

1 **JOINT STIPULATION AND AGREEMENT FOR CLASS AND REPRESENTATIVE**
2 **ACTION SETTLEMENT AND RELEASE**

3 This Joint Stipulation and Agreement for Class and Representative Action Settlement and Release
4 (“Stipulation”) is made and entered into by Plaintiff Fernando Bonola, individually and as
5 representative of the Settlement Class, as defined below, and SoCal JIB Food Management, Inc. and
6 SB Food Express, Inc. (“Defendants”) (collectively “the Parties”). The Parties intend for this
7 Stipulation to provide for a non-reversionary settlement. This Stipulation is intended to settle and
8 release the following:

- 9 1. Plaintiff Fernando Bonola, as an individual, from all of his alleged claims, and all
10 claims he could have alleged against Defendants, as defined further herein; and
11 2. All Class Members from their claims against Defendants, as defined further herein.

12 This Stipulation is subject to the approval of the Court and is made for the sole purpose of attempting
13 to consummate settlement and resolution of the Action and Released Claims, as defined below, subject
14 to the following terms and conditions. As detailed below, in the event the Court does not enter an
15 order granting final approval of the Settlement, as defined below, or the conditions precedent are not
16 met for any reason, this Stipulation is void and of no force or effect whatsoever.

17 **I. DEFINITIONS**

18 As used in this Stipulation, the following terms shall have the meanings specified below. To
19 the extent terms or phrases used in this Stipulation are not specifically defined below, they are defined
20 elsewhere in this Stipulation.

21 1.1 “Action” or “Litigation” means the lawsuit pending in the Court, entitled *Fernando*
22 *Bonola, et al. v. SoCal JIB Food Management, Inc., et al.*, filed on January 19, 2018, in the Los
23 Angeles County Superior Court, and assigned Case No. BC690994, with the First Amended
24 Complaint filed on May 1, 2018.

25 1.2 “Administration Expenses” shall include all costs and expenses associated with and
26 paid to the Settlement Administrator, which are anticipated not to exceed Fifty Thousand Dollars
27 (\$50,000).

28 1.3 “Fernando Bonola,” “Plaintiff,” or “Class Representative” means Fernando Bonola,

1 the named plaintiff in the Action, who will represent the Class subject to court approval.

2
3 1.4 “Class” or “Class Members” means all current and former hourly-paid or non-exempt
4 employees of Defendants in California, at any time from January 19, 2014 up to and including April
5 29, 2020.

6 1.5 “Class Counsel” and “Plaintiff’s Counsel” mean:

7 Aequitas Legal Group
8 Ronald H. Bae, Esq.
9 Olivia D. Scharrer, Esq.
1156 E Green Street
Suite 200
Pasadena, CA 91106

10 1.6 “Class Notice” means the Notice of Proposed Class Action Settlement and Hearing
11 Date for Court Approval, as set forth in the form of **Exhibit 1** attached hereto, or as otherwise
12 approved by the Court, which is to be mailed to Class Members.

13 1.7 “Class Period” means the time period from January 19, 2014 up to and including April
14 29, 2020.

15 1.8 “Settlement” shall mean the settlement embodied in this Stipulation, which is subject
16 to Court approval. The Settlement is a non-reversionary settlement.

17 1.9 “Complaint” shall mean the Class Action Complaint filed in the Action on January 19,
18 2018 and the First Amended Class Action Complaint and Enforcement Under the Private Attorneys
19 General Act, Cal. Labor Code § 2698, *et seq.* filed on May 1, 2018.

20 1.10 “Counsel for Defendant” or “Defense Counsel” means Beth A. Kahn and Autumn L.
21 Moore of Clark Hill LLP.

22 1.11 “Court” means the Superior Court of the State of California, for the County of Los
23 Angeles.

24 1.12 “Effective Date” shall be the date when all of the following events have occurred: (a)
25 this Stipulation has been executed by all Parties and by Class Counsel and Defense Counsel; (b) the
26 Court has given preliminary approval to the Settlement; (c) notice has been given to the Class
27 Members providing them with an opportunity to Opt Out of the Settlement; (d) the Court has held a
28 Final Approval Hearing and entered the Final Approval order and Judgment; (e) the Gross Settlement

1 Amount is fully funded and all distributions have been made pursuant to Section 6.1 through 6.6 of
2 this Stipulation; and (f) the later of the following events: the expiration of the period for filing any
3 appeal, writ, or other appellate proceeding challenging the Final Approval Order and Judgment has
4 elapsed without any appeal, writ or other appellate proceeding having been filed; or the dismissal of
5 any appeal, writ, or other appellate proceeding opposing the Settlement with no right to pursue further
6 remedies or relief; or any appeal, writ, or the issuance of such other final appellate order upholding the
7 Final Approval Order and Judgment with no right to pursue further remedies or relief. In this regard, it
8 is the intention of the Parties that the Settlement shall not become effective until the Final Approval
9 Order and Judgment is completely final and there is no further recourse by an appellant or objector
10 who seeks to contest the Settlement.

11 1.13 “Defendants” mean SoCal JIB Food Management, Inc., and SB Food Express, Inc.

12 1.14 “Hearing on Preliminary Approval” or “Preliminary Approval Hearing” mean the
13 hearing held on the motion for preliminary approval of the Settlement.

14 1.15 “Gross Settlement Amount” or “Maximum Settlement Amount” means the agreed-
15 upon non-reversionary settlement amount totaling \$1,000,000 to be paid by Defendants in full
16 settlement of the Action and Released Claims, including the Net Settlement Amount (which is
17 inclusive of 25% of the PAGA Payment), Administration Expenses, Attorneys’ Fees and Expenses,
18 Service Award, and LWDA Payment, as further described in Section 6.1 and 6.2. Defendants are to
19 deposit the Gross Settlement Amount into the Settlement Administrator’s qualified settlement account
20 in installments: the first payment is \$400,000 due on October 30, 2020; the second payment is for
21 \$300,000 and will be due on November 1, 2021; and the third and final payment for \$300,000 will be
22 due on November 1, 2022. Defendants will place each payment of the Gross Settlement Amount into
23 the Settlement Administrator’s qualified settlement account. However, should there be circumstances
24 that lead banks or financial institutions to fail, or some other similar circumstances (e.g., banks filing
25 for bankruptcy, director/officer embezzlement, etc.) that causes the unauthorized depletion of the
26 Gross Settlement Amount or any portion of the Gross Settlement Amount in the Settlement
27 Administrator’s qualified settlement account, Defendants will not be required to replenish the Gross
28 Settlement Amount or any portion of the Gross Settlement Amount to effectuate the settlement. The

1 Parties agree to three separate distributions after each deposit has been made, if and only if the Court
2 has signed the Final Approval Order and Judgment (as defined in Paragraph 1.18). Therefore, the
3 Parties agree no distribution of any portion of the Gross Settlement Amount is permitted until the
4 Court signs the Final Approval Order and Judgment (as defined in Paragraph 1.18). Should the
5 Settlement be nullified for the reasons described in Section 7 (including 7.1 through 7.5), then any
6 portion of the Gross Settlement Amount already deposited into the qualified settlement account will be
7 returned to Defendants within three (3) business days of nullification event, regardless of whether or
8 not Plaintiff objects, as Plaintiff's consent will not be required.

9 1.16 "Individual Settlement Amount" means a Class Member's total gross share of the Net
10 Settlement Amount, which shall be allocated and distributed to Class Members based on the number
11 of Workweeks credited to the Class Member, as further described in Section 6.2.

12 1.17 "Individual Settlement Payment" shall mean the payment to Class Members as
13 determined by the Individual Settlement Amount calculation described in Section 6.2.

14 1.18 "Judgment" or "Final Approval Order and Judgment" mean the order finally certifying
15 the Class for settlement purposes and finally approving this Stipulation and Settlement and entering
16 judgment, substantially in the form attached hereto as **Exhibit 4**, which shall constitute approval
17 pursuant to California Rule of Court 3.769(a) and be a judgment for purposes of California Rule of
18 Court 3.771(a).

19 1.19 "Last Known Address" means the most recently recorded mailing address for a Class
20 Member that is contained in the employment, payroll, or personnel records maintained by Defendants.

21 1.20 "LWDA" means California's Labor and Workforce Development Agency, and
22 necessarily includes the Division of Labor Standards and Enforcement (DLSE) within the Department
23 of Industrial Relations (DIR).

24 1.21 "NCOA Check" means within fifteen (15) calendar days from the date the Preliminary
25 Approval Date, the Settlement Administrator will perform a National Change of Address ("NCOA")
26 check for Class Members' most current address based on the information provided by Defendants,
27 prior to mailing the Court-approved Notice Packet to the Class Members.

28 1.22 "Net Settlement Amount" means the portion of the Gross Settlement Amount that is

1 available for distribution to Class Members, as further described in Section 6.1.

2 1.23 “Notice of Proposed Class Action Settlement” or “Class Notice” means a notice to be
3 approved by the Court, substantially in the form attached hereto as **Exhibit 1**, which will constitute
4 notice to the Class pursuant to California Rule of Court 3.769(f) and, once approved by the Court,
5 shall be deemed compliant with California Rule of Court 3.766(d).

6 1.24 “Notice Mailing Deadline” means the deadline for the Settlement Administrator to mail
7 the Notice Packet (defined below) to Class Members, which shall be no later than fourteen (14)
8 calendar days after the Preliminary Approval Date.

9 1.25 “Notice Packet” means the Class Notice (**Exhibit 1**) and Opt-Out Form (**Exhibit 2**)
10 (defined below).

