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7 UNITED STATES DISTRICT COURT  
8 CENTRAL DISTRICT OF CALIFORNIA  
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10  
11 Andres Campos, an individual, on behalf of  
himself and all others similarly situated,

12 Plaintiff,

13 vs.  
14

15 Converse, Inc. and Does 1 through 10,

16 Defendants.  
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**Case No. 5:20-cv-01576-JGB-SP  
CLASS ACTION**

**Amended Joint Stipulation of Class Action  
Settlement**



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1 This Joint Stipulation of Settlement (“Joint Stipulation” or “Settlement”) is entered into between  
2 Andres Campos (the “Representative Plaintiff”) and Defendant Converse, Inc. (“Converse” or  
3 “Defendant”). This Joint Stipulation is subject to approval of the Court and is made for the sole  
4 purpose of attempting to consummate settlement of this Action on a class-wide basis subject to the  
5 following terms and conditions. If the Court does not enter an order granting final approval of the Joint  
6 Stipulation or the condition precedents are not met for any reason, this Joint Stipulation shall be void  
7 and shall be of no force or effect whatsoever.

8 **SECTION 1 - DEFINITIONS**

9  
10 For the purposes of this Joint Stipulation, the following terms shall carry the following  
11 accompanying definitions. To the extent the terms or phrases used in this Joint Stipulation are not  
12 specifically defined below, but are defined elsewhere in this Joint Stipulation, they are incorporated by  
13 referenced into this definitions section.

14 **1. “Action”**

15 The action entitled *Campos v. Converse, Inc., et al.* pending in the District Court of the United  
16 States for the Central District of California, Case No. 5:20-cv-01576-JGB-SP.

17 **2. “Administrative Expenses”**

18 All court-approved costs and expenses associated with the Settlement Administrator.

19 **3. “Claims”**

20 All claims referenced in the release in Section 10 of this Joint Stipulation.

21 **4. “Class”**

22 The aggregate group of Class Members.

23 **5. “Class Counsel”**

24 Lonnie C. Blanchard III of The Blanchard Law Group, APC and Peter R. Dion-Kindem of Peter  
25 R. Dion-Kindem, P.C.

1 **6. “Class Member(s)” or “Members of the Class”**

2 Class 1. Unpaid Wages Class

3 All non-exempt employees employed by Converse, Inc. at any of Converse, Inc.’s  
4 two warehouse facilities in California at any time during the period beginning  
5 preliminary approval or as otherwise determined by the Court.

6 Class 2. Section 203 Class

7 All members of any of Class 1 who, during the period beginning three years prior  
8 to the date of the filing of this action and ending on the date of preliminary  
9 approval or as otherwise determined by the Court, were either voluntarily or  
10 involuntarily separated from their employment.

11 **7. “Class Member Share”**

12 The amount of money allocated to each Class Member pursuant to Section 6 of this Joint  
13 Stipulation.

14 **8. “Class Notice” or “Notice”**

15 The Court-approved form of notice to Class Members, substantially in the form attached as  
16 Exhibit 1 hereto, which will, among other things, notify Class Members of the preliminary approval of  
17 the settlement and the scheduling of the Final Approval Hearing.

18 **9. “Class Period”**

19 The period beginning May 29, 2016 and ending on the date of preliminary approval of the  
20 Settlement.

21 **10. “Class Released Claims”**

22 The claims released as more fully set forth in Section 10 of this Joint Stipulation.

23 **11. “Complaint”**

24 The operative Complaint filed by the Representative Plaintiff in this Action.

25 **12. “Court”**

26 The United States District Court for the Central District of California.

27 **13. “Defendant”**

28 Converse, Inc.

1 **14. “Defendant’s Counsel”**

2 Matthew A. Tobias, Limore Torbati, and Bryanne Lewis of Sheppard, Mullin, Richter &  
3 Hampton.

4 **15. “Effective Date”**

5 The Effective Date of the Settlement shall be the date when all of the following events have  
6 occurred: (a) this Joint Stipulation has been executed by the Representative Plaintiff, Class Counsel,  
7 Defendant and Defendant’s Counsel; (b) the Court has given preliminary approval to the Joint  
8 Stipulation; (c) notice has been given to the Class Members providing them with an opportunity to opt  
9 out of the Settlement; (d) the Court has held a Final Approval Hearing and entered a final order and  
10 judgment certifying the Class and approving this Joint Stipulation; and (e) the later of the following  
11 events: the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement has  
12 lapsed without any appeal, writ or other appellate proceeding having been filed; the dismissal of any  
13 appeal, writ, or other appellate proceeding opposing the Settlement with no right to pursue further  
14 remedies or relief; the issuance of a final appellate order upholding the Court’s final order with no right  
15 to pursue further remedies or relief.

16 **16. “Final Approval Hearing”**

17 The final hearing at which the Court approves the Settlement.

18 **17. “Judgment”**

19 A final order and judgment issued by the Court following the Final Approval Hearing.

20 **18. “Net Settlement Amount”**

21 The Total Settlement Amount less the following deductions:

- 22
- 23 a. the amounts payable to the Representative Plaintiff under Section 7 hereof and approved  
24 by the Court;
  - 25 b. the sum of up to \$150,000.00 as Attorney Fees to Class Counsel under Section 9 and  
26 approved by the Court;
- 27  
28



1 c. the sum of costs awarded to Class Counsel under Section 9 as approved by the Court,  
2 which shall not exceed \$15,000.00; and

3 d. the Administrative Expenses approved by the Court pursuant to this Joint Stipulation.

4 The net amount after deducting all those amounts is the Net Settlement Amount.

5 **19. “Objection Deadline”**

6 The date by which all objections to the Joint Stipulation as described more fully in this Joint  
7 Stipulation must be delivered to the Settlement Administrator. The Objection Deadline is 60 calendar  
8 days after the initial mailing of the Notice by the Settlement Administrator or other date approved by  
9 the Court.

