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9

10 SUPERIOR COURT OF STATE OF CALIFORNIA
11 FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER

12

13 CRISTOBAL FLORES-OCAMPO, as an
individual and on behalf of others similarly
14 situated,

15 Plaintiff,

16 vs.

17 LAGUNA COOKIE COMPANY INC., a
California Corporation, and DOES 1-50,
18 inclusive,

19 Defendant.

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Case No: 30-2020-01166599-CU-OE-CXC

Assigned for all purposes to:
Hon. William Claster
Department CX-101

**SECOND AMENDED JOINT
STIPULATION OF SETTLEMENT**

Case filed: October 22, 2020
Trial date: TBD

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22 Pittsburgh, PA 15219
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25 Attorneys for Defendant Laguna Cookie Company, Inc.
26
27
28

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

6 This Agreement is made by and between Named Plaintiff Cristobal Flores-Ocampo (referred
7 to herein as “Plaintiff” or “Named Plaintiff”) and the Class Members, on the one hand, and
8 Defendants Laguna Cookie Company, Inc., and D.F. Stauffer Biscuit Co., Inc. (“Defendants”), on
9 the other hand. Plaintiff and Defendants collectively are referred to in this Agreement as “the
10 Parties.”

11 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
12 concluded by agreement of Defendant to pay the settlement amount of Nine Hundred Thirty
13 Thousand, Eight Hundred Thirty-Four Dollars and Zero Cents (\$930,834.00) as provided in Section
14 4.06(a) below (“Gross Settlement Amount”) pursuant to the terms and conditions of this Agreement
15 and for the consideration set forth herein.

16 **ARTICLE I**

17 **DEFINITIONS**

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

20 a. “Action” means the action described as follows: *Cristobal Flores-Ocampo*
21 *individually and on behalf of all others similarly situated v. Laguna Cookie Company Inc., a*
22 *California corporation, and DOES 1 through 50, inclusive*, Case No. 30-2020-01166599-CU-OE-
23 CXC, commenced on October 22, 2020, in the Superior Court of the State of California, County of
24 Orange.

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

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1 c. “Aggrieved Employees” means all current and former non-exempt individuals
2 employed by the Defendants in California at any time between October 22, 2019 through April 8,
3 2023.

4 d. “Class” means all current and former non-exempt employees employed by the
5 Defendants in California at any time between October 22, 2016 through April 8, 2023. The Class
6 excludes employees directly employed by staffing companies including the employees of Chartwell
7 Staffing Services, Inc., in the lawsuit entitled *Mendoza v. Laguna Cookie Company, Inc., Chartwell*
8 *Staffing Services, Inc., and D.F. Stauffer Biscuit Co., Inc. and DOES 1 through 20, inclusive*, Case
9 No. 30-2019-01107762-CU-OE-CXC, commenced on October 28, 2019, in the Superior Court of
10 the State of California, County of Orange.

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

12 JACKSON APC
13 Armond M. Jackson
14 Andrea M. Fernandez-Jackson
15 Anthony S. Filer, Jr.
16 2 Venture Plaza, Suite 240
17 Irvine, CA 92618
18 Phone: (949) 281-6857
19 Fax: (949) 777-6218

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

24 g. “Class Member” means a member of the Class, as either a Participating Class Member
25 or Non-Participating Class Member (including a Non-Participating Class Member who qualified as
26 an Aggrieved Employee).

27 h. “Class Period” means the period of time from October 22, 2016 through April 8, 2023.

28 i. “Court” means the Superior Court of the State of California, County of Orange.

29 j. “Date of Finality” means the later of the following: (1) the date the Final Order is
30 signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no
31 appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or

1 other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10)
2 days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes
3 final.

4 k. “Defendants” means Defendant Laguna Cookie Company, Inc., and D.F. Stauffer
5 Biscuit Co., Inc.

