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6 Attorneys for Defendant  
BEAUMONT JUICE, INC. d/b/a  
7 PERRICONE JUICES

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF RIVERSIDE

10 GUSTAVO A. SANTOS OROZCO, on behalf  
11 of himself and all others similarly situated,

12 Plaintiffs,

13 v.

14 BEAUMONT JUICE, INC., a California  
15 Corporation; PERRICONE JUICES, a business  
16 Entity form unknown ; and DOES 1 through  
100, Inclusive.

17 Defendants,

Case No. RIC1722457

[Assigned for all purposes to the Honorable  
Sunshine Sykes – Dept. “6”]

**REVISED JOINT STIPULATION OF  
CLASS AND COLLECTIVE ACTION  
SETTLEMENT AND RELEASE  
BETWEEN PLAINTIFF GUSTAVO A.  
SANTOS OROZCO, ON BEHALF OF  
HIMSELF AND ALL OTHERS  
SIMILARLY SITUATED, AND  
DEFENDANT BEAUMONT JUICE, INC.**

Complaint Filed: November 30, 2017  
Trial Date: None

20  
21  
22 **JOINT STIPULATION OF CLASS AND COLLECTIVE ACTION SETTLEMENT**  
23 **AND RELEASE**

24 This Joint Stipulation of Class and Collective Action Settlement and Release (“Agreement” or  
25 “Settlement Agreement”) is made and entered into by and between Plaintiff GUSTAVO A. SANTOS  
26 OROZCO (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly  
27 situated, and Defendant BEAUMONT JUICE, INC. dba PERRICONE JUICES (“Defendant” or  
28 “Beaumont”) (collectively, the “Parties”).

1 This settlement shall be binding on Plaintiff and the settlement classes he purports to represent  
2 and Defendant and its respective present and former parent companies, subsidiaries, divisions, related  
3 or affiliated companies, shareholders, partners, officers, directors, employees, agents, attorneys,  
4 insurers, successors and assigns, and any individual or entity which could be liable for any of the  
5 Released Claims (hereinafter "Released Parties"), and any individual or entity that could be liable with  
6 Defendant, and its respective counsel, subject to the terms and conditions hereof and the approval of  
7 the Court.

### 8 RECITALS

9 1. On November 29, 2017, Plaintiff exhausted his administrative remedies with respect to  
10 his Labor Code Private Attorney General Act of 2004 ("PAGA") claims pursuant to California Labor  
11 Code section 2699, *et seq.* by providing notice to the California Labor and Workforce Development  
12 Agency ("LWDA"). The LWDA elected not to investigate Plaintiff's claims.

13 2. On November 30, 2017, Plaintiff initiated this putative class action by filing a  
14 Complaint in the California Superior Court for the County of Riverside, Case No. RIC1722457 (the  
15 "Action"), on behalf of himself and non-exempt hourly-paid employees in California, alleging the  
16 following causes of action: (1) failure to provide meal periods; (2) failure to provide rest periods; (3)  
17 failure to pay all wages upon termination; (4) failure to provide accurate wage statements; and (5) unfair  
18 competition.

19 3. On July 5, 2018, Plaintiff filed a first amended putative class Complaint asserting the  
20 same causes of action and adding a new cause of action for (6) civil penalties Labor Code § 2699.

21 4. On August 2, 2018, Plaintiff filed a second amended putative class Complaint asserting  
22 the same causes of action and adding new causes of action for (7) failure to pay overtime wages; and  
23 (8) failure to pay minimum wages (the operative Complaint).

24 5. Defendant denies all material allegations set forth in the operative Complaint and this  
25 Action and has asserted numerous affirmative defenses. Nevertheless, in the interest of avoiding  
26 further litigation, Defendant desires to fully and finally settle all actual or potential claims by the  
27 putative Class Members.

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1           11.    “Action” means *Gustavo A. Santos Orozco v. Beaumont Juice, Inc. dba Perricone*  
2 *Juices*, Superior Court of the State of California for the County of Riverside, Case No. RIC1722457.

3           12.    “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and  
4 approved by the Court for Class Counsel’s litigation and resolution of this Action, and all costs  
5 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs  
6 associated with documenting the Settlement, securing the Court’s approval of the Settlement,  
7 administering the Settlement, obtaining entry of a Judgment, and expenses for any experts. Class  
8 Counsel will request attorneys’ fees of up to 33 1/3% of the Maximum Settlement Amount, *i.e.*, up to  
9 Three Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars and Zero Cents  
10 (\$333,333.00). The Attorneys’ Fees and Costs will also mean and include the additional  
11 reimbursement of reasonable costs and expenses associated with Class Counsel’s litigation and  
12 settlement of the Action, not to exceed Twenty Thousand Dollars (\$20,000), subject to the Court’s  
13 approval. Defendant has agreed not to oppose Class Counsel’s cost application up to the above  
14 specified amounts. Any portion of the Attorneys’ Fees and Costs not awarded to Class Counsel shall  
15 be added to the Net Settlement Amount for the benefit of participating class members.