10 **20. “Opt-Out Deadline”**

11 The date by which a Class Member must request to be excluded from the Class (hereinafter  
12 referred to at times as “opt-out”) in the manner provided in Section 5 of this Joint Stipulation or Court  
13 Order. The Parties agree to request an Opt-Out Deadline of 60 calendar days after the initial mailing of  
14 the Notice Form by the Settlement Administrator.

15 **21. “Order Granting Preliminary Approval”**

16 The order preliminarily approving the Joint Stipulation.

17 **22. “Parties”**

18 The Representative Plaintiff and Defendant.

19 **23. “Plaintiff”**

20 The Representative Plaintiff.

21 **24. “Releasees” or “Released Parties”**

22 Converse, Inc. and its past, present and future agents, employees, servants, officers, directors,  
23 partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity  
24 sponsors, related corporations, divisions, joint venturers, assigns, predecessors, successors, service  
25 providers, insurers, consultants, subcontractors, joint employers, alleged joint employers, dual  
26 employers, alleged dual employers, co-employers, alleged co-employers, alter-egos, alleged alter-egos,  
27  
28

1 vendors, temporary staffing providers, affiliates, employee benefit plans and fiduciaries thereof,  
2 affiliated organizations and entities, and all persons acting under, by, through or in concert with any of  
3 them.

4 **25. “Releasers”**

5 The Representative Plaintiff and all Settlement Class Members.

6 **26. “Representative Plaintiff”**

7 Plaintiff Andres Campos.

8 **27. “Settlement”**

9 The terms and conditions set forth in this Joint Stipulation.

10 **28. “Settlement Administrator”**

11 CPT Group, Inc.

12 **29. “Settlement Class Members”**

13 Those Class Members who have not opted out of this Settlement.

14 **30. “Total Settlement Amount”**

15 The amount of \$450,000.00.

16 **SECTION 2 - BRIEF DESCRIPTION OF THE ACTION**

17 **31. The Complaint**

18 Plaintiff’s operative Complaint alleges class action claims against Defendant alleging that  
19 Defendant committed various wage and hour violations relating to all non-exempt current and former  
20 employees who worked in California at either of its two warehouse facilities.

21 In the operative Complaint, Plaintiff alleges that he and the Class Members were not paid for all  
22 hours worked, that they were subject to the control of Defendant while passing through a mandatory  
23 exit security process but were not paid for that time, and that they were not provided with meal and rest  
24 periods in accordance with California law, among other claims, allegations, and legal theories. The  
25 Complaint seeks various remedies, including unpaid wages, Section 203 penalties, restitution, and  
26 disgorgement, attorney fees and costs, prejudgment interest, and other relief as may be deemed proper.  
27  
28

1 **32. Class Counsel’s Investigation and Opinions**

2 Class Counsel has conducted a significant investigation of the facts and law during the  
3 prosecution of this Action. Such investigation has included, *inter alia*, the exchange of information  
4 pursuant to informal and formal discovery, and the depositions of Plaintiff and of Defendant’s  
5 representatives. Class Counsel has further investigated the applicable law as applied to the facts  
6 discovered regarding the claims and damages claimed in the Action and the potential defenses thereto.  
7 In addition, the Parties engaged in mediated negotiations of this dispute with a well known,  
8 professional mediator, Steve Cerveris, experienced in wage and hour class actions.

9 Class Counsel believe that the Settlement is fair, reasonable, and adequate and is in the Class  
10 Members’ best interest in light of all known facts and circumstances, including the risk of significant  
11 delay and the numerous defenses Defendant is asserting. Class Counsel has advised the Representative  
12 Plaintiff of this Settlement.

13 **33. Defendant’s Denials of Liability**

14 Defendant has denied and continues to deny the claims asserted or attempted to be asserted in this  
15 Action. Without limitation, Defendant specifically denies that Defendant has failed to pay the  
16 Representative Plaintiff and Class Members for all hours worked pursuant to law, that Defendant has  
17 engaged in any conduct in violation of California Business & Professions Code §§ 17000 *et seq.* or  
18 17200 *et seq.*, that Defendant has failed to pay employees all amounts due at the time of separation,  
19 that Defendant owes any interest, attorney fees and costs, and/or penalties pursuant to California Labor  
20 Code §§ 203 or any other law. Defendant further denies all other claims raised, asserted, or attempted  
21 to be asserted in the Action. Defendant has asserted and continues to assert defenses to this Action and  
22 has expressly denied and continues to deny any wrongdoing or legal liability arising out of the Action.  
23 Neither the Settlement nor any action taken to carry out the Settlement is or may be construed or used  
24 as an admission, concession, or indication by or against Defendant or anyone else of any fault,  
25 wrongdoing, or liability.

1 **34. Bona Fide Dispute and Cooperation**

2 The Parties desire fully, finally, and forever to settle, compromise, and discharge all Claims  
3 arising from or related to the Action as more particularly set forth in Section 10 of this Settlement. The  
4 Parties agree that a bona fide dispute exists concerning the wages and other relief requested by Plaintiff  
5 in this Action. The Parties agree to cooperate and to take all steps reasonable, necessary and/or  
6 appropriate to effectuate this Settlement.

7 **SECTION 3 - GENERAL PROVISIONS**

8 **35. Conditional Certification**

9 The Parties agree that the conditional certification of the Class is for purposes of this Settlement  
10 only. If the Settlement does not become final or the Effective Date of the Settlement does not occur for  
11 whatever reason, the Parties' stipulation to class certification as part of the Settlement shall become  
12 null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the  
13 issue of whether certification would be appropriate in a non-settlement context, including in this Action  
14 or any other action. Defendant expressly reserves Defendant's rights and declares that Defendant  
15 intends to oppose class certification should this Settlement not become final.