11 1.26 “Opt-Out Form” means **Exhibit 2** attached hereto, or as otherwise approved by the
12 Court, which is to be mailed to Class Members along with the Class Notice.

13 1.27 “PAGA Payment” means, subject to the approval of the Court, to the amount of Fifty
14 Thousand Dollars (\$50,000), from the Maximum Settlement Amount, for penalties under the Private
15 Attorneys General Act of 2004, as codified at California Labor Code § 2698, *et seq.* (“PAGA”).

16 1.28 “Parties” or “Settling Parties” mean, collectively, Plaintiff and Defendants
17 (individually they are each referred to as “Party” or “Settling Party”).

18 1.29 “Preliminary Approval Date” shall mean the date on which the Court grants
19 preliminary approval of this Stipulation.

20 1.30 “Preliminary Approval Order” or “Order Granting Preliminary Approval of the
21 Settlement and Setting a Final Approval Hearing” shall mean an order to be executed and filed by the
22 Court, substantially in the form attached hereto as **Exhibit 3**, which will constitute an order certifying
23 a provisional class for settlement purposes only pursuant to California Rule of Court 3.769(d) and an
24 order setting a final approval/fairness hearing pursuant to California Rule of Court 3.769(e).

25 1.31 “Released Claims” means any and all claims that were asserted in the Complaint, or
26 which could have been asserted based on the facts alleged in the Complaint, including any and all
27 federal state law wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every
28 nature and description, including but not limited to statutory, regulatory and common law claims, and

1 all related or derivative claims, including but not limited to claims under the California Labor Code's
2 Private Attorneys General Act of 2004, as amended, California Labor Code sections 2698, *et seq.*,
3 claims for relief based on the California Business and Professions Code sections 17200, *et seq.*, claims
4 under California Labor Code sections 201, 202, 203, 204, 218, 221, 223, 226, 226.7, 510, 512, 558,
5 1174, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and any federal
6 counterparts, claims under California Code of Civil Procedure § 1021.5, claims under any and all IWC
7 Wage Orders, any claims for meal and rest period violations, including alleged meal and rest break
8 violations arising from or related to Defendants' written meal or rest break policies; meal and rest
9 period violations (including but not limited to allegations that employees were pressured to work
10 continuously throughout their shifts and were threatened with being suspended, terminated, or having
11 their hours cut if they did not work continuously through meal and/or rest breaks); unpaid meal and
12 rest premium wages; unpaid minimum wages, overtime wages, and/or double overtime wages
13 (including but not limited to allegations of alterations of time records), including alleged violations
14 arising from alleged off-the-clock work (including but not limited to allegations regarding traveling
15 from one restaurant to another to pick up supplies), alleged non-discretionary bonuses, and untimely
16 pay during and at termination of employment, unreimbursed business expenses (including but not
17 limited to allegations that employees were required to pay out of pocket for cash register shortages);
18 alleged failure to pay all wages owed at time of discharge or resignation; record-keeping violations;
19 inaccurate pay stubs (including but not limited to allegations of failing to state the number of hours
20 worked and the corresponding hourly rates based on alleged failure to pay regular, overtime, and
21 double time wages); heat recovery claims arising under Labor Code section 226.7; and any unlawful
22 deductions; and any and all claims, whether suspected or unsuspected, which the Class Representative
23 or any Class Member may have had, now have, or may have in the future against the Released Parties,
24 or any of the Released Parties, for any acts occurring during the Class Period, January 19, 2014
25 through April 29, 2020, that are either or both (1) alleged in the Complaint based on the facts
26 contained therein; or (2) that could have been alleged in the Complaint and/or any amendment thereto
27 based on the factual allegations contained in the Complaint.

28 No person shall have any claim against the Defendants, Released Parties, Class Representative,

1 Class Counsel, the Settlement Administrator, or any of the Released Parties based on the payments
2 made or other actions taken substantially in accordance with this Stipulation and the settlement
3 contained herein or further orders of the Court.

4 In connection with the above Released Claims, and in consideration of Defendants' payments of
5 the sums provided herein, each and every Participating Class Member, including Plaintiff/Class
6 Representative, will be deemed also to have acknowledged and agreed that California Labor Code
7 section 206.5 is not applicable to the Parties hereto or the Participating Class Members because there
8 is a good faith dispute as to whether any wages are due at all to any Class Member. Section 206.5
9 provides in pertinent part as follows:

10 **AN EMPLOYER SHALL NOT REQUIRE THE EXECUTION OF A RELEASE OF A**
11 **CLAIM OR RIGHT ON ACCOUNT OF WAGES DUE, OR TO BECOME DUE, OR MADE**
12 **AS AN ADVANCE ON WAGES TO BE EARNED, UNLESS PAYMENT OF THOSE WAGES**
13 **HAS BEEN MADE.**

14 1.32 "Released Parties" shall mean Defendants, and all of their respective current and
15 former parents, subsidiaries, predecessors, successors, and their affiliated entities, and each of their
16 respective owners, officers, directors, employees, partners, shareholders, agents, and any other
17 successors, heirs, assigns, or legal representatives, any attorneys, insurers, and claims representatives.

18 1.33 "Request for Exclusion" or "Opt-Out" means a request in writing to be excluded from
19 the Settlement which contains: the full name, address, telephone number, last four digits of social
20 security number, and signature of the Class Member; the case name and number of the Action; and a
21 statement indicating that he or she wishes to be excluded from the Settlement. Class Members may
22 also use the Opt-Out Form (Exhibit 2).

23 1.34 "Response Deadline" means the deadline for a Class Member to submit a Request for
24 Exclusion, Objection, and/or Workweeks Dispute, by mail to the Settlement Administrator, which is
25 no later than forty-five (45) calendar days after the Notice Packet is mailed to the Class.

26 1.35 "Service Award" means any additional monetary payment provided to the Class
27 Representative for his efforts and risks on behalf of the Class Members in this Action, not to exceed
28 Seven Thousand Five Hundred Dollars (\$7,500), subject to Court approval.

1 1.36 “Settlement Hearing” or “Final Approval Hearing” or “Settlement Fairness Hearing”
2 mean a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy, and
3 reasonableness of the Stipulation and associated settlement pursuant to class action procedures and
4 requirements; (ii) determining the good faith of the Stipulation and associated settlement; and (iii)
5 entering the Final Approval Order and Judgment. This hearing is intended to be the settlement hearing
6 or final approval hearing required under California Rule of Court 3.769(a).

7 1.37 “Settlement Administrator” means CPT Group, Inc., which the Parties have agreed will
8 be responsible for administration of the Settlement and related matters, subject to approval and
9 appointment by the Court.

10 1.38 “Settlement Class” or “Settlement Class Member(s)” or “Members of the Settlement
11 Class” means any, or collectively all Class Members who do not submit timely and valid Requests for
12 Exclusion to Opt Out of the settlement pursuant to Section 5.6 and, thus, become bound by the
13 Judgment.

14 1.39 “Settlement” shall mean the settlement embodied in this Stipulation, which is subject to
15 Court approval. This is a non-reversionary Settlement.

16 1.40 “Stipulation” means the Joint Stipulation and Agreement for Class and Representative
17 Action Settlement and Release and all of its attachments and exhibits, which the Settling Parties
18 understand and agree sets forth all material terms and conditions of the Settlement between them, and
19 which is subject to Court approval.

20 1.41 “Updated Address” means a mailing address that was located by way of NCOA Check
21 or Experian Skip Tracing or an updated mailing address provided by the United States Postal Service
22 or a Class Member.

23 **II. FACTUAL & PROCEDURAL BACKGROUND OF ACTION**

24 2.1 Plaintiff’s Claims: On January 19, 2018, Plaintiff Fernando Bonola, a former employee
25 of Defendants, filed this Action against Defendants alleging that Defendants have, with respect to
26 Plaintiff and the Class Members, allegedly violated multiple provisions of the California Labor Code,
27 in addition to other wage and hour laws, during the time period from January 19, 2014 through April
28 29, 2020, including without limitation, claims for unpaid minimum wages, overtime wages, and/or

1 double overtime wages (including but not limited to allegations of alterations of time records),
2 including alleged violations arising from alleged off-the-clock work (including but not limited to
3 allegations regarding traveling from one restaurant to another to pick up supplies), alleged meal and
4 rest break violations (including but not limited to allegations that employees were pressured to work
5 continuously throughout their shifts and were threatened with being suspended, terminated, or having
6 their hours cut if they did not work continuously through meal and/or rest breaks); unpaid meal and
7 rest premium wages; untimely pay during and at termination of employment, unreimbursed business
8 expenses (including but not limited to allegations that employees were required to pay out of pocket
9 for cash register shortages); alleged failure to pay all wages owed at time of discharge or resignation;
10 record-keeping violations; inaccurate pay stubs (including but not limited to allegations of failing to
11 state the number of hours worked and the corresponding hourly rates based on alleged failure to pay
12 regular, overtime, and double time wages) and unlawful deductions.

13 2.2 Discovery, Investigation, & Research: Class Counsel has conducted a thorough
14 investigation into the facts of the Action, including extensive formal and informal discovery and
15 exchange of a volume of documents and information, which included and was not limited to,
16 Defendants’ production of a sampling of information/data for the putative class members to allow
17 Plaintiff to perform an analysis and valuation of all claims. Via discovery, the Parties have exchanged
18 information and documents to investigate the veracity, strength, and scope of the claims, and to allow
19 analysis and evaluation of the claims and Defendants’ defenses thereto. The Class Representative has
20 vigorously prosecuted this case, and Defendants have vigorously contested it.