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

21           14.    “Claims Administration Costs” means the costs payable from the Maximum Settlement  
22 Amount to the Claims Administrator for administering this Settlement, including, but not limited to,  
23 translating the class notice into Spanish, printing, distributing, and tracking documents for this  
24 Settlement, calculating estimated amounts per Class Member, tax reporting, distributing the appropriate  
25 settlement amounts, and providing necessary reports and declarations, and other duties and  
26 responsibilities set forth herein to process this Settlement, and as requested by the Parties. The Claims  
27 Administration Costs will be paid from the Maximum Settlement Amount, including, if necessary, any  
28 such costs in excess of the amount represented by the Claims Administrator as being the maximum costs

1 necessary to administer the settlement. The Claims Administration Costs are currently estimated not to  
2 exceed Ten Thousand Dollars (\$10,000). To the extent actual Claims Administrations Costs are greater  
3 than \$10,000, such excess amount will be deducted from the Maximum Settlement Amount.

4 15. "Class Counsel" means Michael Nourmand, Esq. and James A. De Sario, Esq. of The  
5 Nourmand Law Firm APC, which will seek to be appointed counsel for the Settlement Class.

6 16. "Class List" means a complete list of all putative Class Members that Defendant will  
7 diligently and in good faith compile from its records and provide to the Claims Administrator within  
8 fourteen (14) calendar days after the Court's Preliminary Approval of this Settlement. The Class List  
9 will be formatted in a readable Microsoft Office Excel spreadsheet and will include each putative  
10 Class Member's full name; last known address; Social Security Number; and dates of employment.

11 17. "Class Member(s)" or "Settlement Class" means all hourly non-exempt persons  
12 employed in California by Defendant at any time from November 30, 2013 through January 30, 2019.

13 18. "Class Period" means the period from November 30, 2013 through January 30, 2019.

14 19. "Class Representative" means Plaintiff Gustavo A. Santos Orozco, who will seek to be  
15 appointed as the representative for the Settlement Class.

16 20. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff  
17 in recognition of his effort and work in prosecuting the Action on behalf of the putative Class  
18 Members and negotiating the Settlement. The Parties agree that Plaintiff will be paid, subject to Court  
19 approval, Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00), from the Maximum  
20 Settlement Amount for his services on behalf of the class and collective, and in negotiating the  
21 Settlement, subject to the Court granting final approval of this Settlement Agreement and subject to  
22 the exhaustion of any and all appeals. Any portion of the Class Representative Enhancement Payment  
23 not awarded to Plaintiff shall be added to the Net Settlement Amount for the benefit of participating  
24 class members.

25 21. "Court" means the Superior Court of the State of California for the County of  
26 Riverside, or any other court taking jurisdiction of the Action.

27 22. "Defendant" means Beaumont Juice, Inc. dba Perricone Juices.

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1           23.     “Effective Date” means the date when all of the following events have occurred: (1) the  
2 Stipulation of Settlement has been executed by all Parties, Class Counsel, and Beaumont’s Counsel; (2)  
3 the Court has given preliminary approval to the Stipulation of Settlement; (3) the Notice of Class Action  
4 Settlement has been given to the putative members of the Settlement Class, providing them with an  
5 opportunity to object to the terms of this Stipulation of Settlement or to opt-out of the Stipulation of  
6 Settlement; (4) the Court has held a formal fairness hearing and entered a final Order and Judgment  
7 certifying the Settlement Class and approving the Stipulation of Settlement; (5) if there are no objectors,  
8 within three (3) calendar days from the date the Court signs the final Order and Judgment; and (6) if  
9 there are objectors, sixty-five (65) calendar days have passed since the Court has entered a final Order  
10 and Judgment certifying the Settlement Class and approving the Stipulation of Settlement ; or, if any  
11 appeal, writ, or other appellate proceeding opposing the Court’s final Order approving the Stipulation of  
12 Settlement has been filed, seven (7) calendar days after any appeal, writ, or other appellate proceedings  
13 opposing the Stipulation of Settlement has been finally and conclusively dismissed with no right to  
14 pursue further remedies or relief.

15           24.     “Individual Settlement Payment” means each Participating Class Member’s share of  
16 the Net Settlement Amount, to be distributed to the Class Members.

17           25.     “Labor and Workforce Development Agency Payment” means the amount that the  
18 Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) in  
19 connection with the Labor Code Private Attorneys General Act of 2004, California Labor Code  
20 section 2698, *et seq.* (“PAGA”). The Parties have agreed that Twenty-Five Thousand Dollars and  
21 Zero Cents (\$25,000.00) from the Maximum Settlement Amount will be designated for satisfaction of  
22 Plaintiff’s and Class Members’ PAGA claims. Pursuant to PAGA, 75%, *i.e.*, Eighteen Thousand  
23 Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00), of this sum will be paid to the LWDA and  
24 25%, *i.e.*, Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00), will be distributed to  
25 Participating Class Members as part of the Net Settlement Amount.