16 **36. No Right to Appeal**

17 Neither Representative Plaintiff nor Defendant shall have any right to appeal any order or  
18 judgment finally approving this Settlement so long as the final approval order and Judgment is  
19 consistent with the terms of this Settlement.

20 **37. Financial Terms of Settlement**

21 The following amounts shall be subtracted from the Total Settlement Amount of \$450,000 to  
22 arrive at the Net Settlement Amount:

- 23
- 24 a. the amount payable to Representative Plaintiff under Section 7 hereof as approved by the  
25 Court;
  - 26 b. the sum of up to \$150,000.00 as Attorney Fees to Class Counsel as approved by the  
27 Court;
- 28

- 1 c. the sum of up to \$15,000.00 in costs awarded to Class Counsel as approved by the Court;  
2 and  
3 d. the Administrative Expenses approved by the Court pursuant to this Settlement.

4 **38. Calculation of Class Member Shares**

5 The Net Settlement Amount shall be allocated to every individual Settlement Class Member in  
6 accordance with the provisions of Section 6 of this Settlement.

7 **SECTION 4 - THE SETTLEMENT ADMINISTRATOR**

8 **39. General Duties of Settlement Administrator**

9 The Parties have selected CPT Group, Inc. as the Settlement Administrator to administer the  
10 Settlement and all orders of the Court. The duties of the Settlement Administrator shall include,  
11 without limitation: the printing and mailing of court-approved Notice Form to Class Members; taking  
12 all steps as are reasonably necessary to ensure Class Members timely receive a Notice including  
13 conducting a National Change of Address search before mailing the Notice Form; communicating with  
14 Class Members and others regarding any reasons as deemed reasonably necessary by the Settlement  
15 Administrator in order to ensure that the highest percentage of Class Members receive notice of this  
16 Settlement; the utilization of agreed methods to ensure the most up-to-date and accurate addresses for  
17 Class Members; conducting address searches on all returned, undelivered mail and re-mailing Notice  
18 Forms to Class Members for whom addresses are found; the providing of toll-free, live operator  
19 telephone support to receive telephone calls from Class Members or others regarding the claims  
20 process; the maintenance of appropriate databases to fulfill its duties; the receipt and control of all  
21 returned Notices Forms, requests for opt-out, and objections; the calculation of the Class Member  
22 Shares; the preparation of all necessary reports listing the Class Member Shares; periodic reporting to  
23 Class Counsel and Defendant's Counsel; the timely issuance and, if necessary, re-issuance of Class  
24 Members Shares checks to Settlement Class Members; conducting address searches for all Class  
25 Members Shares checks that are returned as undeliverable; all other duties referenced in this Settlement  
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1 that are to be performed by the Settlement Administrator; and any and all other duties as agreed to with  
2 Class Counsel consistent with the terms, purposes and goals of this Settlement.

3 **40. Qualified Settlement Fund**

4 The Parties agree that the Total Settlement Amount will be placed in an account held by the  
5 Settlement Administrator to effectuate the terms of this Settlement and the orders of the Court. The  
6 Parties agree that the settlement fund (1) shall be established pursuant to an order of the Court prior to  
7 the receipt of any monies from Defendant; (2) shall be established to resolve and satisfy the contested  
8 Claims that have resulted, or may result, from the matters that are the subject of this Action and that are  
9 released in Section 10 of this Settlement; and (3) that the fund or account that is established and its  
10 assets are segregated and shall be segregated (within a separately established fund or account) from the  
11 assets of Defendant and all other related persons. The Settlement Administrator shall be responsible for  
12 establishing, administering, and otherwise operating the settlement fund, including the preparation and  
13 filing of federal, state, and local tax returns. The Settlement Administrator shall also be responsible for  
14 preparing and issuing all checks to the Settlement Class Members, the check to the Representative  
15 Plaintiff, all checks to Class Counsel, all checks for claims administration costs and expenses that are  
16 approved by the Court, and any other payments included in this Settlement and approved by the Court.

17 Within thirty (30) days after the Court finally approves the Settlement, Defendant shall deposit  
18 the necessary funds to make all payments approved by the Court, provided said amounts are consistent  
19 with this Settlement.

20 **41. Other Provisions**

21 All disputes relating to the Settlement Administrator's duties or performance thereof shall be  
22 resolved by the Court.

23 If it becomes necessary to replace the Settlement Administrator, Class Counsel and Defendant's  
24 Counsel shall confer and select, if able, a replacement Settlement Administrator. If Counsel are unable  
25 to agree on a replacement Settlement Administrator, they shall notify the Court and file an appropriate  
26 motion seeking an order by the Court appointing a replacement Settlement Administrator.

1 **SECTION 5 - NOTICES TO CLASS MEMBERS**

2 **42. Information to be provided to Settlement Administrator by Defendant**

3 Within thirty (30) calendar days following the date of entry of the Court’s Order granting  
4 Preliminary Approval, Defendant shall provide the Settlement Administrator with the following  
5 information for each Class Member: name, last-known address, social security number (if available to  
6 Defendant), and gross wages paid by Defendant to each Class Member during the Class Period. If any  
7 of that data is not available for a Class Member, Defendant will so advise Class Counsel and the Parties  
8 will endeavor prior to the date for submitting data to the Settlement Administrator to use available  
9 means to reconstruct, if possible, the data for the Class Member or otherwise agree on the data for a  
10 Class Member. If the Parties are unable to reconstruct the data or otherwise agree, the Parties will  
11 submit the dispute to the Court.

12 **43. Notice to Class Members**

13 The Settlement Administrator shall send a Notice substantially in the form attached hereto as  
14 Exhibit 1 or as otherwise approved by the Court to each Class Member by first class mail within 15  
15 calendar days after the Settlement Administrator receives the information set forth above.