6 l. “Defense Counsel” means counsel for Defendant:

7 BUCHANAN INGERSOLL & ROONEY LLP
8 Jason E. Murtagh
9 One America Plaza
10 600 West Broadway, Suite 1100
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24 Phone: (412) 562-8800
25 Fax: (412) 562-1041

26 m. “Disposition” means the method by which the Court approves the terms of the
27 Settlement and retains jurisdiction over its enforcement, implementation, construction,
28 administration, and interpretation.

n. “Enhancement Award” means a monetary amount of up to Five Thousand Dollars
and Zero Cents (\$5,000.00) for Plaintiff Cristobal Flores-Ocampo subject to Court approval, in
recognition of his effort and work in prosecuting the Action on behalf of Class Members.

o. “Final Fairness and Approval Hearing” means the Court’s hearing on the Motion for
Final Approval of the Settlement to conduct an inquiry into the fairness of the Settlement as set forth

1 in this Agreement and to determine whether to approve finally and implement the terms of this
2 Agreement and enter the Judgment.

3 p. “Final Order Approving Settlement of Class Action” or “Final Order” means the final
4 formal court order signed by the Court following the Final Fairness and Approval Hearing in
5 accordance with the terms herein, approving this Agreement.

6 q. “Gross Settlement Amount” means Nine Hundred Thirty Thousand, Eight Hundred
7 Thirty-Four Dollars and Zero Cents (\$930,834.00) to be paid by Defendant as provided by this
8 Agreement to settle this Action. All payments to the Class, Settlement Administration Costs, Class
9 Counsel’s attorneys’ fees and costs, and Enhancement Award, pursuant to Section 4.07(a) below,
10 shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising
11 from the payments made under this settlement shall be paid by Defendant separate from and in
12 addition to the Gross Settlement Amount. The Parties have agreed that 20% of the Net Settlement
13 Fund shall be allocated to wages, with the remaining 80% allocated to penalties and interest. No
14 part of the Gross Settlement Amount shall revert to Defendant.

15 r. “Individual Settlement Payment(s)” means each Participating Class Member’s
16 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
17 by the calculations provided in this Agreement.

18 s. “LWDA” means the State of California Labor and Workforce Development Agency.

19 t. “LWDA Payment” means 75% of the Fifty Thousand Dollars and Zero Cents
20 (\$50,000.00) allocated to the settlement of PAGA claims which, subject to Court approval, will be
21 paid to the LWDA pursuant to Section 4.07(e) of this Agreement, as provided for below.

22 u. “Motion for Final Approval” means Plaintiff’s submission of a written motion,
23 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
24 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
25 to enter a Final Order in this Action as required by Rule 3.769 of the California Rules of Court.

26 v. “Motion for Conditional Class Certification and Preliminary Approval” means
27 Plaintiff’s submission of a written motion, including any evidence as may be required for the Court
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1 to grant preliminary approval of the Settlement as required by Rule 3.769 of the California Rules of
2 Court.

3 w. “Named Plaintiff” means Cristobal Flores-Ocampo.

4 x. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved
5 Settlement Administration Costs, Class Counsel’s attorneys’ fees and costs, Enhancement Award,
6 and LWDA Payment, pursuant to Section 4.07(a)-(f) below.

7 y. “Non-Participating Class Member” means any Class Member who submits to the
8 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
9 to Section 4.04(b) below.

10 z. “Notice Packet” means collectively and in a form substantially similar to, the Notice
11 of Class Action Settlement attached hereto as **Exhibit A**, Dispute Form as **Exhibit B** and the
12 Exclusion Form attached hereto as **Exhibit C**, all subject to Court approval.

13 aa. “PAGA” means the California Private Attorneys General Act of 2004, which is
14 codified in California Labor Code §§ 2698 *et seq.*

15 bb. “PAGA Group Members” means all Class Members employed by the Released
16 Parties at any time between October 22, 2019 through April 8, 2023.

17 cc. “PAGA Pay Period Payment Rate” means the gross amount that shall be paid for each
18 PAGA Pay Period for PAGA Group Members as described in Section 4.06(f) below.