26           26.     “Maximum Settlement Amount” means the maximum settlement amount of Nine  
27 Hundred Thousand Nine Hundred Ninety Nine Dollars and Zero Cents (\$999,999.00) to be paid by  
28 Defendant in full satisfaction of all claims arising from the Action, which includes all attorneys’ fees,

1 costs, the enhancement awards, the amount attributable to payments pursuant to PAGA, and claims  
2 administration costs. This Maximum Settlement Amount has been agreed to by Plaintiff and  
3 Defendant based on the aggregation of the agreed-upon settlement value of individual claims.  
4 Defendant's share of payroll taxes will be funded by Defendant in addition to the Maximum  
5 Settlement Amount. The Claims Administrator will then be responsible for making appropriate  
6 deductions, reporting obligations, and issuing the individual settlement awards. The expiration date  
7 on the settlement checks will be one hundred and eighty (180) calendar days from the date the  
8 settlement checks are issued. All uncashed funds will be forwarded to the California Controller  
9 Unclaimed Property Fund in the name of the Class Member.

10 27. "Net Settlement Amount" means the portion of the Maximum Settlement Amount  
11 remaining after deduction of the approved Class Representative Enhancement Payment, Claims  
12 Administration Costs, Labor and Workforce Development Agency Payment, and the Attorneys' Fees  
13 and Costs. The Net Settlement Amount will be distributed to Participating Class Members.

14 28. "Notice of Objection" means a Class Member's valid and timely written objection to  
15 the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the case name  
16 and number; (b) the objector's full name, signature, address, and telephone number; (c) the last four  
17 digits of the objector's Social Security number; (d) the objector's dates of employment with  
18 Defendant; (e) a written statement of all grounds for the objection accompanied by any legal support  
19 for such objection; and (f) copies of any papers, briefs, or other documents upon which the objection  
20 is based.

21 29. "Notice Packet" means the Notice of Class Action Settlement, Request for Exclusion  
22 From Class ("Opt-Out) Form, and Objection Form are attached hereto as Exhibits "A, B, and C".

23 30. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either  
24 Plaintiff or Defendant.

25 31. "Participating Class Members" means all Class Members who do not request an  
26 exclusion.

27 32. "Plaintiff" means Gustavo A. Santos Orozco.

28

1           33.    “Preliminary Approval” means the Court order granting preliminary approval of the  
2 Settlement Agreement.

3           34.    “Released Claims” includes all claims include all claims under state, or local law,  
4 whether statutory, common law, or administrative law, arising out of the claims expressly pleaded in the  
5 Action and all other claims that could have been pleaded based on the facts pleaded in the Action  
6 including: failure to pay minimum and overtime wages; failure to pay for or provide meal and rest  
7 periods, failure to pay all wages due to discharged or quitting employees; failure to provide accurate  
8 wage statements; alleged violation of Business and Professions Code Section 17200, based on the  
9 alleged labor code violations including, but not limited to, injunctive relief; liquidated damages;  
10 penalties, civil penalties, including claims under the Private Attorneys General Act of 2004 (“PAGA”)  
11 penalties based on the alleged labor code violations, and statutory penalties; interest; fees; costs; and all  
12 other claims and allegations made or that could have been made in the Action based on the facts as plead  
13 in the Action during the Class Period.

14           35.    “Released Claims Period” means the period from November 30, 2013 through January  
15 30, 2019.

16           36.    “Released Parties” means Defendant and any of its officers, directors, employees and  
17 agents, successors and assigns.

18           37.    “Request for Exclusion” means a timely letter submitted by a Class Member indicating  
19 a request to be excluded from the settlement. The Request for Exclusion must: (a) be signed by the  
20 Class Member; (b) contain the name, address, telephone number, and the last four digits of the Social  
21 Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member  
22 does not wish to be included in the settlement; (d) be returned by fax or mail to the Claims  
23 Administrator at the specified address and/or facsimile number; and, (e) be postmarked or faxed on or  
24 before the Response Deadline. The date of the fax or postmark on the return mailing envelope will be  
25 the exclusive means to determine whether a Request for Exclusion has been timely submitted. A  
26 Class Member who does not request exclusion from the settlement will be deemed a Class Member  
27 and will be bound by all terms of the settlement, if the settlement is granted final approval by the  
28 Court.





1 null and void and shall not be admissible for any purpose whatsoever.

2 44. Class Representative and Class Counsel will fairly and adequately protect the interests  
3 of the Settlement Class; should this Settlement not be approved or be terminated, this stipulation shall  
4 be null and void and shall not be admissible for any purpose whatsoever.

5 45. With respect to the Settlement Class, Class Representative believes that questions of  
6 law and fact common to the members of the Settlement Class predominate over any questions  
7 affecting any individual member in such Class, and a class action is superior to other available means  
8 for the fair and efficient adjudication of the controversy.