21 2.3 Mediation: On October 9, 2019, the Settling Parties participated in a full-day mediation
22 before an experienced employment mediator Hon. Peter Lichtman (Ret.). At the 2019 mediation, the
23 Parties exchanged information and documents, and engaged in intensive discussions regarding their
24 evaluations of the Litigation and various aspects of the Litigation, including the risks and delays of
25 further litigation, the risks to the Settling Parties of proceeding with class certification, the law relating
26 to the allegations, the evidence produced and analyzed, and the possibility of appeals, among other
27 things. The Parties were unable to settle the case at this mediation. But after several months of follow-
28 up negotiations, the Parties reached a settlement of the Action. Based on the information, data, and

1 documents exchanged, and their own independent investigation and evaluation, Class Counsel is of the
2 opinion that the settlement with Defendants for the consideration and on the terms set forth in this
3 Stipulation is fair, reasonable, and adequate and is in the best interest of the Class Members in light of
4 all known facts and circumstances. Further, the Class Representative has carefully evaluated the terms
5 of the Settlement, and, based upon that review, has determined that it is fair, reasonable, and adequate.

6 2.4 Allegations of the Class Representative and Benefits of Settlement:

7 (a) Based on discovery, the exchange of information and documents, the mediation
8 sessions, and discussions between counsel, Class Representative and Class Counsel have assessed the
9 Parties' positions and evaluated the value of the claims of the Class. The information and documents
10 exchanged by the Parties via discovery and settlement discussions are sufficient to reliably assess the
11 merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

12 (b) Plaintiff and Class Counsel believe that the claims, causes of action, allegations
13 and contentions asserted in the Action have merit. However, Plaintiff and Class Counsel recognize and
14 acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the
15 Action against Defendants through trial and through appeals. Class Counsel has taken into account the
16 uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as
17 well as the difficulties and delays inherent in such litigation, and the potential difficulty of obtaining
18 certification of the Action as well as trying the claims of the Class Members. Class Counsel is
19 mindful of the potential problems of proof under, and possible defenses to, the claims alleged in the
20 Action. Class Counsel has also taken into account Defendants' potential defenses to Plaintiff's
21 allegations. Class Counsel believes that the Settlement set forth in this Stipulation confers substantial
22 benefits upon Plaintiff and the Settlement Class Members and that an independent review of this
23 Stipulation by the Court in the approval process will confirm this conclusion. Based on their own
24 independent investigation and evaluation, Class Counsel has determined that the Settlement set forth
25 in the Stipulation is in the best interests of Plaintiff and the Class Members. This is a non-reversionary
26 Settlement.

27 2.5 No Admissions or Concessions Regarding Fault or Liability:

28 (a) Whether or not the Settlement is finally approved, this Stipulation and

1 compliance with this Stipulation shall not be construed as an admission, concession, or indication by
2 either Party with respect to fault or liability whatsoever for the claims asserted in the Action, or as an
3 admission by either party that the Action is either appropriate or inappropriate for class certification or
4 representative adjudication. Parties are agreeing that the Action is appropriate for class certification
5 and representative adjudication only for the purposes of settlement as described within this Stipulation.

6 (b) Pursuant to California Evidence Code §§ 1152, 1154, and any other analogous
7 rules of evidence that are applicable, neither the Stipulation, nor any act performed or document
8 executed pursuant to, or in furtherance of, the Stipulation: (a) is or may be deemed to be or may be
9 used as an admission or evidence of, the validity of any Released Claims, or of any wrongdoing or
10 liability of the Released Parties, or any of them; or (b) is or may be deemed to be or may be used as an
11 admission or evidence of any fault or omission of the Released Parties, or any of them, in any civil,
12 criminal or administrative proceeding in any court, administrative agency, or other tribunal. Plaintiff
13 and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that
14 Defendants could not contest (or are estopped from contesting) collective or representative action
15 treatment pursuant to California Labor Code §§ 2698, *et seq.*, and/ or class action treatment pursuant
16 to California Code of Civil Procedure § 382, or any corresponding state law or rule, on any grounds if
17 the Court fails to enter Judgment. This Stipulation shall not be deemed an admission by Defendants
18 that collective or representative action pursuant to California Labor Code § 2698, *et seq.* and/or class
19 action treatment pursuant to California Code of Civil Procedure § 382, or any corresponding state law
20 or rule in the Action is proper or cannot be contested on any grounds, nor shall the Stipulation be
21 grounds for estoppel against Defendants' right to contest class, representative or collective action
22 treatment for any purpose other than this Stipulation.

23 2.6 Defendants' Denial of Wrongdoing or Liability:

24 (a) Defendants deny and continue to deny each and all of the allegations, claims,
25 and contentions alleged by Plaintiff in the Action. Defendants have expressly denied and continue to
26 deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts
27 or omissions alleged in the Action. Defendants contend that they complied in good faith with
28 California and federal wage and hour laws and have dealt legally and fairly with Plaintiff and

1 Settlement Class Members. Defendants contend that they appropriately paid their employees at all
2 times, that it always provided employees with the opportunity to take timely and compliant meal and
3 rest breaks, that they were compliant with all applicable wage-and-hour laws, and all other laws, at all
4 times, and that, if this matter were to be further litigated, it would have strong defenses on the merits
5 and as to class certification.

6 (b) Further, Defendants deny that, for any purpose other than settling this Action,
7 these claims are appropriate for class or representative treatment. Nonetheless, Defendants have
8 concluded that further proceedings in the Action would be protracted and expensive and agree to the
9 Action being fully and finally settled in the manner and upon the terms and conditions set forth in this
10 Stipulation in order to dispose of burdensome and protracted litigation, to permit the operation of
11 Defendants' business without further expensive litigation and the distraction and diversion of their
12 personnel with respect to matters at issue in the Action. In entering into this Stipulation, Defendants
13 have also taken into account the uncertainty and risks inherent in any litigation, especially in complex
14 cases such as the Action.

15 (c) Defendants do not waive, but rather expressly reserve, all rights to challenge all
16 such claims and allegations in the Action upon all procedural and factual grounds, including without
17 limitation the ability to challenge class treatment or representative adjudication on any grounds or to
18 assert any and all defenses or privileges if this Stipulation is deemed void or does not take effect.

19 2.7 Intent of the Settlement: The Settlement set forth herein intends to achieve the
20 following: (1) entry of an order approving the Settlement; (2) entry of Judgment of the Action; (3)
21 discharge of Released Parties from liability for any and all of the Released Claims; and (4) release by
22 the Class Representative pursuant to section 9.2.

23 **III. CONDITIONAL CLASS CERTIFICATION & APPOINTMENT OF CLASS COUNSEL**

24 3.1 The Settlement Class. For the purposes of this Stipulation and the Settlement of the
25 Action only, the Parties stipulate to conditional class certification of the Settlement Class.

26 3.2 Appointment of Class Counsel. For purposes of this Stipulation and subject to the
27 Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel for the
28 Class solely in order to effectuate the Settlement pursuant to this Stipulation.

1 **IV. CLASS SETTLEMENT CONSIDERATION**

2 4.1 The Class Representative Service Award. The Class Representative may petition the
3 Court to approve a Service Award in an amount up to \$7,500 for his efforts on behalf of the Class in
4 this Action, including assisting in the investigation and consulting with Class Counsel and providing
5 crucial documents and information to Class Counsel. Defendants shall not oppose any request by
6 Class Representative for a Service Award in such an amount. Any Service Award approved by the
7 Court shall be paid to the Class Representative from the Gross Settlement Amount and shall be in
8 addition to any distribution to which he may otherwise be entitled as a Settlement Class Member. The
9 Service Award shall not be considered wages, and the Settlement Administrator shall issue the Class
10 Representative an IRS Form 1099 reflecting such payment. The Class Representative shall be solely
11 responsible for the payment of any and all taxes with respect to the Service Award and shall hold
12 Defendants harmless and indemnify Defendants from any and all liability with regard thereto.

13 4.2 Payment to Settlement Class Members. Each Settlement Class Member shall be eligible
14 to receive payment of the Individual Settlement Amount, which is a share of the Net Settlement
15 Amount based on the pro rata number of Workweeks allocated to a Settlement Class Member as a
16 proportion of all Workweeks allocated to all Settlement Class Members. The Individual Settlement
17 Amount for each Settlement Class Member shall be calculated in accordance with Section 6.2. Each
18 Settlement Class Member, including Plaintiff, shall be responsible for the payment of each of their
19 portion of applicable taxes, if any, and required withholding with respect to his or her Individual
20 Settlement Amount.

21 4.3 Attorneys' Fees and Expenses to Class Counsel. As part of the motion for final
22 approval of the Settlement, Class Counsel may submit an application for an award of attorneys' fees in
23 an amount not to exceed one-third of the Gross Settlement Amount (i.e., \$333,333.33) and
24 reimbursement of litigation costs and expenses of up to Thirty Thousand Dollars (\$30,000) (together,
25 "Attorneys' Fees and Expenses"). Defendants agree not to object to any such fee, cost or expense
26 application in those amounts, or lesser amounts. As a condition of this Settlement, Class Counsel has
27 agreed to pursue fees only in the manner reflected by this Section. Any Attorneys' Fees and Expenses
28 awarded by the Court shall be paid from the Gross Settlement Amount in arriving at the Net

1 Settlement Amount and shall not constitute payment to any Settlement Class Members. If Class
2 Counsel voluntarily reduces the request for Attorneys' Fees and Expenses or the Court's award of
3 Attorneys' Fees and Expenses is less than set forth above, the Net Settlement Amount shall be
4 recalculated to reflect the actual Attorneys' Fees and Expenses awarded.