19 dd. “PAGA Payment” means the amount payable from the PAGA Settlement Amount to
20 each PAGA Group Member.

21 ee. “PAGA Period” means the period of time from October 22, 2019 through April 8,
22 2023.

23 ff. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
24 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have
25 agreed that the PAGA Settlement Amount is Fifty Thousand Dollars and Zero Cents (\$50,000.00),
26 subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA
27 Payment, and the remaining 25% will be added to the Net Settlement Amount and distributed to
28 PAGA Group Members.

1 gg. “Participating Class Member” means a Class Member who does not timely exclude
2 himself or herself from the Settlement and will therefore receive his or her share of the Net Settlement
3 Amount automatically without the need to return a claim form. Each Participating Class Member
4 will be paid his/her Individual Settlement Payment.

5 hh. “Preliminary Approval Date” means the date the Court preliminarily approves the
6 Settlement embodied in this Agreement.

7 ii. “Qualified PAGA Pay Periods” means the total number of pay periods during the
8 PAGA Period that a PAGA Group Member performed work for Defendant as a non-exempt
9 employee.

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

13 kk. “Qualifying Workweeks” means the number of weeks that Class Members worked
14 for the Released Parties as non-exempt employees during the Class Period.

15 ll. “Released Parties” means Defendants, Laguna Cookie Company, Inc., and its parent,
16 the D.F. Stauffer Biscuit Co., Inc., , and each of their successors, assigns, predecessors, subsidiaries,
17 divisions, affiliates, related companies and insurers, and its and their respective officers, directors,
18 employees, administrators, fiduciaries, and agents.

19 mm. “Response Deadline” means the deadline by which Class Members must postmark or
20 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
21 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
22 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal
23 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
24 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
25 mailing.

26 nn. “Settlement Administration Costs” means all costs incurred by the Settlement
27 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
28 the Class, calculation of Individual Settlement Payments, generation of Individual Settlement

1 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
2 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for his Enhancement
3 Award, and to the LWDA for the LWDA Payment. The Settlement Administration Costs shall be
4 paid from the Gross Settlement Amount.

5 oo. "Settlement Administrator" means CPT Group, Inc., which the Parties have agreed
6 will be responsible for the administration of the Individual Settlement Payments to be made by
7 Defendant from the Gross Settlement Amount and related matters under this Agreement.

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9 **ARTICLE II**

10 **RECITALS**

11 a. On October 22, 2020, Plaintiff Cristobal Flores-Ocampo commenced this Action by
12 filing a Complaint against Defendant in the Superior Court of the State of California, County of
13 Orange. Plaintiff's Complaint asserted the following causes of action:

- 14 1. Failure to pay wages for all time worked under Cal. Labor Code §§ 510, 1194,
15 and Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-
2001, and 9-2001;
- 16 2. Failure to pay overtime wages under Cal. Labor Code §§ 510, 1194, and Section
17 3 of Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-
2001, and 9-2001;
- 18 3. Failure to pay wages on a timely basis under Cal. Labor Code § 210;
- 19 4. Collecting and receiving wages from employees under Cal. Labor Code §§ 210,
20 221;
- 21 5. Failure to authorize or permit meal periods under Cal. Labor Code §§ 226.7, 512
22 and Section 11 of Industrial Welfare Commission Wage Orders 1-2001, 4-2001,
23 7-2001, 8-2001, and 9-2001;
- 24 6. Failure to authorize or permit rest periods under Cal. Labor Code § 226.7 and
25 Section 12 of Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-
26 2001, 8-2001, and 9-2001;
- 27 7. Failure to provide complete and accurate wage statements under Cal. Labor Code
28 § 226(a);
8. Failure to timely pay all earned wages and final paychecks under Cal. Labor Code
§§ 201, 202, and 203;
9. Failure to reimburse Plaintiff and other employees under Cal. Labor Code §§
2802, 2804; and

