in any subsequent proceedings, either in this Action, in this Court,
or in any other Court or forum.

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11. Settlement Administration/Management. The Individual Settlement Payments shall be managed and administered as follows:

- a. Claims administrator, CPT Group, or such other entity upon whom the Parties mutually agree, shall be retained to serve as Settlement Administrator. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.
- b. Defendant shall provide the Settlement Administrator the Class List and Data Report within fourteen (14) days of the Preliminary Approval Date.
- c. Within twenty one (21) days of receipt of the Class List and Data Report, the Settlement Administrator shall mail the Class Notice to each Class Member in accordance with Section III, Paragraph 13, *infra*.
- d. Participating Class Members will be eligible to receive an Individual Settlement Payment, calculated in accordance with Section III, Paragraph 12, *infra*.
- e. The Settlement Administrator shall provide Defendant's Counsel and Class Counsel a weekly report showing the names and number of Class Members who have objected to or requested exclusion from the Settlement (if any). Sixteen (16) court days prior to the Final Approval Hearing, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel a final report showing the names and number of Class Members who have objected to or requested exclusion from the Settlement.
- f. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.
- g. The Settlement Administrator shall be responsible for: printing and mailing the Notices as directed by the Court; receiving and reporting the objections/requests for exclusion and challenges to the Individual Settlement Payments submitted by Class Members; mailing Individual Settlement Payments to Participating Settlement Class Members; mailing the payment to the Labor Workforce Development Agency; and

- 1 other tasks as the Parties mutually agree or the Court orders the Settlement
2 Administrator to perform (including the calculation and remittance of employer taxes
3 which will be paid by Defendant in addition to Gross Fund Value. The Settlement
4 Administrator shall keep Defendant, Defendant's Counsel and Class Counsel timely
5 apprised of the performance of all Settlement Administrator responsibilities.
- 6 h. The Settlement Administrator, on Defendant's behalf, shall have the authority and
7 obligation to make payments, credits and disbursements, including payments and
8 credits in the manner set forth herein to Participating Class Members, calculated in
9 accordance with the methodology set out in this Agreement and orders of the Court.
- 10 i. Any tax return filing required by this Agreement shall be made by the Settlement
11 Administrator. Any expenses incurred in connection with such filing shall be a cost
12 of administration of the Settlement.
- 13 j. No person shall have any claim against Defendant or Defendant's Counsel, the
14 Named Plaintiff, Class Members, the Class, Class Counsel or the Settlement
15 Administrator based on distributions and payments made in accordance with this
16 Agreement.
- 17 k. The Claims Administrator will provide to Defendant, as soon as practicable, but no
18 later than 60 days after Preliminary Approval is granted, a fully-executed IRS W-9
19 form and a completed Supplier Profile and ACH Enrollment Form which Defendant
requires to process and issue any payment.

20 12. Calculation Of Individual Settlement Payments. The Individual Settlement Payments will be
21 calculated as follows:

- 22 a. The Settlement Administrator will be provided each Class Members' Total
23 Workweeks as defined in Section I, Paragraph 38, supra, based on the Class List and Data Report,
24 which shall be presumed to be correct. A Class Member's workweek is defined as any calendar
25 week during the Class Period in which a Class Member was employed by Defendant. If a Class
26 Member disagrees with his or her Total Workweeks, which shall be set forth in the Notice he or she
27 may challenge the Total Workweeks in the manner set forth in Section III, Paragraph 14(c), infra.
- 28 b. The Settlement Administrator will calculate the Aggregate Workweek Number by