5 The Attorneys' Fees and Expenses approved by the Court shall encompass: (a) all work
6 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
7 represent the Settlement Class through the date of this Stipulation; (b) all work to be performed and
8 costs to be incurred in connection with approval by the Court of the Settlement; and (c) all work to be
9 performed and costs and expenses, if any, incurred in connection with administering the Class
10 Settlement through entry of Judgment.

11 4.4 Settlement Administrator's Costs and Expenses. All costs and expenses of the
12 Settlement Administrator in connection with its administration of the Class Settlement, including, but
13 not limited to, providing the Notice Packet, locating Settlement Class Members, processing Requests
14 for Exclusion and Objections, and calculating, administering and distributing Individual Settlement
15 Payments to Settlement Class Members and related tax forms, and posting the Judgment online for six
16 (6) months after Final Approval, shall be paid from the Gross Settlement Amount, and shall not
17 exceed \$50,000.

18 **V. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION PROCESS**

19 5.1 The Settlement Administrator. The Settlement Administrator will be responsible for
20 mailing the Notice Packet (**Exhibit 1 & 2**) to Class Members, providing the necessary translations for
21 the Notice Packet (Spanish), handling inquiries from Class Members concerning the Notice Packet,
22 determination of Individual Settlement Amounts, maintaining the settlement funds in an appropriate
23 account, preparing, administering and distributing Individual Settlement Payments to Settlement
24 Class Members, issuing a final report, posting the Judgment online for 6 months, and performing such
25 other duties as the Parties may direct. On a weekly basis, the Settlement Administrator will provide
26 reports to Class Counsel and Defense Counsel updating them as to the number of valid and timely
27 Requests for Exclusion and complete and timely Objections received. The Settlement Administrator
28 will serve on Class Counsel and Defense Counsel via e-mail date-stamped copies of the original

1 Requests for Exclusion and Objections no later than five (5) calendar days after their receipt. The
2 Settlement Administrator will provide Class Counsel with proof of mailing of the Notice Packet
3 without listing individual Class Member names or contact information, which the Settlement
4 Administrator will file with the Court at the time Class Counsel files its motion for final approval of
5 the Settlement. No later than fourteen (14) calendar days prior to the Final Approval Hearing, the
6 Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel a report with
7 summary information regarding (a) the total amount of final Individual Settlement Amounts of each
8 Settlement Class Member (b) the number of Settlement Class Members to receive such payments, and
9 (c) the final number of timely and valid Opt Outs and timely and valid Objections, without listing
10 Class Member names or contact information. Administration Expenses are not anticipated to exceed
11 \$50,000. Prior to the calculation and distribution of the Individual Settlement Payments, the
12 Settlement Administrator shall calculate the total Administration Expenses through the conclusion of
13 their services and such actual amount will be deducted from the Gross Settlement Amount prior to the
14 final calculation of the Individual Settlement Amounts. Under no circumstances will Settlement
15 Administrator disclose Class Member names and/or contact information to Class Counsel or the Court
16 without prior written authorization from Defendant or subject to legal process.

17 5.2 Notice to Class Members.

18 (a) If, by entering the Preliminary Approval Order, the Court provides authorization
19 to send the Notice Packet, the Settlement Administrator will undertake the mailing of the Notice
20 Packet to all Class Members, no later than fourteen (14) calendar days after the Preliminary Approval
21 Date. The Notice Packet shall be mailed via first class mail through the United States Postal Service,
22 postage pre-paid. The envelope containing the Notice Packet shall bear the following phrase in bold
23 type, ¼ inch below the return address or ¼ inch above the addressee's address: RETURN SERVICE
24 REQUESTED. The envelope shall also bear the following phrase in the bottom left-hand corner:
25 IMPORTANT – SOCAL JIB FOOD MANAGEMENT / SB FOOD EXPRESS CLASS ACTION
26 SETTLEMENT INFORMATION. PLEASE OPEN IMMEDIATELY. The mailing enclosing the
27 Notice Packet will not contain any other materials. The Notice Packet and its envelope or covering
28 shall be marked to denote the return address of the Settlement Administrator.

1 (b) Defendants shall prepare a list, in an electronically usable format, for the
2 Settlement Administrator containing for each Class Member, to the extent Defendants have such
3 information, the following: the first, last, and middle name; Last Known Address; last known phone
4 numbers; social security numbers; start and end dates of employment; and any other information
5 required to effectuate the Settlement (“Class List”). By approving this Settlement, the Court will be
6 deemed to have authorized Defendants to provide the Settlement Administrator with this information,
7 including the social security numbers of the Class Members. Defendants shall provide this list to the
8 Settlement Administrator within seven (7) calendar days of the Preliminary Approval Date. The list,
9 and any other data provided by Defendants to the Settlement Administrator shall be treated as
10 confidential and not subject to disclosure by the Settlement Administrator, except as necessary to
11 address disputes regarding Workweeks, to respond to a specific inquiry from a Class Member, and/or
12 as otherwise necessary for the Settlement Administrator to perform their obligations described in this
13 Stipulation, but under no circumstances will Class Counsel be given access to the Class List. Should a
14 Class Member request assistance from Class Counsel with respect to this Settlement, Class Counsel
15 will be permitted to assist the Class Member, but if Class Counsel needs information contained in the
16 Class List, the Class Counsel will direct the Class Member to the Settlement Administrator for further
17 assistance. Further, the Settlement Administrator shall use commercially reasonable efforts to secure
18 the data provided by Defendants at all times so as to avoid inadvertent or unauthorized disclosure or
19 use of such data other than as permitted by this Stipulation, and shall destroy the data (and all copies
20 of it) in a complete and secure manner when such data is no longer required for purposes of this
21 Stipulation. At no time during the settlement process will any Class Member’s address, telephone
22 number or social security number be filed with the Court or given to Class Counsel. The Settlement
23 Administrator shall ensure that the notices and any other communications to Class Members shall not
24 include the Class Members’ social security number, except for the last four digits.

25 (c) Prior to mailing the Notice Packet, the Settlement Administrator shall undertake
26 a NCOA check to ascertain the accuracy of the Last Known Address of the Class Members. To the
27 extent this process yields an Updated Address, the Updated Address shall replace the Last Known
28 Address and be treated as the new Last Known Address for purposes of this Stipulation, for Notice

1 Packet mailing, and mailing of settlement checks.

2 (d) If a Class Member is known to be deceased, the Notice Packet for that deceased
3 Class Member shall be mailed to the Last Known Address (or Updated Address, if applicable) of the
4 legal representative of the deceased Class Member's estate, to the extent known.

5 (e) Unless the Settlement Administrator receives a Notice Packet returned from the
6 United States Postal Service for reasons discussed below in this paragraph, that Notice Packet shall be
7 deemed mailed and received by the Class Member to whom it was sent five (5) calendar days after
8 mailing. In the event that subsequent to the first mailing of a Notice Packet and prior to the Response
9 Deadline, that Notice Packet is returned to the Settlement Administrator by the United States Postal
10 Service as undeliverable, without a forwarding address, the Settlement Administrator shall undertake
11 an Experian Skip Tracing with respect to the Class Member to attempt to ascertain the current address
12 of the particular Class Member in question and, if such an address is ascertained, the Settlement
13 Administrator will re-send the Notice Packet to the newly-found address within three (3) business days
14 of receipt of the returned Notice Packet. In the event that subsequent to the first mailing of a Notice
15 Packet and prior to the Response Deadline that Notice Packet is returned to the Settlement
16 Administrator by the United States Postal Service with a forwarding address for the recipient, the
17 Settlement Administrator shall re-mail the notice to that address within three (3) business days of
18 receipt of the returned Notice Packet, and the forwarding address shall be deemed the Updated
19 Address for that Class Member. In either event, the Notice Packet shall be deemed received once it is
20 mailed for the second time. In the event that subsequent to the first mailing of a Notice Packet it is
21 returned to the Settlement Administrator by the United States Postal Service as undeliverable, after the
22 Response Deadline, the Settlement Administrator shall be required to take no further action with
23 respect to that Notice Packet and it shall be deemed to have been delivered. In the event the
24 Settlement Administrator must re-mail any Notice Packet pursuant to the provisions of this Paragraph
25 due to being returned, the Response Deadline shall be extended by ten (10) calendar days from the
26 date of the re-mailing of the Notice Packet, for those mailings. The Settlement Administrator shall
27 include a cover letter with any re-mailing informing the Class Member of the re-mailing of the Notice
28 Packet and extended Response Deadline. Compliance with the procedures described in this paragraph

1 shall constitute due and sufficient notice to Class Members of the Settlement and of the Final
2 Approval Hearing, and shall satisfy the requirements of due process. Nothing else shall be required of
3 or done by the Parties, Class Counsel, counsel for Defendants, or the Settlement Administrator to
4 provide notice of the Settlement and the Final Approval Hearing.

5 5.3 Declaration of Compliance. No later than twenty (20) calendar days after the Response
6 Deadline (or any applicable extended Response Deadline), the Settlement Administrator shall provide
7 Class Counsel and counsel for Defendants with a declaration attesting to completion of the notice
8 process, including any attempts to obtain Updated Addresses for, and the re-sending of, any returned
9 Notice Packets, including any and all other required steps (“Declaration of Compliance”), which shall
10 be filed with the Court by Class Counsel.