16 The Settlement Administrator will use reasonable best efforts to locate and send the Notice to the  
17 most recent address of each Class Member. The Settlement Administrator shall be responsible for  
18 taking reasonable steps, consistent with its agreed job parameters and any court orders, to trace the  
19 address of any Class Member for whom a Notice Form is returned by the post office as undeliverable.  
20 These reasonable steps shall include, at a minimum: tracking of all undelivered mail; performing  
21 additional address searches using additional address databases or equivalent means for all mail returned  
22 without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are  
23 found. Any returned envelopes with forwarding addresses will be utilized by the Settlement  
24 Administrator to trace Class Members.  
25  
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1 The Settlement Administrator shall provide updates to Class Counsel and Defendant's Counsel at  
2 least every week of (1) the number of undeliverable notices; (2) the number of opt-outs; and (3) any  
3 objections or disputes by Class Members.

4 Within 10 days after the close of the Opt-out Deadline, the Settlement Administrator will provide  
5 to Class Counsel and Defendant's Counsel a declaration including a statement of due diligence and  
6 proof of mailing of the Notice to the Class Members and a statement as to the number of opt-outs and  
7 objections received. Class Counsel shall provide this information to the Court in the papers filed in  
8 support of the motion for final approval of this Settlement.

9 **44. Opt-out provisions**

10 The Notice shall provide that Class Members who wish to opt-out of the Settlement must send a  
11 written notice to the Settlement Administrator requesting to opt-out of the Class on or before the  
12 applicable Opt-Out Deadline. Such written notice to opt-out (1) must contain the name, address, social  
13 security number of the person seeking to opt-out and primary telephone number, if any; (2) must be  
14 returned to the Settlement Administrator at the specific address referenced in the Notice; and (3) must  
15 be postmarked (if mailed) or received (if otherwise delivered) by the Settlement Administrator on or  
16 before the applicable Opt-Out Deadline. Any Class Member who properly requests to opt-out will not  
17 be entitled to receive a Settlement Share or have any right to object to, appeal from, or comment on the  
18 Settlement. Class Members who fail to submit a valid and timely request to opt-out shall be bound by  
19 all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is finally  
20 approved by the Court. Prior to the Opt-out Deadline, any Class Member who has elected to opt-out  
21 may withdraw that election by notifying the Settlement Administrator in writing that the Class Member  
22 wishes to be a Settlement Class Member.

23 The Settlement Administrator shall maintain records of all opt-outs and withdrawal of opt-outs.  
24 Within five (5) business days following the Opt-out Deadline, the Settlement Administrator shall  
25 provide Defendant's Counsel with a complete list of all Class Members who have timely requested to  
26



1 opt-out of the Class and provide Class Counsel and Defendant’s Counsel a copy of all objections and  
2 supporting documents received.

3 **45. Defendant’s Nullification Rights**

4 If more than 10% of the Class Members timely request to opt-out, Defendant will have the  
5 option, in Defendant’s sole discretion, to nullify this Settlement. If Defendant so elects, Defendant will  
6 notify Class Counsel and the Court of its election within 10 calendar days after actual receipt of the  
7 complete list of all persons who timely request to opt-out.

8 **SECTION 6 - CALCULATION OF CLASS MEMBER SHARES OF SETTLEMENT CLASS**  
9 **MEMBERS**

10 **46. Calculation of Class Member Shares by Settlement Administrator**

11 The Settlement Administrator shall use the employee data provided by Defendant to make the  
12 calculations referenced in this Section.

13 a. Calculation of Shares of Class 1 Class Members

14 One-third of the Net Settlement Amount shall be allocated to this class. The gross earnings  
15 received from Defendant by each Class Member who worked in California during the Class Period will  
16 be known as the Individual Class Member Payroll. Using the Individual Class Member Payroll for each  
17 Class Member, the total gross payroll for the Class shall then be calculated by adding together the  
18 Individual Class Member Payroll for all Class Members. This total sum will be known as Total Class  
19 Members’ Payroll.

20 The Settlement Administrator shall divide each Class Member’s Individual Class Member Payroll  
21 by the Total Class Members’ Payroll. This calculation will result in a percentage figure for each Class  
22 Member (“Percentage Figure”).

23 The Percentage Figure will then be used to determine each Class Member’s portion of the Net  
24 Settlement Amount. This portion will be determined by applying the Percentage Figure to the Net  
25 Settlement Amount. This portion will be known as the Class Member Share.

1           b.       Calculation of Shares of Class 2 Class Members

2           Two-thirds of the Net Settlement Amount shall be allocated to this class. This amount will be  
3 distributed on a *pro rata* basis to those Class 2 Class Members who have not opted out of the  
4 Settlement.

5           c.       Calculation of Net Settlement Amount

6           Because the Net Settlement Amount will not be finally determined until the Court grants Final  
7 Approval of this Settlement, the Parties agree that the Settlement Administrator shall use the following  
8 sums in calculating the estimated Net Settlement Amount for purposes of obtaining the information  
9 needed to be included on the Notice Forms:

- 10           a.       The proposed payment of \$8,500.00 to Representative Plaintiff;  
11           b.       The amount of \$150,000.00 as Attorney Fees to Class Counsel;  
12           c.       The amount of \$15,000.00 as costs to Class Counsel;  
13           d.       The amount of \$8,000 as expenses of the Settlement Administrator.

14           If the Court's approval of any of the following sums is different than the figures used by the  
15 Settlement Administrator in computing the Class Member Shares initially for purposes of sending the  
16 Notice Form, the Settlement Administrator shall use the finally approved sums for re-computing the  
17 Net Settlement Amount and the Class Member Shares.