- 1 adding the sum of all of the Participating Class Members' Total Workweeks.
- 2 c. The Settlement Administrator will divide the Net Fund Value by the Aggregate
3 Workweek Number to calculate the weekly settlement amount.
- 4 d. The Settlement Administrator will calculate each Class Members' Individual
5 Settlement Award by multiplying his or her Total Workweeks times the Weekly Settlement Amount.
6 Each Class Members' estimated Individual Settlement Award will be indicated on the Notice.
- 7 e. The Weekly Settlement Amount and Individual Settlement Award estimates
8 indicated on the Notice are subject to change, depending on factors including: (i) how many Class
9 Members become Excluded Class Members (resulting in their Total Workweeks being removed
10 from the final Aggregate Workweek Number, thereby increasing the final weekly settlement
11 amount); (ii) any changes to the Total Workweeks resulting from challenges to Total Workweeks
12 submitted by Class Members resulting in workweek adjustments, which may increase or decrease
13 the final Aggregate Workweek Number and the final weekly settlement amount; and (iii) any
14 increases or reductions in the Net Fund Value which may result from, inter alia, changes to the actual
15 amount of PAGA Payment, and/or Settlement Administration Costs approved by the Court.
- 16 f. Each Participating Class Member's Individual Settlement Payment will be allocated
17 as follows: (a) 33% as wages; and (b) 67% as interest and penalties. The portion allocated to wages
18 ("Wage Component") shall be reported on an IRS Form W-2 and the portions allocated to interest
19 and penalties (the "Non-Wage Component") shall be reported on an IRS Form-1099 by the Claims
20 Administrator.
- 21 g. The employee's portion of employment taxes, including payroll deductions for state
22 and federal withholding taxes, and any other applicable payroll deductions, shall be made from each
23 Participating Class Members Wage Component, resulting in a "Net Wage Component." The Claims
24 Administrator will issue a W-2 for the Wage Component.
- 25 i. No withholding shall be made on the Non-Wage Component of the settlement. The
26 Claims Administrator will issue an IRS Form 1099 for the Non-Wage Component.
- 27 ii. The Net Wage Component shall be added to the Non-Wage Component, resulting in
28 each Participating Class Members Individual Settlement Payment.
- h. The Settlement Administrator, on Defendant's and Class Counsel's collective behalf,

1 shall have the authority and obligation to make payments, credits and disbursements, including
2 payments and credits in the manner set forth herein, to Class Members calculated in accordance
3 with the methodology set out in this Agreement and orders of the Court. The Settlement
4 Administrator shall be responsible for calculating and withholding all required state and federal
5 taxes.

6 i. No person shall have any claim against Defendant, Defendant's Counsel, the Named
7 Plaintiffs, Plaintiffs, the Class, Class Counsel, or the Settlement Administrator based on any errors
8 or omissions in the distributions and payments that are required to be made in accordance with the
9 terms of this Agreement.

10 13. Notice To Class Members. Notice of the Settlement shall be provided to all Class
11 Members using the following procedures:

12 a. Notice By First-Class Mail. Within twenty one (21) days after receipt of the Class List
13 and Data Report, the Claims Administrator shall mail the Class Notice , which has been mutually
14 approved by counsel for the Parties, to the Class Members via first-class regular U.S. Mail. The
15 Class Notice is substantially in the form annexed hereto as Exhibit 1. Prior to mailing, the Claims
16 Administrator will perform a search based on the National Change of Address Database
17 information to update and correct for any known or identifiable address changes. If a new address
18 is obtained by a way of a returned Class Notice, then the Claims Administrator shall promptly
19 forward the original Class Notice to the updated address via first-class regular U.S. mail
20 indicating on the original Class Notice the date of such re-mailing.

21 b. No Requirement for a Claim Form. Class Members shall not be required to submit a
22 Claim Form to receive an Individual Settlement Payment.

23 c. Objection/Exclusion Deadline Date and Deadline to Challenge Total Workweeks: Class
24 Members will have forty five (45) calendar days from the mailing of the Class Notice to submit an
25 objection and/or request for exclusion from the Settlement, or challenge the Total Workweeks
26 indicated on their Class Notice.

27 d. Procedure For Undeliverable Notices. Any Class Notices returned to the Settlement
28 Administrator as non-delivered on or before the Objection/Exclusion Deadline Date shall be sent

1 to the forwarding address affixed thereto within five (5) business days. If no forwarding address is
2 provided, then the Settlement Administrator shall promptly attempt to determine a correct address
3 using a single skip-trace, computer or other search using the name and address of the individual
4 involved, and shall then perform a single re-mailing within five (5) business days. In the event the
5 procedures in this paragraph are followed and the intended recipient of a Notice still does not
6 receive the Notice, the Class Member shall be bound by all terms of the Settlement and any Final
7 Judgment entered by the Court if the Settlement is approved by the Court.

8 e. No later than sixteen (16) court days prior to the Final Approval Hearing, the
9 Settlement Administrator shall provide Defendant's Counsel and Class Counsel: (i) the names and
10 contact information of the Class Members objecting to or requesting exclusion from the
11 Settlement; and (ii) the amount owed to each Participating Class Member.