11 5.4 Responses to the Notice of Proposed Class Action Settlement. Pursuant to California
12 Rule of Court 3.766(d)(5), Class Members have the option to enter an appearance in this Litigation at
13 their own expense by obtaining their own attorney(s). Class Members who choose this option will be
14 responsible for any attorneys’ fees or costs incurred as a result of this election. The Notice Packet will
15 advise Class Members of this option.

16 5.5 Objections to Settlement. Class Members who do not submit timely and valid Opt-Out
17 or Requests for Exclusion may object to the Settlement by filing written objections (“Objection(s)”)
18 with the Court and serving a copy on the Parties by submitting the copy to the Settlement
19 Administrator no later than the Response Deadline. The Objection must: contain the Class Member’s
20 full name, dates of employment as an employee of Defendant, and signature; contain the case name
21 and number of the Action; set forth the reason for the objection; and identify any counsel representing
22 the Class Member in connection with the Objection (if any). A Class Member who objects to the
23 Settlement will still be considered a Settlement Class Member. The Settlement Administrator shall
24 provide a copy of any Objections that it receives to Class Counsel and counsel for Defendant. .

25 5.6 Submission of Claim Form Unnecessary to Participate in Settlement. Unless the Class
26 Member submits a valid and timely Opt-Out Form (or written Request for Exclusion) to the Settlement
27 Administrator by no later than forty-five (45) calendar days after the Notice Packet was first mailed,
28 the Class Member will automatically be mailed a check for his or her pro rata share of the Individual

1 Settlement Payment.

2 5.7 Opting Out of Settlement. Class Members may elect to opt out of the Settlement and,
3 thus, exclude themselves from the Settlement Class. Class Members who wish to exercise this option
4 must mail the Opt-Out Form (Exhibit 2) to the Settlement Administrator, or send in a written Request
5 for Exclusion that is postmarked on or before the Response Deadline. If a timely and valid Request for
6 Exclusion is not received by the Settlement Administrator from a Class Member on or before the
7 Response Deadline, then that Class Member will be deemed to have forever waived his or her right to
8 seek exclusion from the Settlement and Settlement Class and shall be bound by the Settlement and
9 Judgment. Class Members who do validly request exclusion from the Settlement by submitting a valid
10 and timely Request for Exclusion shall not be bound by the terms of the Settlement, shall not be
11 allowed to object to the Settlement, and shall not be entitled to any benefits as a result of the
12 Settlement.

13 In the event that any Class Member timely submits a Request for Exclusion, but it is deficient,
14 as soon as possible but not later than five (5) business days after the Settlement Administrator's receipt
15 of such deficient Request for Exclusion, the Settlement Administrator shall send by first class, postage
16 pre-paid, United States mail a notice to such Class Member informing him or her of the deficiency and
17 that he or she has ten (10) calendar days from the date of the deficiency notice (which shall be the date
18 the deficiency notice is mailed) to cure the deficiency and postmark and mail a corrected Request for
19 Exclusion.

20 The Parties agree that the Response Deadline shall not be extended, and no untimely
21 submissions will be honored, under any circumstances, unless mutually agreed to by the Parties.

22 **VI. CLASS SETTLEMENT FUNDING AND DISTRIBUTION**

23 6.1 Allocation of the Gross Settlement Amount. The "Gross Settlement Amount" means
24 the agreed-upon non-reversionary settlement amount totaling One Million Dollars \$1,000,000 to be
25 paid by Defendants in full settlement of the Action and Released Claims, which includes the Net
26 Settlement Amount (which is inclusive of 25% of the PAGA Payment), Administration Expenses,
27 Attorneys' Fees and Expenses, Service Award, and LWDA Payment, as further described herein.

28 (a) Attorneys' Fees and Expenses, not to exceed \$333,333.33 in fees and not to

1 exceed \$30,000 in litigation costs and expenses, to Class Counsel;

2 (b) Administration Expenses, not to exceed \$50,000, to the Settlement
3 Administrator;

4 (c) Service Award to the Class Representative, not to exceed \$7,5000;

5 (d) PAGA Payment in the amount of \$37,500, which is 75% of the PAGA
6 Payment to the State of California for the benefit of the LWDA (“LWDA Payment”); and

7 (e) Net Settlement Amount (which is inclusive of \$12,500 PAGA Payment, or 25%
8 of the total PAGA Payment).

9 The “Net Settlement Sum” or “Net Settlement Amount” means the net amount that Defendants
10 will pay (subject to the occurrence of the Effective Date) to all Settlement Class Members, and is
11 calculated by subtracting Section 6.1(a)-(d) from the Gross Settlement Amount. Defendants will pay
12 their share of applicable employer-side payroll taxes on the wage portion of the Settlement payments
13 separately, outside of this Settlement; the wage portion as defined below in Section 6.3 is to not
14 exceed 20% of the Net Settlement Amount that is to be reported as wages on IRS Form W-2 and its
15 state and local equivalents.

16 6.2 Calculation of the Individual Settlement Amounts. Individual Settlement Amounts to
17 be paid to Settlement Class Members shall be paid from the Net Settlement Amount. For purposes of
18 calculating the *estimated* Individual Settlement Amounts, the Settlement Administrator shall calculate
19 the estimated Net Settlement Amount based on the estimated values in Section 6.1(a)-(e) prior to
20 sending Notice Packet to the Class Members. Prior to final distribution, the Settlement Administrator
21 shall calculate the *final* Net Settlement Amount based on the actual values in Section 6.1(a)-(e).

22 The portion of the Net Settlement Amount payable to each Settlement Class Member will be
23 calculated as follows:

24 (a) The Settlement Administrator will determine the total “Workweeks” for each Class
25 Member. Workweeks are to be calculated by determining the number of days between the Class
26 Member’s start and end dates of employment during the Class Period and then dividing by seven (7).
27 If a Class Member was hired prior to January 19, 2014, then his or her start date will be January 19,
28 2014. The dates of employment will be provided to the Settlement Administrator.

1 (b) The Settlement Administrator shall divide the Net Settlement Amount by the total
2 number of Workweeks of all Settlement Class Members, in order to determine the amount that each
3 Settlement Class Member is entitled to for each Workweek (the “Weekly Amount”).

4 (c) The Settlement Administrator will multiply the Weekly Amount by the total number
5 of Workweeks that each Settlement Class Member is credited with to arrive at his or her Individual
6 Settlement Amount.

7 (d) Settlement Class Members will be issued payment of their Individual Settlement
8 Amount subject to reduction for Employment and Payroll Taxes, and the net payment is referred to as
9 an “Individual Settlement Payment.”

10 Defendants will provide the Settlement Administrator with any information that is in the
11 Defendants’ possession reasonably necessary to perform the calculation of Workweeks for each
12 Settlement Class Member, such as the hire date and end date of each Class Member, and any other
13 reasonably required information the Settlement Administrator requests to perform the calculations
14 required under this Stipulation.

15 Settlement Class Members will have one hundred and eighty (180) calendar days to negotiate
16 their respective settlement payments under this Agreement. Any checks not negotiated within the one
17 hundred and eighty (180) calendar days will be subject to the handling in conformity with Section 6.5.

18 6.3 Composition of Payments to Settlement Class Members. Each Individual Settlement
19 Amount will be allocated as follows: 20% shall be reported as wages on IRS Form W-2 and its state
20 and local equivalents, and 80% shall be reported as interest and penalties on IRS Form 1099 and its
21 state and local equivalents. The wage portion shall be subject to Employment and Payroll Taxes. The
22 non-wage portion will not be subject to any Employment and Payroll Taxes.

23 Other than the withholding of Employment and Payroll Taxes with respect to the wage portion
24 of Individual Settlement Amounts, the Class Representative and the Settlement Class Members are
25 solely responsible for the reporting and payment of the employee’s share of any federal, state, and/or
26 local income or other tax or any other withholdings due with respect to any other funds received as a
27 part of the Settlement, if any. The Class Representative agrees to defend, indemnify and hold
28 Defendants harmless for and against any damage or tax penalty Defendants incur as a result of the

1 failure by the Class Representative to pay all taxes due by his receipt of payments pursuant to this
2 Stipulation. Defendants shall have no involvement in or responsibility for the determination or
3 payment of the Settlement Class Member's taxes and required withholdings, and shall have no liability
4 for any errors made with respect to such taxes and required withholdings. Although the Settlement
5 Administrator will calculate and pay the standard applicable taxes and required withholdings, if any,
6 on the portion of the Individual Settlement Amounts constituting wages on the behalf of the
7 Settlement Class Member, Plaintiff and Settlement Class Members shall be solely responsible for any
8 and all employee's share of tax obligation associated with their respective Individual Settlement
9 Amounts and Service Award.

10 The Parties agree (and the Settlement Administrator shall warrant) that the Settlement shall be
11 administered as a qualifying, designated settlement fund pursuant to Section 468B of the International
12 Revenue Code. The Settlement Administrator shall be responsible for issuing all settlement payments
13 and handling all required state and federal tax withholding and reporting related thereto.