18           The Settlement Administrator shall provide initial calculations of the Class Member Shares for  
19 each Class Member to Class Counsel and Defendant's Counsel prior to preparation of the Notice Form  
20 and mailing thereof to the Class. Class Counsel and Defendant's Counsel shall review the computations  
21 to ensure that they are consistent with the terms of the Settlement. If any dispute exists between the  
22 Parties as to whether the Class Member Shares have been calculated consistent with the Settlement,  
23 Class Counsel and Defendant's Counsel shall seek to resolve any and all disputes in an informal  
24 fashion between themselves or, if they are unable, they shall submit the unresolved disputes to the  
25 Court.  
26  
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1           The amount Class Member Shares payable to Settlement Class Members shall be provided to  
2 Class Counsel and Defendant’s Counsel within fifteen (15) calendar days after the Opt-out Deadline.

3           The Settlement Administrator shall be responsible for issuing and mailing the checks for the  
4 court-approved Class Member Share payments to the Settlement Class Members.

5           If there are sufficient funds deposited by Defendant with the Settlement Administrator to pay all  
6 obligations under this Settlement of Settlement, the Settlement Administrator will prepare and mail all  
7 necessary checks to the appropriate persons and entities within ten (10) calendar days of the Effective  
8 Date.

9 **47.   Uncashed Checks**

10           Any check not negotiated 180 days after the date on the settlement check will be deemed void.  
11 The proceeds of any uncashed checks will go to Justice Gap Fund.

12                           **SECTION 7 - PAYMENTS TO REPRESENTATIVE PLAINTIFF**

13 **48.   Class Representative Fee**

14           In addition to the amounts, if any, determined to be payable to Representative Plaintiff as a Class  
15 Member Share and subject to Court approval, Defendant agrees that the Representative Plaintiff may  
16 request an enhancement payment of \$8,500.00 for Representative Plaintiff’s services, which Defendant  
17 will not oppose.

18           The enhancement fee to Representative Plaintiff reflects the Representative Plaintiff’s service on  
19 behalf of the Class, including filing the Complaint, participating in discovery, gathering and/or  
20 providing information, responding to other discovery, meeting with Class Counsel, assisting in  
21 preparing litigation strategy, attending his deposition, and assuming the risks of costs and hardships  
22 that were not agreed to or experienced by other Class Members. The Settlement Administrator shall  
23 issue a Form 1099 to the Representative Plaintiff for the above-referenced payment.  
24

1                    **SECTION 8 - TAXES ON PAYMENTS TO SETTLEMENT CLASS MEMBERS AND**  
2                    **REPRESENTATIVE PLAINTIFF**

3                    The Parties recognize and acknowledge that the damages, penalties, interest, attorney fees, costs  
4 and other relief that Representative Plaintiff and the Class Members seek in this Action exceed the  
5 Total Settlement Amount and that it is difficult to attempt to allocate the Class Member Shares among  
6 the various claims asserted by Representative Plaintiff and the Class. The Parties also recognize and  
7 acknowledge that pursuant to applicable legal requirements regarding taxes, the Parties and the Class  
8 may have certain tax payment obligations.

9                    Because of the uncertainties involved, and for purposes of complying with all applicable tax  
10 requirements, the Parties agree that 30% of the sum paid to Settlement Class Members constitutes  
11 wages and shall be reported on all necessary forms as required by law and to be issued by the  
12 Settlement Administrator. The Settlement Administrator shall make appropriate deductions and  
13 withholding of all employee taxes from this payment as required by law. Each Settlement Class  
14 Member shall be responsible for paying his/her employee's share of taxes to the extent applicable on  
15 such Class Member Share payment received pursuant to this Settlement. The employer's share of the  
16 tax contributions as required by law (including, for example, where appropriate, FICA, FUTA, SUTA,  
17 unemployment, workers compensation and the like) will be paid by Defendant, who shall deposit the  
18 amount of such tax contributions with the Settlement Administrator when Defendant deposits the Total  
19 Settlement Amount.

20                    The Parties agree that 70% of the Class Member Share payments received represents interest or  
21 penalties and any other non-taxable items and shall be reported on a Form 1099 MISC (or other form  
22 required by law) if it meets or exceeds the reporting threshold caused to be issued by the Settlement  
23 Administrator. Each Class Member shall be responsible for paying his/her own taxes to the extent  
24 applicable on this portion of the Class Member Share payment pursuant to this Settlement.

25                    The Settlement Administrator shall report and pay any applicable employment related deductions  
26 or other tax reporting related withholding as required by law.

1 **SECTION 9 - ATTORNEY FEES AND COSTS**

2 **49. Payment of Attorney Fees and Costs to Class Counsel**

3 Defendant agrees not to oppose a request by Class Counsel of attorney fees of up to \$150,000.00  
4 (which is one-third of the Total Settlement Amount) and costs of up to \$15,000.00. The attorney fees  
5 and costs are all subject to the final approval of the Court at the Final Approval Hearing. If less than  
6 these amounts are approved by the Court, then the Net Settlement Amount will be adjusted  
7 accordingly.

8 **50. Application for Attorney Fees and Costs**

9 Class Counsel will apply for attorney fees and costs for preliminary and final approval by the  
10 Court. Defendant agrees not to oppose the application so long as the application is consistent with the  
11 provisions of this Settlement. The payment of attorney fees and costs will cover all work performed  
12 and all costs incurred to date and all work to be performed and costs to be incurred in connection with  
13 the approval by the Court of this Settlement. Defendant is responsible for Defendant’s own attorney  
14 fees and costs, which are not included in the Total Settlement Amount.

15 **SECTION 10 - RELEASES**

16  
17 Upon the Effective Date, each of the Settlement Class Members will be deemed to have fully and  
18 finally released and forever discharged each of the Releasees from the Class Released Claims defined  
19 below.