9 **TERMS OF AGREEMENT**

10 46. NOW, THEREFORE, in consideration of the mutual covenants, promises and  
11 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

12 47. Funding of the Settlement Amount. Within seven (7) calendar days after the Effective  
13 Date, the Claims Administrator will provide the Parties with an accounting of the amounts to be paid  
14 by Defendant pursuant to the terms of the Settlement. Within twenty-one (21) calendar days of the  
15 Effective Date, Defendant will make a one-time deposit of Nine Hundred Thousand Nine Hundred  
16 Ninety Nine Dollars and Zero Cents (\$999,999.00) for payment of all Court approved and claimed  
17 amounts from the Maximum Settlement Amount into a Qualified Settlement Account to be established  
18 by the Claims Administrator. Within ten (10) calendar days of the funding of Maximum Settlement  
19 Amount, the Claims Administrator will issue payments to (a) Participating Class Members; (b) the  
20 Labor and Workforce Development Agency ("LWDA"); (c) Plaintiff; and (d) Class Counsel. The  
21 Claims Administrator will also issue a payment to itself for Court-approved services performed in  
22 connection with the settlement.

23 48. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application  
24 or motion by Class Counsel for Attorneys' Fees and Costs of not more than thirty-three and one third  
25 percent (33 1/3%) of the Maximum Settlement, *i.e.*, up to Three Hundred Thirty Three Thousand  
26 Three Hundred Thirty Three Dollars and Zero Cents (\$333,333.00) in attorneys' fees, plus the  
27 reimbursement of reasonable costs and expenses associated with Class Counsel's litigation and  
28 settlement of the Action, not to exceed Twenty Thousand Dollars (\$20,000), both of which will be

1 paid from the Maximum Settlement Amount.

2       49.    Class Representative Enhancement Payment. In exchange for a general release of all  
3 claims, and in recognition of his effort and work in prosecuting the Action on behalf of Class  
4 Members and negotiating the Settlement, Defendant agrees not to oppose or impede any application or  
5 motion for Class Representative Enhancement Payment of up to Six Thousand Five Hundred Dollars  
6 and Zero Cents (\$6,500.00) to the Class Representative. The Class Representative Enhancement  
7 Payment, which will be paid from the Maximum Settlement Amount, will be in addition to Plaintiff's  
8 Individual Settlement Payment paid pursuant to the Settlement. The Class Representative agrees to  
9 execute a separate general release of all claims, including a waiver of California Civil Code section  
10 1542, expressly excluding his pending workers compensation claim, against Defendant for this  
11 payment. The Claims Administrator will issue an IRS Form 1099 for the enhancement payment to the  
12 Class Representative, and the Class Representative shall be solely and legally responsible for correctly  
13 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.  
14 The Class Representative agrees to indemnify and hold Defendant harmless from any claim or liability  
15 for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payment.  
16 Should the Court approve the enhancement payment to the Class Representative in an amount less  
17 than that set forth above, the difference between the lesser amount approved by the Court and the  
18 service payment shall increase the Net Settlement Amount.

19       50.    Claims Administration Costs. The Claims Administrator will be paid for the reasonable  
20 costs of administration of the Settlement and distribution of payments from the Maximum Settlement  
21 Amount, which is currently estimated not to exceed Ten Thousand Dollars (\$10,000). These costs,  
22 which will be paid from the Maximum Settlement Amount, will include, *inter alia*, the required tax  
23 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, translating  
24 the Notice Packet into Spanish, distributing the Notice Packet, calculating and distributing the  
25 Maximum Settlement Amount and Attorneys' Fees and Costs, and providing necessary reports and  
26 declarations.

27       51.    Labor and Workforce Development Agency Payment. Subject to Court approval, the  
28 Parties agree that the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) from the

1 Maximum Settlement Amount will be designated for satisfaction of Plaintiff's and Class Members'  
2 PAGA claims. Pursuant to PAGA, 75%, *i.e.*, Eighteen Thousand Seven Hundred Fifty Dollars and  
3 Zero Cents (\$18,750.00), of this sum will be paid to the LWDA and 25%, *i.e.*, Six Thousand Two  
4 Hundred Fifty Dollars and Zero Cents (\$6,250.00), will be distributed to Participating Class Members  
5 as part of the Net Settlement Amount.

6 52. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual  
7 Settlement Payments to Participating Class Members from the Settlement Class in accordance with the  
8 terms of this Agreement.

9 53. Acknowledgement of Potential Administration Cost Increases. The Parties hereby  
10 acknowledge that Claims Administration Costs may increase above the current estimate of Ten  
11 Thousand Dollars (\$10,000) and that any such additional Claims Administration Costs will be taken  
12 out of the Maximum Settlement Amount. Any portion of the estimated or designated Class  
13 Administration Costs which are not in fact required to fulfill the total Class Administration Costs will  
14 become part of the Net Settlement Amount.

15 54. Individual Settlement Payment Calculations. Individual Settlement Payments will be  
16 calculated and apportioned from the Net Settlement Amount based on the number of Work Shifts a  
17 Class Member worked during the Class Period. Specific calculations of Individual Settlement  
18 Payments will be made as follows:

19 a. The Claims Administrator will calculate the number of Work Shifts worked by  
20 each Class Member ("Individual Work Shifts") during the Class Period, the amount to be paid per  
21 Work Shift, and the individual settlement awards to eligible Class Members.

22 b. Defendant's Work Shift data will be presumed to be correct, unless a particular  
23 Class Member proves otherwise to the Claims Administrator by credible evidence. All Work Shift  
24 disputes will be resolved and decided by the Claims Administrator, and the Claims Administrator's  
25 decision on all Work Shift disputes will be final and non-appealable.