1 Because the Parties have stipulated to the certification of the Class with respect to all causes
2 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and
3 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional
4 basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of
5 Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this
6 Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of
7 certification of the Class with respect to all causes of action alleged in the Action. Defendant does
8 not consent to certification of the Class for any purpose other than to effectuate settlement of the
9 Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any
10 certification of the Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the
11 Class will be returned to their positions with respect to the Action as if the Agreement had not been
12 entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily
13 or finally approving certification of any class contemplated by this Agreement shall be null, void,
14 and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the
15 settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a
16 Class under this Agreement, or that the Court preliminarily approved the certification of the Class,
17 shall not be used or cited thereafter by any person or entity, including in any manner whatsoever,
18 including without limitation any contested proceeding relating to the certification of any class. If the
19 Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force
20 or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant
21 expressly reserves the right to challenge the propriety of class certification in the Action for any
22 purpose, if the Date of Finality does not occur.

23 The Parties and their respective counsel shall take all steps that may be requested by the Court
24 relating to the approval and implementation of this Agreement and shall otherwise use their
25 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
26 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
27 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
28 resolution, the Parties agree to seek the assistance of mediator Marc Feder to resolve the dispute.

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ARTICLE IV

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

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

Section 4.01: Motion for Conditional Class Certification and Preliminary Approval

Named Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to include all claims, which were pled in the Action or which could have been pled based on the facts alleged in the Operative Complaint, based on the preliminary approval of this Agreement. The date that the Court grants preliminary approval of this Agreement will be the “Preliminary Approval Date.”

Section 4.02: The Settlement Administrator

The Parties have chosen CPT Group, Inc., to act as the Settlement Administrator and to administer this Settlement, including, but not limited to, distributing and responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks and distributing them to Participating Class Members, establishing and maintaining the QSF, and issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Award check to Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

All costs of administering the Settlement, including, but not limited to, all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its

1 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
2 Administrator from the Gross Settlement Amount.

3 **Section 4.03: Notice to Class Members**

4 No later than ten (10) business days after the Preliminary Approval Date, Defendant will
5 provide the Settlement Administrator with a “Class List” in electronic format based on its business
6 records, identifying the names of the Class Members, their last known home addresses, Social
7 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
8 and weeks worked during the Class Period.

9 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
10 Administrator will send Class Members, by first-class mail, at their last known address, the Court-
11 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
12 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
13 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
14 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
15 Settlement Administrator will check all Class Member addresses against the National Change of
16 Address database and shall update any addresses before mailing. The Settlement Administrator will
17 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
18 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
19 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
20 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
21 Members shall not be required to submit claim forms in order to receive a proportional share of the
22 Net Settlement Amount.

23 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
24 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
25 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
26 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
27 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
28 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties

1 that reasonable means be used to locate Class Members and that the Settlement Administrator be
2 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
3 Individual Settlement Payments to all Participating Class Members.

4 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
5 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
6 status report provided to the Parties.

7 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
8 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
9 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
10 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
11 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
12 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
13 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
14 procedures set forth in Section 4.07(g) below.

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

20 **Section 4.04: Responses to Notice**

21 **a. Class Member Disputes**

22 If any Class Member disagrees with Defendant's records as to his or her Qualifying
23 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
24 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
25 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
26 supporting documentation. The Notice Packet shall contain a Dispute Form substantially in the form
27 attached hereto as **Exhibit B**. The Notice of Class Action Settlement will also provide a method for
28 the Class Member to challenge the employment data on which his or her Individual Settlement

1 Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and
2 the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the
3 Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class
4 Member during the Class Period based on the information provided to it.

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

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

18 Any Class Member who fails to timely submit a request for exclusion shall automatically be
19 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
20 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
21 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
22 and/or released in this Agreement will be extinguished.

23 **c. Objections to Settlement**

24 For any Class Member to object to this Agreement, or any term of it, the person making the
25 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
26 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
27 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
28 a written statement of the grounds of objection, signed by the objecting Class Member or his or her

1 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
2 the date the signed objection was postmarked, shall be conclusively determined according to the
3 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
4 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
5 Members may also appear at the Final Fairness and Approval Hearing to object. The Court retains
6 final authority with respect to the consideration and admissibility of any Class Member objections.