12 14. Procedure For Objecting To or Requesting Exclusion From The Class Action
13 Settlement, or Challenging Total Workweeks. The Class Members shall submit objections to the
14 Settlement and/or request exclusion from the Settlement and/or submit a challenge to their Total
15 Workweeks using the following procedures:

16 a. Procedure For Objecting. The Class Notice shall provide that those Class Members
17 who wish to object to the Settlement shall mail a written statement of objection
18 ("Notice of Objection") to the Settlement Administrator, no later than the
19 Objection/Exclusion Deadline Date. The postmark date of the mailing shall be
20 deemed the exclusive means for determining if a Notice of Objection is timely. The
21 Notice of Objection must contain the Class Member's name, the last four digits of
22 his/her social security number, dates of employment, current contact information, a
23 statement providing the basis for the Class Member's objections, a statement
24 advising if the objecting Class Member plans to address the Court at the Settlement
25 Fairness Hearing, and any legal briefs, papers or memoranda the objecting Class
26 Member proposes to submit to the Court. Class Members regardless of whether or
27 not they submit a written objection to the Claims Administrator will have the right
28 to appear at the Final Approval Hearing in order to have their objections heard by
the Court. No later than sixteen (16) court days before the Settlement Fairness

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Hearing, the Claims Administrator shall provide counsel for the Parties with complete copies of all objections received, including the postmark dates for each objection. Class Counsel and Counsel for Defendant shall file any responses to any written objections submitted to the Court in accordance with this Settlement Agreement at least five (5) days before the Fairness Settlement Hearing.

b. Procedure For Requesting Exclusion. The Notice shall provide that Class Members who wish to exclude themselves from the Class must submit a written request to be excluded (“Request for Exclusion”) from the Class on or before the Objection/Exclusion Deadline Date. Such Request for Exclusion: (1) must contain the name, address, telephone number and the last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the person requesting exclusion; (3) must be returned by mail to the Settlement Administrator at the specified address; (4) and must be postmarked on or before the Objection/Exclusion Deadline Date. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who requests an exclusion from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Class Members who fail to submit valid and timely a Request for Exclusion on or before the Objection/Exclusion Deadline Date shall be Participating Class Members and shall be bound by all terms of the Settlement and any Final Judgment entered in this Class Action if the Settlement is approved by the Superior Court. No later than sixteen (16) court days before the Settlement Fairness Hearing, the Settlement Administrator shall provide counsel for the Parties with a complete list of all members of the Settlement Class who have timely requested exclusion from the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Settlement Class to submit a Request for Exclusion from the Settlement.

c. Procedure for Contesting Individual Settlement Payment: Each Class Members will

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have the opportunity, should he/she disagrees with Defendant's records regarding his/her Total Workweeks as presented in his/her Class Notice, to provide documentation to show contrary employment dates. To do so, Class Members must contact the Settlement Administrator, along with all applicable documentary evidence to support his/her dispute regarding his/her Total Workweeks prior to the Objection/Exclusion Deadline. Moreover, an individual can only dispute his/her number of Total Workweeks if he/she does not exclude himself/herself from the Settlement. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether a workweek adjustment is warranted. Class Counsel and Defendant's Counsel shall meet and confer in an attempt to reach an agreement regarding whether a workweek adjustment is warranted based on the documentary evidence submitted by the Class Member to challenge his/her Total Workweeks. If they cannot agree, the Settlement Administrator shall make the final determination of whether or not a workweek adjustment is warranted and that determination shall be conclusive, final and binding on all Parties, including all Class Members. In the event that a workweek adjustment is warranted, the additional amount owed to said Class Member, if any, shall be paid as part of that Participating Class Member's Individual Settlement Payment and no adjustment will result in an increase to the Gross Fund Value.

d. No Solicitation Of Settlement Objections. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal from the Order and Final Judgment.

15. Procedure For Payment Of Individual Settlement Payments:

- a. Except for Excluded Class Members, all Participating Class Members will receive an Individual Settlement Payment.
- b. Individual Settlement Payments for Class Members shall be paid exclusively from the Qualified Settlement Fund, pursuant to the settlement formula set forth herein, and shall be mailed within ten (10) days after Defendant delivers each half of the

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Gross Fund value into the required funds to the Settlement Administrator for deposit into the Qualified Settlement Fund.