20 **51. Definition of Class Released Claims**

21 “Class Released Claims” are all claims, demands, obligations, actions, causes of action,  
22 liabilities, debts, promises, agreements, demands, attorney fees, costs, losses, and expenses, known or  
23 unknown, suspected or unsuspected, filed or unfiled against the Released Parties that existed during the  
24 Class Period and that were alleged or could have been alleged in and arose out of the facts alleged in  
25 the operative complaint in the Action, including, but not limited to, all claims for meal periods, meal  
26 period premium payments, unpaid wages including failure to pay minimum wages, straight time  
27 compensation, unpaid overtime and double-time, rest periods, rest period premium payments, payment  
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1 for all hours worked, including off-the-clock work, and waiting time penalties. The released claims  
2 include but are not limited to claims brought under California Labor Code sections 201, 202, 203, 204,  
3 223, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2802, California Business and  
4 Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Orders. Such  
5 claims include claims for wages, statutory penalties, civil penalties, or other relief under the California  
6 Labor Code and any other related state, federal or municipal law, relief from unfair competition under  
7 California Business and Professions Code section 17200 *et seq.*, attorney fees and costs, and interest.

8 **52. Released Claims by the Class Representative**

9 As of the date the Final Approval Order is entered by the Court and except as to such rights or  
10 claims as may be created by this Settlement, the Class Representative, in addition to the Class Released  
11 Claims, will be deemed to have released claims as follows:

12 The Class Representative fully and finally releases and discharges the Released  
13 Parties from any and all of the Released Claims and from any and all claims,  
14 charges, complaints, liens, demands, causes of action, obligations, damages and  
15 liabilities, whether such claims are known or unknown, suspected or unsuspected,  
16 that the Class Representative had, now has, or may hereafter claim to have against  
17 the Released Parties arising out of, or relating in any way to, the Class  
18 Representative's hiring by, employment with, separation of employment with, or  
19 otherwise relating to the Released Parties ("Class Representative's Released  
20 Claims"), arising or accruing from the beginning of time up through the date of  
21 the Final Approval Hearing ("Class Representative's Released Period").

22 Claims for workers' compensation, unemployment, claims outside the Class  
23 Period, pension plan, profit plan, 401k plan, other employee benefit plans and  
24 claims that cannot be released by law are not released.

25 Unknown claims as they relate to the Class Representative include any claims  
26 about which the Class Representative is not aware. If the Class Representative  
27 later learns of such unknown claims, the Class Representative will not be able to  
28 obtain any remedy.

In this regard, the Class Representative waives the benefit of California Civil  
Code Section 1542 in full, which provides:

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



1 In addition, to the extent required, the Parties agree that within ten (10) days following the filing  
2 of this Stipulation, Defendant shall serve notice of the proposed Settlement upon the appropriate state  
3 and federal officials as specified in 28 U.S.C. § 1715 or on any other officials as may be required by  
4 law.

5 **SECTION 12 - OBJECTIONS TO SETTLEMENT**

6 **54. Objection Procedure**

7 The Parties agree that a Class Member who has standing may enter an appearance, personally or  
8 through an attorney, and may object to the Settlement by submitting objections to the Settlement  
9 Administrator, who shall deliver such objections to Class Counsel and Defendant's Counsel, who shall  
10 then file such objections with the Court in connection with the final approval hearing.

11 All such objections must be signed and must contain the Class Member's name, address,  
12 telephone number, the address and contact information of counsel, if any, and the name and case  
13 number of the Action. Upon request, the objector must also provide the Parties any additional  
14 information to identify the objector. Any objections should clearly explain why the Class Member  
15 objects to the Settlement.

16 If a Class Member objects to the Settlement, the Class Member will remain a member of the  
17 Class, and, if the Court finally approves the Settlement, the Class Member will be bound by the terms  
18 of the Settlement in the same way and to the same extent as a Class Member who does not object.

19 **SECTION 13 - DUTIES OF THE PARTIES CONCERNING FINAL COURT APPROVAL**

20 Class Counsel will submit a proposed final order and Judgment in connection with the Final  
21 Approval hearing consistent with the terms of this Settlement.

22 **SECTION 14 - CONTINUING JURISDICTION**

23 The Court has and shall continue to have jurisdiction to make any orders as may be appropriate to  
24 effectuate, consummate, and enforce the terms of this Settlement and Judgment, including the releases,  
25 and to supervise the administration of and distribution of monies to the Settlement Class Members,  
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1 Class Counsel, the Settlement Administrator, and/or the Representative Plaintiff. Any dispute or  
2 question relating to or concerning the interpretation, validity, enforcement, or application of this  
3 Settlement shall be presented to the Court for resolution, and the Parties, Plaintiff and the Class  
4 Members agree to submit to the personal and exclusive jurisdiction of the Court.

5 **SECTION 15 - GENERAL PROVISIONS**

6 **55. Enforcing/Voiding the Agreement**

7 If any material or substantial term set forth in the Stipulation is not satisfied, this Settlement  
8 shall, at the option of the affected party, be void and of no further force or effect and shall not be used  
9 nor be admissible in any subsequent proceedings in this Court or in any other forum or proceeding of  
10 any type. If there is a failure of any condition precedent, a failure of the Court to give final approval to  
11 the Settlement at the Final Approval Hearing, a failure of the Court to issue any of the other relief set  
12 forth in this Settlement, any decision by the Court to disapprove any condition or term of the  
13 Settlement, any modification or amendment by the Court of any portion of the Settlement, this  
14 Settlement shall be void and unenforceable as to all Parties herein at the option of either party. Each  
15 party may exercise such Party's options to void this Settlement by giving notice, in writing, to the other  
16 and to the Court at any time prior to the Effective Date of this Settlement.