7 **d. Encouragement of Class Members**

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

12 **e. Right to Void Agreement**

13 If the number of employees exceeds 313 or the number of workweeks exceeds 35,702, each
14 party shall have the option, but not the obligation, to void this Agreement. If either party exercises
15 the right to void the Agreement, then the Parties will have no further obligations under the
16 Agreement, including any obligation by Defendant to pay the Gross Settlement Amount. Any
17 termination in accordance with this section must be exercised within fourteen (14) days of
18 Defendant's provision of the Class List to the Settlement Administrator as contemplated in Section
19 4.03.

20 **f. Termination for Lack of Sufficient Participation**

21 If five percent (5%) or more of the Class Members makes a valid request to be excluded from
22 the Class, Defendant shall have the option, but not the obligation, to void the Agreement within
23 fourteen (14) days of the Response Deadline. If Defendant exercises that right to void the Agreement,
24 then the Parties will have no further obligations under the Agreement, including any obligation by
25 Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been
26 owed under this Agreement, except that Defendant will pay the Settlement Administrator's
27 reasonable fees and expenses incurred as of the date that Defendant exercise the right to void the
28 Agreement. Defendant shall meet and confer with Class Counsel prior to exercising its right to

1 rescind the Agreement under this provision, and shall notify Class Counsel, via email, and the Court
2 whether it is exercising its right to void the Agreement.

3 **Section 4.05: Final Fairness and Approval Hearing**

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

10 **Section 4.06: Settlement Payment Procedures**

11 **a. Settlement Amount**

12 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
13 Gross Settlement Amount in the amount of Nine Hundred Thirty Thousand, Eight Hundred Thirty-
14 Four Dollars and Zero Cents (\$930,834.00). The Gross Settlement Amount includes all Individual
15 Settlement Amounts to Participating Class Members, all Settlement Administration Costs, Class
16 Counsel's attorney's fees and costs, PAGA Settlement Amount, and the Enhancement Award.

17 Within sixty (60) days of the Date of Finality, Defendant shall transfer the Gross Settlement
18 Amount plus Defendant's share of employer-side payroll taxes, as set forth herein, into a QSF
19 established by the Settlement Administrator either directly or by sending the funds to the Settlement
20 Administrator to be deposited and distributed. The Settlement Administrator will use these funds to
21 fund payment of the Individual Settlement Payments to Participating Class Members, Class
22 Counsel's attorneys' fees and costs, the Enhancement Award, the LWDA Payment, and the
23 Settlement Administration Costs.

24 Within ten (10) court days after receiving Defendant's final payment, funding the Gross
25 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
26 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
27 Enhancement Award, and employer and employee tax withholdings applicable to the Net Settlement
28 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a

1 search based on the National Change of Address Database to update and correct for any known or
2 identifiable address changes.

3 **b. Payment of Attorneys' Fees and Costs**

4 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
5 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Three
6 Hundred Ten Thousand, Two Hundred Seventy-Eight Dollars and Zero Cents (\$310,278). Class
7 Counsel shall submit an application for an award of costs not to exceed Thirty Thousand Dollars and
8 Zero Cents (\$30,000.00). Such application for attorneys' fees and costs shall be heard by the Court
9 at the Final Fairness and Approval Hearing. Defendant takes no position with respect to Class
10 Counsel's application for these amounts. Class Counsel shall serve Defendant with copies of all
11 documents submitted in support of their application for an award of attorneys' fees and costs.

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

19 **c. Payment of Settlement Administration Costs**

20 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
21 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
22 Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

23 **d. Payment of Enhancement Award to Named Plaintiff**

24 Subject to Court approval, the Named Plaintiff shall receive an Enhancement Award of up to
25 Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff Cristobal Flores-Ocampo, the request
26 for which Defendant takes no position. The Enhancement Award shall be paid out of the Gross
27 Settlement Amount and shall not constitute payment to any Participating Class Member(s) other than
28 Named Plaintiff. To the extent that the Court approves less than the amount of the Enhancement

1 Award that Class Counsel requests, the difference between the requested and awarded amounts will
2 be reallocated to the Net Settlement Amount.