26  
27 c. The individual settlement awards will be determined by dividing the Net  
28 Settlement Amount by the total number of Work Shifts for the entire Settlement Class resulting in the

1 Work Shift Value, and then multiplying the Work Shift Value by the number of Work Shifts worked  
2 by each Participating Class Member.

3 55. Settlement Awards Do Not Trigger Additional Benefits. All settlement awards to Class  
4 Members shall be deemed to be paid to such Class Members solely in the year in which such  
5 payments actually are received by the Class Members. It is expressly understood and agreed that the  
6 receipt of such individual settlement awards will not entitle any Class Member to additional  
7 compensation or benefits under any company bonus, contest or other compensation or benefit plan or  
8 agreement in place during the period covered by the Settlement, nor will it entitle any Class Member  
9 to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It  
10 is the intent of this Settlement that the individual settlement awards provided for in this Settlement are  
11 the sole payments to be made by Defendant to the Class Members, and that the Class Members are not  
12 entitled to any new or additional compensation or benefits as a result of having received the individual  
13 settlement awards (notwithstanding any contrary language or agreement in any benefit or  
14 compensation plan document that might have been in effect during the period covered by this  
15 Settlement).

16 56. Claims Administration Process. The Parties agree to cooperate in the administration of  
17 the settlement and to make all reasonable efforts to control and minimize the costs and expenses  
18 incurred in administration of the Settlement.

19 57. Delivery of the Class Data. Within fourteen (14) calendar days of Preliminary  
20 Approval, Defendant will provide the Class Data to the Claims Administrator.

21 58. Notice by First-Class U.S. Mail. Within twenty-one (21) calendar days of Preliminary  
22 Approval, the Claims Administrator shall mail a Notice Packet in English and Spanish to all Class  
23 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses  
24 identified in the Class List.

25 59. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Claims  
26 Administrator will perform a search based on the National Change of Address Database or any other  
27 similar services available, such as provided by Experian, for information to update and correct for any  
28 known or identifiable address changes. The Claims Administrator will skip-trace return mail and re-

1 mail the Notice Packet within five (5) calendar days.

2       60. Time for Objections. The Class Members will then have forty-five (45) days in which  
3 to postmark or fax dispute of Work Shifts, Requests for Exclusion, or Objections.

4       61. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice  
5 Packet will provide: (a) information regarding the nature of the Action; (b) a summary of the  
6 Settlement's principal terms; (c) the Settlement Class definition; (d) the total number of Work shifts  
7 each respective Class Member worked for Defendant during the Class Period; (e) each Class  
8 Member's estimated Individual Settlement Payment and the formula for calculating Individual  
9 Settlement Payments; (f) the dates which comprise the Class Period; (g) information regarding  
10 disputing Work Shifts; (h) Requests for Exclusion Form; (i) Objection Form; (j) the deadlines by  
11 which the Class Member must fax or postmark dispute of Work Shifts, Requests for Exclusion, or  
12 mail Objection Form; (k) the claims to be released, as set forth herein; and (l) the date for the Final  
13 Approval Hearing.

14       62. Disputed Information on Notice Packets. Class Members will have an opportunity to  
15 dispute the information provided in their Notice Packets. To the extent Class Members dispute the  
16 number of Work Shifts to which they have been credited or the amount of their Individual Settlement  
17 Payment, Class Members may produce evidence to the Claims Administrator showing that such  
18 information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will  
19 be presumed determinative. However, if a Class Member produces evidence to the contrary, the  
20 Parties will evaluate the evidence submitted by the Class Member and the Claims Administrator will  
21 make the final decision as to the number of eligible Work Shifts that should be applied and/or the  
22 Individual Settlement Payment to which the Class Member may be entitled.

23       63. Settlement Checks. Any Individual Settlement Payment checks issued by the Claims  
24 Administrator to Class Members will be valid and negotiable for at least one hundred eighty (180)  
25 calendar days after they are issued. After the expiration of the 180-day period, the Claims  
26 Administrator will prepare a report regarding the distribution of the Maximum Settlement Amount,  
27 including the total amount that was actually paid to Class Members and the total amount that was not  
28 cashed or deposited ("Final Report"), to be filed with the Court. After the Final Report is filed, the

1 funds represented by settlement checks returned as undeliverable and those settlement checks that  
2 have not been cashed or deposited for more than one hundred eighty (180) calendar days after  
3 issuance will be forwarded to the California Controller Unclaimed Property Fund in the name of the  
4 Class Member.

5 64. Request for Exclusion Procedures. Any Class Member wishing to be excluded from the  
6 Settlement Agreement must complete, sign and postmark or fax the Request for Exclusion Form to the  
7 Claims Administrator within the Response Deadline. The date of fax or the postmark on the return  
8 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been  
9 timely submitted. All Requests for Exclusion will be submitted to the Claims Administrator, who will  
10 certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely  
11 submitted. Any Class Member who submits a Request for Exclusion is prohibited from making any  
12 objection to the Settlement Agreement.