17 **56. Mutual Full Cooperation**

18 The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement,  
19 including but not limited to, executing such documents and taking such other action as may be  
20 reasonable and necessary to implement the terms and intent of this Settlement.

21 **57. No Admission of Liability**

22 Nothing contained herein, nor the consummation of this Settlement, or any other pleadings or  
23 documents relating thereto, is to be construed or deemed an admission of liability, culpability,  
24 negligence, or wrongdoing by Defendant or any Releasee, and Defendant expressly denies same. The  
25 Parties have agreed to this Settlement intending to avoid further disputes and litigation with the  
26 attendant inconvenience, business and personal disruption, and expenses. Defendant opposes class or  
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1 representative treatment of the Claims advanced herein if those Claims were to be litigated rather than  
2 settled pursuant to this Settlement. If the Judgment is overturned, reversed, not affirmed in its entirety,  
3 or never becomes final, the Effective Date for this Settlement does not occur, or the Settlement is  
4 nullified or modified for any reason, Defendant does not waive any rights, including Defendant's right  
5 to oppose class certification of the Claims. This Settlement is a settlement document and shall be  
6 inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or  
7 enforce this Settlement.

8 Whether or not the Settlement is finally approved, neither the Settlement nor any of its terms, nor  
9 any document, statement, proceeding, or conduct related to this Settlement nor any accounts or reports  
10 thereof, shall in any event be:

- 11 a. Construed as, offered or admitted in evidence as, received as, or deemed to be evidence  
12 for any purpose adverse to the Releasees, including, but not limited to, evidence of a  
13 presumption, concession, indication, or admission by any of the Releasees of any  
14 liability, fault, wrongdoing, omission, concession or damage; and/or  
15 b. Disclosed, referred to or offered to receive in evidence against any of the Releasees in  
16 any further proceeding in this Action or in any other civil, criminal, administrative action  
17 or proceeding of any types, or used in any other way for any other purpose, except for the  
18 purposes of settling this Action pursuant to the terms of this Settlement, enforcing the  
19 Judgment, or enforcing the release of the Released Claims.

20 **58. Attorney Fees**

21 If Defendant or the Representative Plaintiff institutes any legal action, arbitration, or other  
22 proceeding against the other to enforce the provisions of this Settlement or Final Judgment or to  
23 declare rights and/or obligations under this Settlement or Final Judgment, the successful litigant shall  
24 be entitled to recover from the unsuccessful litigant reasonable attorney fees and costs, including expert  
25 witness fees, incurred in connection with any such action, arbitration or proceeding.  
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1 **59. Notices**

2 Unless otherwise specifically provided herein, all notices, demands or other communications  
3 given hereunder shall be in writing and shall be deemed to have been duly given as of the third  
4 business day after mailing by overnight mail, addressed as follows:

5 To the Representative Plaintiff, the Class, and the Settlement Class:

6 Lonnie C. Blanchard III  
7 5211 East Washington Boulevard, No. 2262  
8 Commerce, California 90040

9  
10 Peter R. Dion-Kindem  
11 2945 Townsgate Road, Suite 200  
12 Westlake Village, CA 91361

13 To Defendant:

14 Sheppard, Mullin, Richter & Hampton  
15 A Limited Liability Partnership  
16 Including Professional Corporations  
17 Matthew A. Tobias  
18 Limore Torbati  
19 Bryanne Lewis  
20 333 South Hope Street, 43rd Floor  
Los Angeles, California 90071-1422

21 Either party may re-designate the person to receive notices, requests, demands, or other  
22 communications required or permitted by this Settlement by providing written notice to the other Party  
23 and the Court.

24 **60. Construction**

25 The Parties agree that the terms and conditions of this Settlement are the result of lengthy,  
26 intensive arms-length negotiations between them and that this Settlement shall not be construed in  
27 favor of or against any of the Parties.

1 **61. Captions and Interpretations**

2 Section titles or captions contained herein are inserted as a matter of convenience and for  
3 reference and in no way define, limit, extend, or describe the scope of this Settlement or any provision  
4 hereof.

5 **62. Modification**

6 This Settlement may not be changed, altered, or modified, except in a writing signed by Class  
7 Counsel, Defendant, and Defendant’s Counsel and approved by the Court. This Settlement may not be  
8 discharged except by performance in accordance with its terms or by a writing signed by Class  
9 Counsel, Defendant, and Defendant’s Counsel and approved by the Court.

10 **63. Integration Clause**

11 This Settlement contains the entire agreement between the Parties with respect to the subject  
12 matter hereof. The parties acknowledge that no representations, inducements, promises or statements,  
13 oral or otherwise, have been made or relied on by any of the Parties or by anyone acting on behalf of  
14 the Parties which are not embodied or incorporated by reference herein and further agree that no other  
15 covenant, representation, inducement, promise or statement not set forth in writing in this Settlement  
16 shall be valid or binding.

17 **64. Binding on Assigns**

18 This Settlement shall be binding upon and inure to the benefit of Releasees, the Representative  
19 Plaintiff, Class Counsel, and the Releasors and their respective heirs, trustees, and executors,  
20 administrators, successors, and assignees.

21 **65. Class Counsel Signatories**

22 Upon entry of the Order Granting Preliminary Approval, Class Counsel shall be authorized by the  
23 Class Members and by the Court to take all appropriate action required or permitted to be taken by the  
24 Class pursuant to this Settlement to effectuate its terms and are authorized to enter into any  
25 modification or amendment to this Settlement on behalf of the Class which they deem appropriate and  
26 which is approved by the Court.  
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1 **66. Counterparts**

2 This Settlement may be executed in counterparts, including electronic or fax counterparts.

3 **67. Invalidity of any Provision**

4 The Parties request that before declaring any provision of this Settlement invalid, the Court shall  
5 first attempt to construe all provisions valid to the fullest extent possible consistent with applicable  
6 precedents. If the Court determines that a provision is invalid, the Court shall strike that provision only  
7 from the Stipulation.