3 Because it is the intent of the Parties that the Enhancement Award represents payment to
4 Named Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator
5 will not withhold any taxes from the Enhancement Award. The Enhancement Award will be reported
6 on a Form 1099, which the Settlement Administrator will provide to Named Plaintiff and to the
7 pertinent taxing authorities as required by law.

8 **e. Payment to the Labor and Workforce Development Agency**

9 In consideration of claims made under PAGA, Class Counsel will request that the Court approve
10 allocation of Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount
11 to these claims. Seventy-five percent (75%) of this payment, which amounts to Thirty-Seven
12 Thousand, Five Hundred Dollars and Zero Cents (\$37,500.00), will be paid to the California Labor
13 and Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%), which is
14 Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00), will be paid to the Net
15 Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose this
16 request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.
17 The Court’s adjustment, if any, of the amount allocated to Named Plaintiff’s PAGA claim in the
18 Action, will not invalidate this Agreement.

19 **f. Payment to PAGA Group Members**

20 From the PAGA Settlement Amount, the remaining Twelve Thousand, Five Hundred Dollars
21 and Zero Cents (\$12,500.00) shall be distributed to PAGA Group Members as their PAGA Payment.
22 PAGA Payments shall be paid by the Settlement Administrator from the Gross Settlement Amount.
23 PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings.
24 The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their
25 PAGA Payment.

26 The Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00) PAGA Payment
27 shall be divided by the total number of Qualified PAGA Pay Periods for all PAGA Group Members
28 during the PAGA Period. The result of this division shall yield a PAGA Pay Period Payment Rate

1 for PAGA Group Members. The gross amount of each PAGA Group Member's PAGA Payment
2 shall be calculated by multiplying the number of Qualified PAGA Pay Periods applicable to that
3 PAGA Group Member by the PAGA Pay Period Payment Rate.

4 **g. Payment of Individual Settlement Payments to Participating Class Members**

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

17 Each Individual Settlement Payment will represent wages and penalties allocated using the
18 following formula: 20% allocated to wages and 80% allocated to penalties and interest. The amounts
19 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages
20 and all other authorized and required withholdings and shall be reported by W-2 forms. The
21 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
22 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
23 other than the tax withholdings customarily made from employees' wages and shall be reported by
24 IRS 1099 forms.

25 No later than ten (10) business days after receiving the Gross Settlement Amount from
26 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
27 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
28 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee

1 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
2 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
3 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
4 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
5 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
6 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
7 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

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

15 **h. Default on Payment.**

16 Defendant's failure to fund the Gross Settlement Amount within thirty (30) days after the
17 Date of Finality shall be considered a default. In the event Defendant fails to timely fund the Gross
18 Settlement Amount, the Settlement Administrator will provide notice to Class Counsel and Defense
19 Counsel within three (3) business days of the missed payment. Thereafter, Defendant will have seven
20 (7) days to cure the default and tender payment to the Settlement Administrator.

21 **i. No Credit Toward Benefit Plans.**

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

1 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
2 Members may be entitled under any benefit plans.

3 **ARTICLE V**

4 **LIMITATIONS ON USE OF THIS SETTLEMENT**

5 **Section 5.01: No Admission**

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

10 **Section 5.02: Non-Evidentiary Use**

11 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
12 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
13 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
14 including, but not limited to, evidence of a presumption, concession, indication, or admission by any
15 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
16 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
17 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
18 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
19 released through this Agreement.

20 **Section 5.03: Nullification**

21 The Parties have agreed to the certification of the Class encompassing all claims alleged in
22 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
23 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
24 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
25 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
26 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
27 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
28 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had

1 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
2 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
3 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
4 should be certified by the Court in a non-settlement context in this Action or any other action, and in
5 any of those events, Defendant expressly reserve the right to oppose certification of the Class.