13 65. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class  
14 Member who does not affirmatively Request Exclusion of the Settlement Agreement by submitting a  
15 timely and valid Request for Exclusion Form will be bound by all of its terms, including those  
16 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it  
17 grants final approval to the Settlement.

18 66. Objection Procedures. To object to the Settlement Agreement, a Class Member must  
19 postmark a valid Objection Form to the Claims Administrator on or before the Response Deadline.  
20 The Objection Form must be signed by the Class Member and contain all information required on the  
21 Objection Form. The postmark date will be deemed the exclusive means for determining that the  
22 Objection Form is timely. Class Members who fail to object in the specific and technical manner  
23 specified above will be deemed to have waived all objections to the Settlement and will be foreclosed  
24 from making any objections and seeking any adjudication or review, whether by appeal or otherwise,  
25 to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or  
26 otherwise encourage Class Members to submit written objections to the Settlement Agreement or  
27 appeal from the Order and Judgment. Class Counsel will not represent any Class Members with  
28 respect to any such objections to this Settlement. Class Member who object may retain counsel to

1 represent them at their own expense.

2       67. Certification Reports Regarding Individual Settlement Payment Calculations. The  
3 Claims Administrator will provide Defendant's counsel and Class Counsel a weekly report which  
4 certifies: (a) the number of Participating Class Members from the Settlement Class who have  
5 submitted a dispute of Work Shifts; (b) the number of Class Members who have submitted valid  
6 Requests for Exclusion or objections; and (c) whether any Class Member has submitted a challenge to  
7 any information contained in their Notice Packet. Additionally, the Claims Administrator will provide  
8 to counsel for both Parties any updated reports regarding the administration of the Settlement  
9 Agreement as needed or requested.

10       68. Payroll Taxes. In accordance with this Settlement, the transfer of the Maximum  
11 Settlement Amount of Nine Hundred Thousand Nine Hundred Ninety Nine Dollars and Zero Cents  
12 (\$999,999.00) approved by the Court shall, to the fullest extent possible, resolve, satisfy and  
13 completely extinguish all of Defendant's liability with respect to the Settlement Class except that  
14 Defendant shall solely be responsible for the employer portion of the payroll taxes and shall fund the  
15 employer's portion of the payroll taxes in addition to the Maximum Settlement Amount. Upon the  
16 transfer of funds to the Claims Administrator, Defendant shall have no further payment or defense  
17 obligation whatsoever with respect to any claims covered by this Settlement made or asserted by any  
18 person or entity in connection with the Class Members.

19       69. Certification of Completion. Upon completion of administration of the Settlement, the  
20 Claims Administrator will provide a written declaration under oath to certify such completion to the  
21 Court and counsel for all Parties.

22       70. Treatment of Individual Settlement Payments. All Individual Settlement Payments will  
23 be allocated as follows: 20% of each Individual Settlement Payment will be allocated as alleged  
24 unpaid wages, 40% will be allocated as interest and the remaining 40% will be allocated as penalties.  
25 The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to  
26 interest and penalties will be reported on an IRS Form-1099 by the Claims Administrator.

27       71. Administration of Taxes by the Claims Administrator. The Claims Administrator will  
28 be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2,



1 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement.  
2 The Claims Administrator will also be responsible for forwarding all payroll taxes and penalties to the  
3 appropriate government authorities.

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

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

1 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX  
2 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED  
3 BY THIS AGREEMENT.

4 74. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
5 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
6 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
7 of action or right herein released and discharged.

8 75. Release of Claims by Class Members. Upon the Court signing the order granting final  
9 approval, Plaintiff and all Class Members who do not Request Exclusion will be deemed to have fully,  
10 finally and forever released, settled, compromised, relinquished, and discharged with respect to all of  
11 the Released Parties for any and all Released Claims that accrued during the Released Claims Period.

12 76. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this  
13 Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and  
14 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution  
15 of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order:

16 a. Scheduling a fairness hearing on the question of whether the proposed  
17 settlement, including payment of attorneys' fees and costs, and the Class Representative's  
18 enhancement payment, should be finally approved as fair, reasonable and adequate as to the members  
19 of the Settlement Class;

20 b. Conditionally certifying the Settlement Class for settlement purposes only;

21 c. Approving, as to form and content the proposed Notice Packet;

22 d. Approving the manner and method for Class Members to request exclusion from  
23 the Settlement as contained herein and within the Notice Packet;

24 e. Directing the mailing of the Notice Packet, by first class mail to the Class  
25 Members; and

26 f. Preliminarily approving the Settlement subject only to the objections of Class  
27 Members and final review by the Court.

28 ///

1           77.    Duties of the Parties Following Final Court Approval. Following final approval by the  
2 Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a  
3 proposed final order of approval and judgment:

4                   a.    Approving the Settlement, adjudging the terms thereof to be fair, reasonable and  
5 adequate, and directing consummation of its terms and provisions;

6                   b.    Approving Class Counsel's application for an award of attorneys' fees and  
7 costs;

8                   c.    Approving the Class Representative Enhancement Payment to the Class  
9 Representative;

10                  d.    Setting a date when the Parties shall report to the court the total amount that was  
11 actually paid to the Class Members; and

12                  e.    Entering judgment in this Action barring and enjoining all members of the  
13 Settlement Class who did not opt-out from prosecuting against any of the Released Parties, any  
14 individual or class, collective or representative claims released herein pursuant to the Settlement  
15 Agreement, upon satisfaction of all payments and obligations hereunder.