14 6.4 Time for Funding and Distribution of Payments under the Settlement. Defendants are to
15 deposit the Gross Settlement Amount in order to fund the Settlement Administrator's qualified
16 settlement account in installments: the first payment is \$400,000 due on October 30, 2020; the second
17 payment is for \$300,000 and will be due November 1, 2021; and the third and final payment for
18 \$300,000 will be due on November 1, 2022. Defendants will place each payment of the Gross
19 Settlement Amount into the Settlement Administrator's qualified settlement account. However, should
20 there be circumstances that lead banks or financial institutions to fail, or some other similar
21 circumstances (e.g., banks filing for bankruptcy, director/officer embezzlement, etc.) that causes the
22 unauthorized depletion of the Gross Settlement Amount or any portion of the Gross Settlement
23 Amount in the Settlement Administrator's qualified settlement account, Defendants will not be
24 required to replenish the Gross Settlement Amount or any portion of the Gross Settlement Amount to
25 effectuate the settlement. The Parties agree to three separate distributions after each deposit has been
26 made, if and only if the Court has entered the Final Approval Order and Judgment (as defined in
27 Paragraph 1.18). Therefore, the Parties agree no distribution of any portion of the Gross Settlement
28 Amount is permitted until the Court enters the Final Approval Order and Judgment (as defined in

1 Paragraph 1.18). However, the Parties agree that the timeline for funding the Settlement
2 Administrator’s qualified settlement account and distribution set forth within this paragraph is a
3 material term of this Settlement, and therefore, if the Court for some reason decides that it will not
4 enter the Final Approval Order and Judgment until the Gross Settlement Amount is fully funded, then
5 Defendants agree to abide by the funding schedule and continue to fund the Gross Settlement Amount
6 into the Settlement Administrator’s qualified settlement account per the terms of this agreement.
7 Should the Settlement be nullified for the reasons described in Section 7 (including 7.1 through 7.5),
8 then any portion of the Gross Settlement Amount already deposited into the qualified settlement
9 account will be returned to Defendants within three (3) business days of nullification event, regardless
10 of whether or not Plaintiff objects, as Plaintiff’s consent will not be required.

11 **6.5 Precise Timing of Distributions**

12 6.5 The Settlement Administrator will distribute settlement funds in three distributions after
13 each funding has occurred and after the Court enters the Final Approval Order and Judgment (as
14 defined in Paragraph 1.18). Under no circumstances will the Settlement Administrator distribute
15 settlement funds prior to the Court entering the Final Approval Order and Judgment (as defined in
16 Paragraph 1.18). No later than five (5) business days after the Court enters the Final Approval Order
17 and Judgment (as defined in Paragraph 1.18) the Settlement Administrator shall distribute the first
18 distribution. The second distribution shall be made no later than five (5) business days after the second
19 funding deadline of November 1, 2021, if and only if the Court has entered the Final Approval Order
20 and Judgment (as defined in Paragraph 1.18). The third distribution shall be made no later than five (5)
21 business days after the third funding deadline of November 1, 2022, if and only if the Court has
22 entered the Final Approval Order and Judgment (as defined in Paragraph 1.18). However, the Parties
23 agree that the timeline for funding the Settlement Administrator’s qualified settlement account and
24 distribution set forth within this paragraph is a material term of this Settlement, and therefore, if the
25 Court for some reason decides that it will not enter the Final Approval Order and Judgment until the
26 Gross Settlement Amount is fully funded, then Defendants agree to abide by the funding schedule and
27 continue to fund the Gross Settlement Amount into the Settlement Administrator’s qualified settlement
28

1 account per the terms of this agreement. The Parties agree that the Settlement Administrator shall
2 make distributions after each funding has occurred if and only if the Court has entered the Final
3 Approval Order and Judgment (as defined in Paragraph 1.18). The Settlement Administrator shall
4 distribute the payments for each distribution as follows: the Individual Settlement Payments to
5 Settlement Class Members, Attorneys' Fees and Expenses to Class Counsel (not to exceed 1/3 of
6 Court-approved amount per distribution), Service Award to Class Representative (not to exceed 1/3 of
7 Court-approved amount per distribution), and LWDA Payment to the LWDA (not to exceed 1/3 of
8 Court-approved amount per distribution), all in the Court-approved amounts. The Settlement
9 Administrator shall make every effort to pay the applicable taxes and required withholdings, if any,
10 associated with each Settlement Class Member's Individual Settlement Amount and mail the
11 Individual Settlement Payment to each Settlement Class Member, by first-class U.S. mail, to the last-
12 known address no later than five (5) business days after each funding of the Gross Settlement Amount
13 with the Settlement Administrator. If the Settlement Administrator is not able to do so within the time
14 period set forth above, it shall so inform Class Counsel and provide an approximate date by which the
15 applicable taxes and required withholdings shall be paid and the Individual Settlement Payments will
16 be mailed. Within two hundred (200) calendar days of the full sum of the Gross Settlement Amount
17 being distributed, the Settlement Administrator shall file with the Court and provide to Class Counsel
18 a declaration of payment. In the event that any Settlement Class Member is deceased, payment shall
19 be made payable to the estate of that Settlement Class Member and delivered to the executor or
20 administrator of that estate, unless the Settlement Administrator has received an affidavit or
21 declaration pursuant to California Probate Code § 13101, in which case payment shall be made to the
22 affiant(s) or declarant(s).

23 6.6 Non-Cashed Settlement Checks. Individual Settlement Payment checks shall be valid
24 for a period of one hundred and eighty (180) calendar days after they are mailed, and thereafter, will
25 be cancelled. Funds remaining from the cancelled checks will be sent to State of California's
26 Unclaimed Property Fund in the Settlement Class Members' names.

27 **VII. NULLIFICATION OF THIS STIPULATION**

28 7.1 Non-Approval of the Stipulation. If (a) the Court should for any reason fail to approve

1 this Stipulation in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter
2 Judgment of the Action, or (c) the approval of the Settlement and Judgment is reversed, modified or
3 declared or rendered void, then the Settlement and conditional class certification shall be considered
4 null and void, and neither the Settlement, conditional class certification, nor any of the related
5 negotiations or proceedings, shall be of any force or effect, and all parties to the Settlement shall stand
6 in the same position, without prejudice, as if the Class Settlement had been neither entered into nor
7 filed with the Court, and any portion of the Gross Settlement Amount already deposited into the
8 qualified settlement account will be returned to Defendants within three (3) business days of non-
9 approval, regardless of whether or not Plaintiff objects, as Plaintiff's consent will not be required.
10 Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in
11 the Stipulation to facilitate approval.

12 7.2 Defendants' Right to Void or Rescind Settlement Due to Opt-Outs. If five percent (5%)
13 or more of the Class Members submit timely and valid Requests for Exclusion, Defendants shall have
14 the option, in its sole discretion, to rescind this Stipulation, whereupon the Settlement and Stipulation
15 shall be null and void for any and all purposes and may not be used or introduced in the Action or any
16 other proceeding. The Parties will be restored to their respective positions in the Action as if this
17 Settlement was never negotiated, drafted, or agreed upon. Any portion of the Gross Settlement
18 Amount already deposited into the qualified settlement account will be returned to Defendants within
19 three (3) business days of Defendants' rescission, regardless of whether or not Plaintiff objects, as
20 Plaintiff's consent will not be required. The Settlement Administrator shall notify Class Counsel and
21 Counsel for Defendants of the total number of timely and valid Requests for Exclusion and the
22 individual settlement value for each such Class Members had they not opted out by no later than
23 fourteen (14) calendar days after the Response Deadline. Should Defendants choose to void the
24 Settlement under this paragraph, they shall be responsible for all Administration Expenses actually
25 incurred up to the time it sought to void the Settlement.

26 7.3 Invalidation. Invalidation of any material portion of the Settlement shall invalidate the
27 Settlement in its entirety, unless the Parties through their counsel may subsequently agree in writing
28 that the remaining provisions of the Settlement are to remain in full force and effect. Any portion of

1 the Gross Settlement Amount already deposited into the qualified settlement account will be returned
2 to Defendants within three (3) business days of invalidation, regardless of whether or not Plaintiff
3 objects, as Plaintiff's consent will not be required

4 7.4 Stay Upon Appeal. In the event of a timely appeal from the approval of the Settlement
5 and Judgment, the Judgment shall be stayed, and Defendants shall not be obligated to fund the Gross
6 Settlement Amount or take any other actions required by this Stipulation until all appeal rights have
7 been exhausted by operation of law. Any portion of the Gross Settlement Amount already deposited
8 into the qualified settlement account will be returned to Defendants within three (3) business days of
9 the filing of a notice of appeal, regardless of whether or not Plaintiff objects, as Plaintiff's consent will
10 not be required

11 7.5 Notice in Writing. Unless otherwise ordered by the Court, in the event the Stipulation
12 shall be terminated, cancelled, declared void, or fails to become effective in accordance with its terms,
13 within ten (10) business days after written notification of such event, Defendants and Class Counsel
14 shall notify each other of this event in writing.

15 **VIII. MOTION FOR COURT APPROVAL**

16 8.1 Preliminary Approval. Class Counsel shall promptly submit this Stipulation to the
17 Court for preliminary approval and determination by the Court as to its fairness, adequacy, and
18 reasonableness, and entry of a Preliminary Approval Order substantially in the form filed concurrently
19 herewith as **Exhibit 3**, which schedules a hearing on the question of whether the Settlement should be
20 approved as fair, reasonable, and adequate as to the Settlement Class Members, approving as to form
21 and content the proposed Notice Packet attached hereto as **Exhibit 1 and 2**, and directing the mailing
22 of the Notice Packet to Class Members. While Defendants can reserve their right to object to facts or
23 assertions made in the moving papers, Defense Counsel shall file a notice of non-opposition to the
24 granting of the motion for preliminary approval of the Settlement or join in the motion. Defense
25 Counsel shall be given a chance to review the motion for preliminary approval and the motion for final
26 approval prior to filing. Defendants will be able to make limited revisions within three (3) business
27 days of receiving the draft of the motions, including but not limited to revisions with respect to
28 references to Defendants' financial condition. Defendants also agree to make their relevant financial

1 documents for in camera review if the Court requests them, as well as to make them available to an
2 expert, if the Court requires an expert declaration.