- c. Should any question arise regarding the determination of eligibility for, or the amounts of, any Individual Settlement Payment under the terms of this Agreement, Class Counsel and Defendant’s Counsel shall meet and confer in an attempt to reach agreement. If they cannot agree, the Settlement Administrator shall make the final determination, and that determination shall be conclusive, final and binding on all Parties, including all Class Members.
- d. Any checks issued by the Settlement Administrator to Participating Class Members shall be negotiable for one hundred and eighty (180) calendar days. Those funds represented by Settlement checks returned as undeliverable and those Settlement checks remaining uncashed for more than 180 days after issuance (collectively, “Uncashed Settlement Checks”) shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500 et seq. for the benefits of those Settlement Class Members who did not cash their checks until such time they claim their property. The parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code Section 384, as the entire Net Fund Value (NFV) will be paid out to Settlement Class Members, whether or not they all cash their settlement checks.
- e. Participating Class Members who do not timely cash their Individual Settlement shall nonetheless be Participating Class Members and will be bound by all terms of the Settlement and any Final Judgment entered in this Class Action if the Settlement is approved by the Superior Court, including the release of the Released Claims, unless they timely file a valid request for exclusion as set forth herein.

16. Class Size Differential. It is represented by Defendant that the Aggregate Workweek Number is no more than 40,000 workweeks and that there are no more than 1,200 Class Members. If the Aggregate Workweek number or the number of Class Members increases by more than ten

1 percent (10%) of the number set forth herein, then the Gross Fund Value shall increase in the
2 proportionate amount as any increase in Aggregate Workweek number or the number of Class
3 Members beyond the ten percent (10%) increase (e.g. If there is an increase of 11% in Aggregate
4 Workweek number then there will be a 1 % increase in the Gross Fund Value.)

5 17. Claims Deemed Waived. Any Class Member who does not request exclusion as set
6 forth above is deemed to be a Participating Class Member and thereby is deemed to have released
7 the Released Claims against Released Parties as set forth herein, regardless of whether or not they
8 timely cash their Individual Settlement Payment.

9 18. Certification By Settlement Administrator. Upon completion of administration of the
10 distributions, the Settlement Administrator shall provide written certification of such completion to
11 the Court and counsel for all Parties.

12 19. Final Settlement Approval Hearing And Entry Of Final Judgment. Upon expiration
13 of the Objection/Exclusion Deadline Date, with the Court's permission, a Final Fairness Hearing
14 shall be conducted to determine final approval of the Settlement along with the amount properly
15 payable for (i) the Attorneys' Fees and Cost Award, (ii) any Service Awards, and (iii) Settlement
16 Administration Costs. The Final Fairness Hearing shall not be held earlier than twenty five (25)
17 calendar days from Objection/Exclusion Deadline Date. Upon final approval of the Settlement by
18 the Court, Class Counsel shall prepare and the Parties shall present the Final Approval Order and
19 Judgment, in a form agreed to in advance by the Parties, for the Court's approval. After entry of the
20 Final Approval Order and Judgment, the Court shall have continuing jurisdiction solely for purposes
21 of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) Settlement
22 administration matters; and (iii) such post-Final Judgment matters as may be appropriate under court
23 rules or as set forth in this Agreement.

24 20. Defendant shall discharge its obligations to the Class Members through the
25 remittance of the Settlement Award claimed by the Class Members to the Settlement Administrator
26 as set forth hereinabove, regardless of whether checks representing individual settlement sums are
27 actually received and/or negotiated by Participating Class Members. Once Defendant has complied
28 with the obligations set forth in this Joint Stipulation and Settlement of Class Action Claims, it will
be deemed to have satisfied all terms and conditions under this Settlement Agreement, and shall

1 have no further obligations under the terms of the Settlement Agreement regardless of what occurs
2 with respect to those sums.

3 21. Nullification Of Settlement Agreement. In the event: (i) the Court does not finally
4 approve the Settlement as provided herein; or (ii) the Court does not enter a Final Approval Order
5 as provided herein, which becomes final as a result of the occurrence of the Effective Date, this
6 Settlement Agreement shall be null and void and any order or judgment entered by the Court in
7 furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties
8 and any funds to be awarded under this Settlement shall be returned to their respective statuses as
9 of the date and time immediately prior to the execution of this Agreement, and the Parties shall
10 proceed in all respects as if this Settlement Agreement had not been executed, except that any
11 reasonable fees already incurred by the Settlement Administrator shall be paid by Defendant. In the
12 event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought
13 prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution
14 of the appeal or other appellate review, as well as any fees incurred by the Settlement Administrator
15 prior to it being notified of the filing of an appeal from the Court's Final Judgment, or any other
16 appellate review.