16           78.    Nullification of Settlement Agreement. In the event that: (a) the Court does not finally  
17 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other  
18 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be  
19 null and void. Any order or judgment entered by the Court in furtherance of this Settlement  
20 Agreement will likewise be treated as void from the beginning.

21           79.    Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to  
22 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
23 Approval Order for: (a) conditional class and collective action certification of the Settlement Class for  
24 settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c)  
25 setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will  
26 provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with  
27 the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth  
28 the terms of this Settlement, and will include the proposed Notice Packet. Class Counsel will be

1 responsible for drafting all documents necessary to obtain preliminary approval. Defendant agrees not  
2 to oppose the Motion for Preliminary Approval.

3       80.    Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the  
4 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the  
5 Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the  
6 Final Approval of the Settlement Agreement along with the amounts properly payable for (a)  
7 Individual Settlement Payments; (b) the LWDA Payment; (c) the Attorneys' Fees and Costs; (d) the  
8 Class Representative Enhancement Payment; and (e) all Claims Administration Costs. The Final  
9 Approval/Settlement Fairness Hearing will not be held earlier than thirty (30) calendar days after the  
10 Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain  
11 final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs  
12 application to be heard at the final approval hearing.

13       81.    Revocation of Settlement Agreement (by Defendant). If ten percent (10%) or more of the  
14 Class Members opt out of the Settlement, Defendant may, at its election, rescind the Settlement and all  
15 actions taken in furtherance of it will thereby be null and void. Defendant must exercise this right of  
16 rescission, in writing, to Class Counsel within ten (10) calendar days after the Claims Administrator  
17 notifies the Parties of a greater than ten percent (10%) opt-out rate. If the option to rescind is exercised,  
18 then Defendant shall be solely responsible for all costs of the claims administration accrued to that point.

19       82.    Escalation Clause. Defendant confirm that, based on its calculations, the total work  
20 shifts will be in the range of 135,000 to 162,000 during the Class Period. In the event the total number  
21 of work shifts increase by more than five percent (5%), i.e., 170,100 by the end of the Class Period, the  
22 Net Settlement Amount shall be increased by determining the work shift value calculated off of 170,100  
23 work shifts and multiplied by the additional number of work shifts. For instance, if the work shift value  
24 is \$10.00 per work shift and the total number of work shifts during the Class Period is 175,000 the Net  
25 Settlement Amount shall be increased by \$49,000 ( $175,000 - 170,100 = 4,900 \times \$10.00$ ). That is,  
26 Defendant shall pay an additional \$49,000 in order to increase the Net Settlement Amount.

27       83.    Termination of Settlement. Either Party may terminate this Settlement if the Court  
28 declines to enter the Preliminary Approval Order, the Final Approval Order or final judgment in

1 substantially the form submitted by the Parties, or the Settlement Agreement as agreed does not  
2 become final because of appellate court action. The terminating Party shall give to the other Party  
3 (through its counsel) written notice of its decision to terminate no later than ten (10) calendar days  
4 after receiving notice that one of the enumerated events has occurred. Termination shall have the  
5 following effects:

6 a. The Settlement Agreement shall be terminated and shall have no force or effect,  
7 and no Party shall be bound by any of its terms;

8 b. In the event the Settlement is terminated, Defendant shall have no obligation to  
9 make any payments to any party, class member or attorney, except that the terminating Party shall pay  
10 the Claims Administrator for services rendered up to the date the Claims Administrator is notified that  
11 the settlement has been terminated;

12 c. The Preliminary Approval Order, Final Approval Order and Judgment, including  
13 any order of class or collective action certification, shall be vacated;

14 d. The Settlement Agreement and all negotiations, statements and proceedings  
15 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be  
16 restored to their respective positions in the Action prior to the settlement;

17 e. Neither this Stipulated Settlement, nor any ancillary documents, actions,  
18 statements or filings in furtherance of settlement (including all matters associated with the mediation)  
19 shall be admissible or offered into evidence in the Action or any other action for any purpose  
20 whatsoever.

21 **84. Judgment and Continued Jurisdiction.** Upon final approval of the Settlement by the  
22 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to  
23 the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court. After entry of the  
24 Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the  
25 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters,  
26 and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this  
27 Agreement. In compliance with Rule 3.771(b) of the California Rules of Court, the Settlement  
28 Administrator shall post a copy of the Judgment on its website for a period of at least thirty (30) days.

1           85.    Exhibits Incorporated by Reference. The terms of this Agreement include the terms set  
2 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
3 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

4           86.    Confidentiality. The Class Representative and Class Counsel will not make any public  
5 disclosure of the Settlement until after the Motion for Preliminary Approval is filed. Class Counsel  
6 will take all steps necessary to ensure the Class Representative is aware of, and will encourage him to  
7 adhere to, the restriction against any public disclosure of the Settlement until after the Motion for  
8 Preliminary Approval is filed. Class Counsel will not include or use the settlement for any marketing  
9 or promotional purposes. Class counsel will not be deemed in breach of this section unless notice is  
10 provided by Defendant and Class Counsel is given ten (10) business days to cure.