3 Failure of the Court to enter the Preliminary Approval Order in its entirety will be grounds for
4 Parties to terminate the Settlement and the terms of this Stipulation pursuant to Section 7.1; however,
5 pursuant to Section 7.1, the Parties are to take all reasonable steps to cure any deficiencies so as to
6 avoid any termination of the Settlement.

7 8.2 Final Approval. The Final Approval Hearing shall be held before the Court. At the
8 Final Approval Hearing, Plaintiff shall move the Court for the entry of the final order certifying the
9 Settlement Class for settlement purposes only and approving the Settlement as being fair, reasonable
10 and adequate to the Settlement Class Members within the meaning of California Rules of Court, Rule
11 3.769(c), (d), (g) and (e) and for the entry of a final Judgment of the Action consistent with the terms
12 of the Settlement and California Rule of Court 3.769(h). Should the Court require Class Counsel
13 and/or Defense Counsel to submit any pleadings and/or evidence for the Court's determination, the
14 Parties will comply to the extent reasonable.

15 8.3 Entry of Judgment. Pursuant to California Rule of Court 3.769(h) and any other
16 applicable rules, if the court approves this Settlement after the Final Approval Hearing, the Court must
17 make and enter Judgment. The Judgment must include a provision for the retention of the court's
18 jurisdiction over the parties to enforce the terms of the Judgment. This Judgment shall be a judgment
19 for purposes of California Rule of Court 3.771(a). Notice of Judgment under California Rule of Court
20 3.771(b) to be distributed to Class Members by the Settlement Administrator, and that will be done by
21 having the Judgment posted online on the Settlement Administrator's website (or a functional
22 equivalent) for six (6) months after the entry of Judgment.

23 **IX. RELEASES AND WAIVERS**

24 9.1 Release of Claims by Settlement Class Members and Plaintiff. Upon the Effective Date,
25 each Settlement Class Member and Plaintiff, each release, discharge, and agree to hold harmless the
26 Released Parties, and each of them, of and from any and all Released Claims. The definition of
27 Effective Date (1.12) includes the Gross Settlement Amount being fully funded and all distributions
28 being made to Class Members pursuant to Section 6.1 through 6.6 of this Stipulation. Thus, the claims

1 will not be released until the Gross Settlement Amount is fully funded.

2 It is the desire of the Parties and the Class Members to fully, finally, and forever settle,
3 compromise, and discharge the Released Claims.

4 Plaintiff and each Class Member (except those who submit a timely and valid Request for
5 Exclusion), will be bound by the release of Released Claims as a result of the Settlement and to the
6 terms of the Judgment.

7 9.2 Release of Claims by Plaintiff. Plaintiff on behalf of himself and his heirs, executors,
8 administrators, representatives and anyone who purports to act on his behalf, shall and does hereby
9 forever release, discharge and agrees to hold harmless all Released Parties from any and all charges,
10 complaints, claims, allegations, liabilities, obligations, promises, agreements, controversies, damages,
11 actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney
12 fees and costs), known or unknown, at law or in equity, which Plaintiff now has, could now have, or
13 has had arising out of any known or unknown fact, condition or incident occurring prior to and
14 including the Effective Date against the Released Parties arising out of or in any way connected with
15 his employment by the Released Parties including, the Released Claims, claims that were asserted or
16 could have been asserted in the Complaint, and any and all transactions, occurrences, or matters
17 between the parties occurring at any time.

18 Without limiting the generality of the foregoing, this release shall include, but not be limited to
19 the following: any and all claims under the Americans With Disabilities Act, as amended; Title VII of
20 the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; 42 U.S.C. § 1981, as
21 amended; the Age Discrimination in Employment Act, as amended; the Fair Labor Standards Act, as
22 amended; the Equal Pay Act; the Employee Retirement Income Security Act, as amended; the
23 Consolidated Omnibus Budget Reconciliation Act; the Rehabilitation Act of 1973; the Family and
24 Medical Leave Act; the Civil Rights Act of 1966; the California Fair Employment and Housing Act;
25 the California Constitution; the California Labor Code; the California Government Code; the
26 California Civil Code; the Industrial Welfare Commission Wage Orders; the California Private
27 Attorneys General Act; the Unruh Civil Rights Act; the Bane Act; the Occupational Safety and Health
28 Act; the Worker Adjustment and Retraining Notification Act, as amended; the California Unfair

1 Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.); any state, civil, or statutory laws,
2 including any and all human rights laws and laws against discrimination; any and all wage-and-hour
3 claims arising under the laws of the State of California, including, without limitation, statutory,
4 constitutional, contractual, and/or common law claims for wages, damages, restitution, unreimbursed
5 expenses, equitable relief, penalties, liquidated damages, and/or punitive damages; any and all other
6 federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims
7 based on constitutional, statutory, common law or regulatory grounds as well as any other claims
8 based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud,
9 misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress,
10 or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws; any
11 claims that could have been alleged in the Complaint; and any claims for interest, attorneys' fees,
12 and/or costs. This release is for any and all relief, no matter how denominated, including, but not
13 limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages,
14 liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs,
15 and Plaintiff hereby forever releases, discharges and agrees to hold harmless the Released Parties from
16 any and all claims for attorney fees and costs arising out of the matters released in this Stipulation.

17 Additionally, in consideration for the promises, obligations, and payment set forth in this
18 Stipulation, Plaintiff expressly releases, waives, and relinquishes any ability to participate in or
19 maintain any proposed class action, collective action, representative action, PAGA action, multiple
20 plaintiff action, or similar proceeding against Defendants or Released Parties, with the exception of the
21 instant Action.

22 In exchange for his Service Award, Plaintiff expressly waives the protections of California
23 Civil Code section 1542, and it is his intention in executing this Stipulation that the same shall be
24 effective as a bar to each and every claim, complaint, action, debts, promises, demand, cause of action,
25 obligation, damage, liability, charge, attorneys' fees and costs herein above released. The Plaintiff
26 hereby expressly waives and relinquishes all of his rights and benefits, if any, arising under California
27 Civil Code section 1542, which provides:

28 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
 THAT THE CREDITOR OR RELEASING PARTY DOES NOT**

1 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
2 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
3 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
4 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
5 **OR RELEASED PARTY.**

6 Plaintiff may, being aware of Section 1542, hereafter discover facts in addition to or different from
7 those which he now knows or believes to be true with respect to the subject matter of all the claims
8 referenced herein, but stipulates and agrees that, upon the Effective Date, Plaintiff shall and hereby
9 does fully, finally and forever settle and release any and all claims against the Released Parties, known
10 or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have
11 been asserted upon any theory of law or equity without regard to the subsequent discovery of existence
12 of such different or additional facts.

13 **X. DUTIES OF THE PARTIES**

14 10.1 Mutual Full Cooperation. The Parties agree to cooperate fully with one another to
15 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be
16 limited to, execution of such other documents and the taking of such other actions as may reasonably
17 be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts, including all
18 efforts contemplated by this Stipulation and any other efforts that may become necessary by court
19 order or otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as practicable
20 after execution of this Stipulation, Class Counsel, with the cooperation of Defendants and Defense
21 Counsel, shall take all necessary and reasonable steps to secure the Court's preliminary approval and
22 final approval of this Stipulation.

23 10.2 Duty to Support and Defend the Settlement. The Parties agree to abide by all of the
24 terms of the Settlement in good faith and to support the Class Settlement fully and to use their best
25 efforts to defend this Class Settlement from any legal challenge, whether by appeal or collateral attack.

26 10.3 Duties Prior to Court Approval. Class Counsel shall promptly submit this Stipulation to
27 the Court for Preliminary Approval and determination by the Court as to its fairness, adequacy, and
28 reasonableness. Promptly upon execution of this Stipulation, Class Counsel shall apply to the Court
for the entry of a Preliminary Order substantially in the form filed concurrently herewith as **Exhibit 2**,
scheduling a hearing on the question of whether the proposed Settlement should be approved as fair,

1 reasonable, and adequate as to the Class Members, approving as to form and content the proposed
2 Notice Packet attached hereto as **Exhibit 1 and 2**, and directing the mailing of the Notice Packet to
3 Class Members. While Defendants can reserve their right to object to facts or assertions made in the
4 moving papers, Defense Counsel shall file a notice of non-opposition to the granting of the Motion for
5 Preliminary Approval or join in the motion, and be given a chance to review the motion for
6 preliminary approval and the motion for final approval prior to filing.

7 **XI. MISCELLANEOUS PROVISIONS**

8 11.1 Voiding the Stipulation. Pending Court approval and other than as provided in Section
9 VII (entitled “NULLIFICATION OF THIS STIPULATION”) herein, if any of the conditions set forth
10 in this Stipulation are not met and satisfied, this Stipulation shall, at the option of Defendants, be
11 ineffective, void, and of no further force and effect, and shall not be used or be admissible in any
12 subsequent proceeding, either in this Court or in any other court or forum. If Defendants decide to
13 void the Settlement, then the Settlement and conditional class certification shall be considered void,
14 and neither the Settlement, Stipulation, conditional class certification, nor any of the related
15 negotiations or proceedings, shall be of any force or effect, and the Parties shall stand in the same
16 position, without prejudice, as if this Stipulation had been neither entered into nor filed with the Court.

17 11.2 No Prior Assignments. The Parties represent, covenant, and warrant that they have not
18 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
19 to any person or entity any portion of any liability, claim, demand, action, cause of action, or right
20 herein released and discharged except as set forth herein.