8 **68. Plaintiff’s Waiver of Right to Opt-Out and Object**

9 The Representative Plaintiff agrees to be bound by the terms of this Settlement and further agrees  
10 not to request to opt out from the Class and agrees not to object to any terms of the Settlement.

11 **69. No Effect on Employee Benefit Plans**

12 Neither the Settlement nor any amounts paid under the Settlement will modify any previously  
13 credited hours, days, or weeks of service under any active or frozen employee benefit plan, policy or  
14 bonus program sponsored by Defendant (collectively, the “Employee Benefit Plans”), nor shall any  
15 recipient receive credit for any hours, days, or weeks of service included in the Settlement and this  
16 Settlement not previously credited under the Employee Benefit Plans. Such amounts will not form the  
17 basis for additional contributions to, benefits under, or any other monetary entitlement under the  
18 Employee Benefit Plans. The payments made under this Settlement shall not be applied retroactively,  
19 currently, or prospectively as salary, earnings, wages, or any other form of compensation for any  
20 purposes under the Employee Benefit Plans, regardless of whether Defendant is required to furnish the  
21 recipient with a written statement under Sections 6041(d) and 6051(a)(3) of the Internal Revenue Code  
22 of 1986, as amended, with respect to such payment. Defendant retains the right to amend the language  
23 of the Employee Benefit Plans to effect this intent and to make clear that any amounts paid pursuant to  
24 this Settlement are not for “weeks worked,” “weeks paid,” “weeks of service,” “hours of service” or  
25 any similar measuring term as defined under the Employee Benefit Plans for purpose of eligibility,  
26 vesting, benefit accruals, or any other purpose, and that additional contributions or benefits are not  
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1 required by this Settlement. The parties agree that Defendant shall not consider the settlement  
2 payments “compensation” for purposes of determining eligibility for, benefit accruals within, or  
3 contributions to the Employee Benefit Plans.

4 **70. Publicity**

5 Other than as necessary to implement the Settlement, neither the Representative Plaintiff nor  
6 Class Counsel shall initiate any publicity, disclosure, or contact with the media or respond to any  
7 inquiry from the media regarding the Settlement. Neither Representative Plaintiff nor Class Counsel  
8 shall issue any press release or announcement of any kind related in any way to the settlement,  
9 including any form of social media post such as Facebook, Instagram, Twitter, Snapchat, *etc.* Plaintiff  
10 and Class Counsel agree that prior to preliminary approval of the settlement, they will keep the terms  
11 of this settlement confidential except for purposes of communicating with Plaintiff only or filing papers  
12 for preliminary approval. Plaintiff shall be informed that the settlement is confidential and shall be  
13 advised to keep the settlement confidential. From and after preliminary approval of the settlement, the  
14 Class Members, Plaintiff, and Class Counsel may: (1) as required by law; (2) as required under the  
15 terms of the Settlement; or (3) as required under counsel’s duties and responsibilities as Class Counsel,  
16 comment regarding the specific terms of the Settlement. In all other cases, Plaintiff and Class Counsel  
17 agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic  
18 (including the world wide web), to state that the Action has been resolved and that Plaintiff and Class  
19 Counsel are satisfied with the Settlement terms. Nothing in this paragraph is intended to interfere with  
20 Class Counsel’s duties and obligations to faithfully discharge their duties as Class Counsel, including  
21 but not limited to, communicating with Class Members regarding the settlement.

22 *Signatures on following page*

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PLAINTIFF'S COUNSEL

THE DION-KINDEM LAW FIRM

DATED: April 26, 2022

By: Peter R. Dion-Kindem

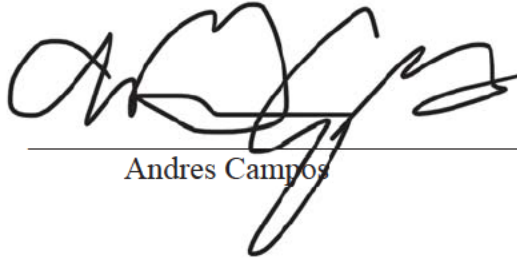
PETER R. DION-KINDEM, P. C.

PETER R. DION-KINDEM

Attorneys for Plaintiff

Approved as to form only and not  
as a party to this Agreement

REPRESENTATIVE PLAINTIFF



DATED: \_\_\_\_\_, 2022

Andres Campos

DEFENDANT'S COUNSEL

Sheppard, Mullin, Richter & Hampton

DATED: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Matthew A. Tobias

Limore Torbati

Bryanne Lewis

Approved as to form only and not  
as a party to this Agreement

Converse, Inc.

DATED: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Authorized Representative

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PLAINTIFF’S COUNSEL

THE DION-KINDEM LAW FIRM

DATED: \_\_\_\_\_, 2022

BY: \_\_\_\_\_

PETER R. DION-KINDEM, P. C.  
PETER R. DION-KINDEM  
Attorneys for Plaintiff  
Approved as to form only and not  
as a party to this Agreement

REPRESENTATIVE PLAINTIFF

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Andres Campos

DEFENDANT’S COUNSEL

Sheppard, Mullin, Richter & Hampton

4/26/2022  
DATED: \_\_\_\_\_, 2022

DocuSigned by:  
*Bryanne Lewis*  
1B60057E42E7484...  
BY: \_\_\_\_\_

Matthew A. Tobias  
Limore Torbati  
Bryanne Lewis  
Approved as to form only and not  
as a party to this Agreement

Converse, Inc.

4/26/2022  
DATED: \_\_\_\_\_, 2022

DocuSigned by:  
*Cassie English*  
86E798B35E9B4C9...  
BY: \_\_\_\_\_

Authorized Representative