17 22. Option To Terminate Settlement. Notwithstanding any other provision of this
18 Settlement Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to
19 nullify the settlement if 10% or more of the Class Members validly request exclusion from the Class
20 per the procedures set forth in the Settlement Agreement. Defendant must exercise its right of
21 rescission, in writing, to the Court and Class Counsel, within 7 calendar days after the Claims
22 Administrator notifies the Parties of the total number of Requests for Exclusion received by the
23 Response Deadline. If Defendant exercises its option to rescind, Defendant shall be solely
24 responsible for the initial payment to the Claims Administrator of all costs of the Claims
25 Administration, including any re-notice to the Class as ordered by the Court, but such initial payment
26 shall be treated as a taxable cost in the event that this case is ultimately litigated and Defendant
27 prevails in a manner permitting an award of costs per applicable statute(s) and/or procedural rule(s).
28 If Defendant exercises its option to rescind the Settlement under this paragraph all actions taken in
furtherance of the Settlement will be null and void.

1 23. No Effect On Employee Benefits. Neither the Individual Settlement Payments nor
2 the Service Award to Named Plaintiff shall be deemed to be pensionable earning and shall not have
3 any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
4 holiday pay, retirement plans, etc.) of the respective Named Plaintiff or Participating Class
5 Members. The Parties agree that any Individual Settlement Payments to Participating Class
6 Members under the terms of this Agreement do not represent any modification of the Participating
7 Class Members' previously credited hours of service or other eligibility criteria under any employee
8 pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any
9 Individual Settlement Payment, or Service Award hereunder shall not be considered
10 "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an
11 employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Neither
12 Defendant nor Named Plaintiff are opining on the terms of any such Plan, each of which speaks for
13 itself.

14 24. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
15 interpretation, calculation or payment of settlement claims, or other disputes regarding compliance
16 with this Agreement shall be resolved as follows:

- 17 a. If Class Counsel or the Defendant at any time believes that the other Party has
18 breached or acted contrary to the Agreement, that Party shall notify the other Party
19 in writing of the alleged violation.
- 20 b. Upon receiving notice of the alleged violation or dispute, the responding Party shall
21 have ten (10) calendar days to correct the alleged violation and/or respond to the
22 initiating Party with the reasons why the Party disputes all or part of the allegation.
- 23 c. If the response does not address the alleged violation to the initiating Party's
24 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days
25 to resolve their differences.
- 26 d. If Class Counsel and Defense counsel are unable to resolve their respective parties'
27 differences after twenty (20) calendar days referenced in Section III, Paragraph
28 23(a)-(c), supra, either Party may elect to file (1) an appropriate Code of Civil
 Procedure section 664.6 motion for enforcement with the Court, or (2) take any other

1 legal action to enforce this Settlement Agreement.

2 e. In the event that the Court does not agree to adopt the above dispute resolution
3 procedure as part of its Order granting final approval to the Settlement, then the
4 above provisions for Dispute Resolution (Section III, paragraph 24(a)-(d)) are null
5 and void, the remainder of the settlement is unaffected, and the parties shall remain
6 free to submit disputes and/or motions for enforcement of the settlement via
7 appropriate noticed motion or ex parte application as though Section III, paragraph
8 24 was not included herein.

9 25. No Retaliation. Defendant shall not take any adverse action against any Class
10 Member because of the existence of, and/or participation in, the Settlement, or because they choose
11 to benefit from the Settlement or to object to the Settlement. Defendant shall not take action to
12 discourage Class Members from participating in the Settlement.

13 26. Exhibits And Headings. The terms of this Agreement include the terms set forth in
14 any attached Exhibit 1 which is incorporated by this reference as though fully set forth herein. Any
15 exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
16 paragraphs or sections of this Agreement are inserted for convenience of reference only and do not
17 constitute a part of this Agreement.

18 27. Interim Stay Of Proceedings. The Parties agree to hold all proceedings in the Action,
19 except such proceedings necessary to implement and complete the Settlement, in abeyance pending
20 the Settlement Hearing to be conducted by the Court.

21 28. Amendment Or Modification. This Agreement may be amended or modified only
22 by a written instrument signed by counsel for all Parties or their successors-in-interest.