21 11.3 Non-Admission. Nothing in this Stipulation shall be construed as or deemed to be an
22 admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party,
23 or any other person, and the Parties specifically disclaim any liability, culpability, negligence, or
24 wrongdoing toward each other or any other person. Each of the Parties has entered into this Stipulation
25 with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses,
26 and contingencies. Nothing herein shall constitute any admission by the Released Parties of
27 wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall
28 constitute any admission by the Released Parties regarding the merits of the claims in this Action,

1 including but not limited to claims for unpaid wages or other compensation, benefits or penalties under
2 California and/or federal law. Nothing herein shall constitute an admission by the Released Parties that
3 the Action was properly brought as a class or representative action other than for settlement purposes.
4 To the contrary, the Released Parties have denied and continue to deny each and every material factual
5 allegation and all claims. To this end, the Settlement of the Action, the negotiation and execution of
6 this Stipulation, and all acts performed or documents executed pursuant to or in furtherance of this
7 Stipulation or the Settlement are not, shall not be deemed to be, and may not be used as, an admission
8 or evidence of any wrongdoing or liability on the part of the Released Parties or of the truth of any of
9 the factual allegations in the Complaint in the Action; and are not, shall not be deemed to be, and may
10 not be used as, an admission or evidence of any fault or omission on the part of the Released Parties in
11 any civil, criminal or administrative proceeding in any court, administrative or governmental agency
12 or other tribunal.

13 11.4 No Publicity.

14 (a) Plaintiff and Defendants, and their respective counsel, recognize, and accept
15 that the Parties to this Stipulation desire that information regarding the terms of this Stipulation, the
16 fact of the Settlement embodied in this Stipulation, the disposition of the Action, the Action, and all
17 matters relating to the litigation of the Action, including discovery proceedings therein, and evidence
18 obtained during the course of the Action, shall be provided to the Class by way of the Court-approved
19 Notice Packet and public access to Court records in the Action, and that this information shall not
20 otherwise be discussed with or presented to the media or press, and shall not be discussed or
21 mentioned in any of Class Counsel's internal or external advertising or marketing materials, including
22 but not limited to any website(s) maintained by Class Counsel.

23 (b) Further, Plaintiff and his counsel agree that they will not issue any press
24 releases, initiate any contact with the press, respond to any press inquiry, post on any internet
25 websites, or have any communication with the press about the Action, and/or the fact, amount or terms
26 of the Settlement. Before the date of the filing of the motion for preliminary approval of the
27 Settlement, Plaintiff and his counsel will not initiate any contact with Class Members or anyone else
28 about the Settlement, except that: (a) Class Counsel, if contacted by a Class Member, may respond

1 that a settlement has been reached and that the details will be communicated in a forthcoming Court-
2 approved notice; and (b) the Plaintiff, if contacted by a Class Member, may respond only that the
3 Class Member should contact the Settlement Administrator.

4 11.5 Non-Retaliation. Defendants understand and acknowledge that they have a legal
5 obligation not to retaliate against any Class Member who elects to participate in the Settlement or
6 elects to opt out of the Settlement. Defendants will refer any inquiries regarding this Settlement to the
7 Settlement Administrator or Class Counsel and will not discourage Class Members who are currently
8 working for Defendants, directly or indirectly, from making claims, opting out or objecting to the
9 Class Settlement.

10 11.6 Construction. The Parties hereto agree that the terms and conditions of this Stipulation
11 are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that
12 this Stipulation is not to be construed in favor of or against any Party by reason of the extent to which
13 any Party or his/its counsel participated in the drafting of this Stipulation. If any of the dates in the
14 Stipulation falls on a weekend, bank or court holiday, the time to act shall be extended to the next
15 business day, except that should the Response Deadline (or extension(s) thereof specified in the
16 Stipulation relating to a deficiency notice or a re-mailing) falls on a Saturday and regular U.S. Mail
17 service is in operation that day, then no further extension pursuant to this paragraph shall apply to
18 these specific deadlines. The language of all parts of this Stipulation shall in all cases be construed as
19 a whole, according to its fair meaning, and not strictly for or against either Party. No Party shall be
20 deemed the drafter of this Stipulation. The Parties acknowledge that the terms of the Stipulation are
21 contractual and are the product of negotiations between the Parties and their counsel. Each Party and
22 his/its counsel cooperated in the drafting and preparation of the Stipulation. In any construction to be
23 made of the Stipulation, the Stipulation shall not be construed against any Party and the canon of
24 contract interpretation set forth in California Civil Code section 1654 shall not be applied.

25 11.7 Governing Law. The Stipulation and the exhibits hereto shall be considered to have
26 been negotiated, executed, and delivered, and to have been wholly performed, in the State of
27 California, and the rights and obligations of the Parties to the Stipulation shall be construed and
28 enforced in accordance with, and governed by, the internal, substantive laws of the State of California

1 without regard to conflict of law principles in all respects, including execution, interpretation,
2 performance, and enforcement.

3 11.8 Notices. Except for mailing of the Notice Packet to Class Members, any and all notices
4 or other communications required or permitted under this Stipulation shall be in writing and shall be
5 sufficiently given if delivered to the Party or his/its counsel by U.S. certified mail, postage prepaid, e-
6 mail, facsimile, or overnight delivery addressed to the address of the Party appearing in this
7 Stipulation.

8 11.9 Captions and Interpretations. Section titles or captions contained herein are inserted as
9 a matter of convenience and for reference only and in no way define, limit, extend, or describe the
10 scope of this Stipulation or any provision thereof.

11 11.10 Modification. This Stipulation may not be changed, altered, or modified, except in
12 writing signed by the Parties' counsel and approved by the Court. In the event that the Court requires
13 certain changes to this Stipulation, the Parties agree that such amendments can be made through a
14 stipulation signed solely by their counsel, provided that such amendment conforms precisely to the
15 Court's order.

16 11.11 Successors and Assigns. This Stipulation shall be binding upon and inure to the benefit
17 of the Parties and Settlement Class Members (excluding only persons who submit a timely and valid
18 Request for Exclusion) and their respective present and former heirs, trustees, executors,
19 administrators, representatives, officers, directors, shareholders, agents, employees, insurers,
20 attorneys, accountants, auditors, advisors, consultants, pension and welfare benefit plans, fiduciaries,
21 parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors,
22 and assigns.

23 11.12 Corporate Signatories. Any person executing this Stipulation or any such related
24 document on behalf of a corporate signatory hereby warrants and promises, for the benefit of all
25 Parties hereto, that such person has been duly authorized by such corporation to execute this
26 Stipulation or any such related document.

27 11.13 Execution in Counterparts. This Stipulation shall become effective upon its execution
28 by all of the undersigned. The Parties may execute this Stipulation in counterparts, and execution of

1 counterparts shall have the same force and effect as if all Parties had signed the same instrument.
2 Parties may also execute the Stipulation by way of electronic signature or other electronic means.

3 11.14 No Third-Party Beneficiaries. The Stipulation shall be binding upon, and inure to the
4 benefit of, the successors and assigns of the Parties hereto; however, this Stipulation is not designed to
5 and does not create any third-party beneficiaries unless otherwise specifically provided herein.

6 11.15 No Cooperation with Other Claims. The Class Representative shall not cooperate with,
7 help, bring, counsel, aid, or in any manner assist any person or entity in filing or pursuing a claim,
8 complaint, class action, collective action, representative action, action, debt, promise, demand,
9 grievance, cause of action, obligation, damage, liability, or charge against Defendants, except as
10 required by law or regulation.

11 11.16 Attorney Fees, Costs and Expenses. Except as otherwise specifically provided for
12 herein, each party shall bear his/its own attorney fees, costs and expenses, taxable or otherwise,
13 incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any
14 other party to this Stipulation.

15 11.17 Action to Enforce Agreement. In any suit or court action to enforce the terms of this
16 Stipulation, the prevailing party shall be entitled to recover his/its attorneys' fees and costs.

17 11.18 Court Retains Jurisdiction. The Court shall retain jurisdiction with respect to
18 implementation and enforcement of the terms of the Stipulation, and all parties hereto submit to the
19 jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the
20 Stipulation.

21 IN WITNESS WHEREOF, the Parties and their counsel have executed this Stipulation on the
22 date below their signatures or the signature of their representatives. The date of the Stipulation shall be
23 the date of the latest signature.


24 THIS STIPULATION HAS BEEN READ AND AGREED TO INDIVIDUALLY AND ON
25 BEHALF OF THE PROPOSED CLASS:

26 _____
27 Plaintiff Fernando Bonola
28

Dated: _____, 2020

1 READ AND AGREED TO ON BEHALF OF SOCIAL JIB FOOD MANAGEMENT INC.
2 AND SB FOOD EXPRESS INC.:

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Dated: _____ 7/29, 2020

By: _____
SOCAL JIB FOOD MANAGEMENT, INC.



Dated: _____ 7/29, 2020

By: _____
SB FOOD EXPRESS, INC.

APPROVED AS TO FORM:

/s/AutumnL Moore

Dated: _____ 7/29, 2020

Beth A. Kahn, Esq.
Autumn L. Moore, Esq.
Clark Hill LLP
Attorneys for Defendants
SOCAL JIB FOOD MANAGEMENT, INC., and
SB FOOD EXPRESS, INC.

Dated: _____, 2020

Ronald H. Bae, Esq.
Olivia D. Scharrer, Esq.
Aequitas Legal Group
Attorneys for Plaintiff FERNANDO BONOLA and Class Members