11           Following preliminary approval of the Settlement, the Class Representative and Class Counsel  
12 will not have any communications with any media other than to direct any media inquiries to the  
13 public records of the Action on file with the Court. Nothing herein will restrict Class Counsel from  
14 including publicly available information regarding this settlement in future judicial submissions  
15 regarding Class Counsel's qualifications and experience. Nothing contained herein shall restrict Class  
16 Counsel's ability to communicate with Class Members.

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

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

26           89.    Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and  
27 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
28 Agreement and to take all appropriate action required or permitted to be taken by such Parties

1 pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents  
2 required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will  
3 cooperate with each other and use their best efforts to effect the implementation of the Settlement. If  
4 the Parties are unable to reach agreement on the form or content of any document needed to  
5 implement the Settlement, or on any supplemental provisions that may become necessary to effectuate  
6 the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such  
7 disagreement.

8 90. Signatories. It is agreed that because the members of the Class are so numerous, it is  
9 impossible or impractical to have each member of the Class execute this Settlement Agreement. The  
10 Notice of Pendency of Class Action and Proposed Settlement, attached hereto as Exhibit "A," will  
11 advise all Class Members of the binding nature of the release, and the release shall have the same  
12 force and effect as if this Settlement Agreement were executed by each member of the Class.

13 91. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
14 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

15 92. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto  
16 will be governed by and interpreted according to the laws of the State of California.

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

22 94. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
23 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at  
24 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into  
25 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
26 represented by competent counsel and that they have had an opportunity to consult with their counsel  
27 regarding the fairness and reasonableness of this Agreement. In addition, the Court may, in its  
28 discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is

1 objectively fair and reasonable.

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

6 96. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this  
7 Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms  
8 herein.

9 97. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
10 and collective action certification for purposes of this Settlement only; and either party may appeal  
11 any court order that materially alters the Settlement Agreement's terms.

12 98. Non-Admission of Liability. The Parties enter into this Agreement to resolve the  
13 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.  
14 In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any  
15 state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute  
16 or any other applicable laws, regulations or legal requirements; breached any contract; violated or  
17 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful  
18 conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor  
19 any of the negotiations connected with it, shall be construed as an admission or concession by  
20 Defendant of any such violations or failures to comply with any applicable law. Except as necessary  
21 in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions  
22 shall not be offered or received as evidence in any action or proceeding to establish any liability or  
23 admission on the part of Defendant or to establish the existence of any condition constituting a  
24 violation of, or a non-compliance with state, federal, local or other applicable law.

25 99. Captions. The captions and section numbers in this Agreement are inserted for the  
26 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
27 provisions of this Agreement.

28 ///



1           100. Waiver. No waiver of any condition or covenant contained in this Agreement or failure  
2 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a  
3 further waiver by such party of the same or any other condition, covenant, right or remedy.

4           101. Enforcement Actions. In the event that one or more of the Parties institutes any legal  
5 action or other proceeding against any other Party or Parties to enforce the provisions of this  
6 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties  
7 will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and  
8 statutory costs, including expert witness fees incurred in connection with any enforcement actions.

9           102. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
10 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against  
11 one party than another merely by virtue of the fact that it may have been prepared by counsel for one  
12 of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all  
13 Parties have contributed equally to the preparation of this Agreement.

14           103. Representation By Counsel. The Parties acknowledge that they have been represented  
15 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this  
16 Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further,  
17 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

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

23           106. Integration Clause. This Settlement Agreement contains the entire agreement between  
24 the Parties relating to the settlement and transaction contemplated hereby, and all prior or  
25 contemporaneous agreements, understandings, representations, and statements, whether oral or written  
26 and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be  
27 waived except in writing.

28 ///

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

6 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint  
7 Stipulation of Class and Collective Action Settlement and Release between Plaintiff and Defendant as  
8 of the date(s) set forth below:

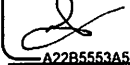
9 **SIGNATURES**

10 **READ CAREFULLY BEFORE SIGNING**

11  
12  
13 Dated: 2/6/2020  
\_\_\_\_\_

**PLAINTIFF**

DocuSigned by:



A22B5553A58C410

\_\_\_\_\_  
Plaintiff Gustavo A. Santos Orozco

**DEFENDANT**

Beaumont Juice, Inc. dba Perricone Juices

18 Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert Rovzar  
Chief Executive Officer

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11 **PLAINTIFF**

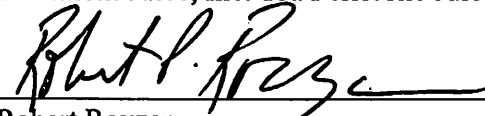
12  
13 Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Gustavo A. Santos Orozco

14  
15 **DEFENDANT**

16  
17 Beaumont Juice, Inc. dba Perricone Juices

18 Dated: 2/5/2020

19   
\_\_\_\_\_  
Robert Rovzar  
Chief Executive Officer