23 29. Entire Agreement. This Agreement and any attached exhibits constitute the entire
24 agreement among these Parties, and no oral or written representations, warranties or inducements
25 have been made to any Party concerning this Agreement or its exhibits other than the
26 representations, warranties and covenants contained and memorialized in such documents.
27 Defendant shall not be required as part of the Settlement to modify or eliminate any of its personnel,
28 compensation or payroll practices, or adopt any new personnel, compensation or payroll practices.

30. Authorization To Enter Into Settlement Agreement. Counsel for all Parties warrant

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

11 31. Binding On Successors And Assigns. This Agreement shall be binding upon, and
12 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13 32. California Law Governs. All terms of this Agreement and the exhibits hereto shall
14 be governed by and interpreted according to the laws of the State of California.

15 33. No Public Disclosure prior to Preliminary Approval: Named Plaintiff, Defendant, and
16 Class Counsel will not make any public disclosure of the Settlement until after the filing of the
17 Application for Preliminary Approval of the Settlement. Named Plaintiff, Defendant, and Class
18 Counsel represent that they have not made any such disclosure. The foregoing shall not preclude
19 Named Plaintiff or Class Counsel from advising Class Members regarding this Settlement. This
20 section does not preclude Class Counsel or Named Plaintiff from performing their duties as Class
21 Counsel and/or Class Representative. This section does not preclude the posting of the Order and
22 Judgment of Final Approval on the Settlement Administrator's website. Notwithstanding the
23 foregoing, the Parties agree that Defendant may make such disclosures that in Defendant's judgment
24 are required in the ordinary course of business, except that Defendant and its counsel shall not
25 encourage Class Members to opt out. Thereafter, Class Counsel and Named Plaintiff agree not to
26 publicize the terms of this Settlement with the media or others, including but not limited to, any
27 newspaper, journal, magazine, website, and/or on-line reporter of settlements. Class Counsel may
28 also include references to this Settlement in their curriculum vitae, for purposes of presentations in
court filings only.

1 34. Counterparts. This Agreement may be executed in one or more counterparts. All
2 executed counterparts and each of them shall be deemed to be one and the same instrument provided
3 that counsel for the Parties to this Agreement shall exchange among themselves original signed
4 counterparts.

5 35. Prior to execution of this Stipulation, Defendant has provided P&L and other
6 financial information reasonably requested by Class Counsel to verify Defendant's financial
7 difficulty. Said financials shall be kept confidential except as necessary for purposes of obtaining
8 court approval upon request by the Court, if necessary.

9 36. This Settlement Is Fair, Adequate And Reasonable. The Parties believe this
10 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
11 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
12 and potential.

13 37. Jurisdiction Of The Court. The Court shall retain jurisdiction, pursuant to Code of
14 Civil Procedure Section 664.6 or otherwise, with respect to the interpretation, implementation and
15 enforcement of the terms of this Agreement and all orders and judgments entered in connection
16 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes
17 of interpreting, implementing and enforcing the settlement embodied in this Agreement and all
18 orders and judgments entered in connection therewith.

19 38. Cooperation And Drafting. Each of the Parties has cooperated in the drafting and
20 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall
21 not be construed against any of the Parties.

22 39. Invalidity Of Any Provision. Before declaring any provision of this Agreement
23 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
24 consistent with applicable precedents so as to define all provisions of this Agreement valid and
25 enforceable.

26 1/8/2021
27 Dated: _____

PLAINTIFF


Adriana Guillen
Represented By:

LEGAL502
24084130

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KOKOZIAN LAW FIRM, APC

Dated: _____

By: _____
Bruce Kokozyan, Esq.
Attorney for Plaintiff

DEFENDANT BELCAMPO MEAT COMPANY, LLC

Dated: _____

By: _____
Their: _____

Represented by :

COZEN O'CONNOR

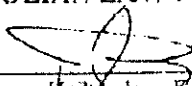
Dated: _____

By: _____
Austin Dieter, Esq.

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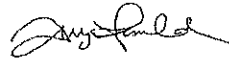
KOKOZIAN LAW FIRM, APC

Dated: 1/11/21

By: 
Bruce Kokozyan, Esq.
Attorney for Plaintiff

DEFENDANT BELCAMPO MEAT COMPANY, LLC

Dated: 1/12/21

By: 
Their: Manager

Represented by :

COZEN O'CONNOR

Dated: 1/12/21

By: 
Austin Dieter, Esq.