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

8 **ARTICLE VI**

9 **RELEASES**

10 **Section 6.01: Released Claims by Class Members**

11 Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiff and
12 Participating Class Members who do not opt out of the Settlement, release the Released Parties from
13 any and all claims alleged or that could have been alleged based on the facts that were actually pled
14 in the Operative Complaint in Named Plaintiff's Operative Complaint filed in the Action, which
15 arose during the Class Period, including, but not limited to: (1) failure to pay wages for all time
16 worked under Cal. Labor Code §§ 510, 1194, and Industrial Welfare Commission Wage Orders 1-
17 2001, 4-2001, 7-2001, 8-2001, and 9-2001; (2) failure to pay overtime wages under Cal. Labor Code
18 §§ 510, 1194, and Section 3 of Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001,
19 8-2001, and 9-2001; (3) failure to pay wages on a timely basis under Cal. Labor Code § 210; (4)
20 collecting and receiving wages from employees under Cal. Labor Code §§ 210, 221; (5) failure to
21 authorize or permit meal periods under Cal. Labor Code §§ 226.7, 512 and Section 11 of Industrial
22 Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; (6) failure to
23 authorize or permit rest periods under Cal. Labor Code § 226.7 and Section 12 of Industrial Welfare
24 Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; (7) failure to provide
25 complete and accurate wage statements under Cal. Labor Code § 226(a); (8) failure to timely pay all
26 earned wages and final paychecks under Cal. Labor Code §§ 201, 202, and 203; (9) failure to
27 reimburse Plaintiff and other employees under Cal. Labor Code §§ 2802, 2804; and (10) unfair
28

1 business practices in violation of California Business and Professions Code § 17200, based on the
2 preceding claims (“Released Class Claims”).

3 **Section 6.02: Released Claims by PAGA Group Members**

4 Upon the date of funding the GSA, the State of California and PAGA Group Members release
5 the Released Parties from any and all claims that were alleged or that could have been alleged for
6 civil penalties under the Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.*,
7 based on the facts that were actually pled in the Operative Complaint in the Named Plaintiff’s
8 Operative Complaint filed in the Action, which arose during the PAGA Period, including, but not
9 limited to: (1) failure to pay wages for all time worked under Cal. Labor Code §§ 510, 1194, and
10 Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; (2)
11 failure to pay overtime wages under Cal. Labor Code §§ 510, 1194, and Section 3 of Industrial
12 Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; (3) failure to pay
13 wages on a timely basis under Cal. Labor Code § 210; (4) collecting and receiving wages from
14 employees under Cal. Labor Code §§ 210, 221; (5) failure to authorize or permit meal periods under
15 Cal. Labor Code §§ 226.7, 512 and Section 11 of Industrial Welfare Commission Wage Orders 1-
16 2001, 4-2001, 7-2001, 8-2001, and 9-2001; (6) failure to authorize or permit rest periods under Cal.
17 Labor Code § 226.7 and Section 12 of Industrial Welfare Commission Wage Orders 1-2001, 4-2001,
18 7-2001, 8-2001, and 9-2001; (7) failure to provide complete and accurate wage statements under Cal.
19 Labor Code § 226(a); (8) failure to timely pay all earned wages and final paychecks under Cal. Labor
20 Code §§ 201, 202, and 203; (9) failure to reimburse Plaintiff and other employees under Cal. Labor
21 Code §§ 2802, 2804; and (10) unfair business practices in violation of California Business and
22 Professions Code § 17200, based on the preceding claims (“Released PAGA Claims”) (the Released
23 Class Claims, collectively with the Released PAGA Claims, the “Released Claims”).

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1 **Section 7.05: Entire Agreement**

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

12 **Section 7.06: Waiver of Compliance**

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

19 **Section 7.07: Counterparts and Fax/PDF Signatures**

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

25 **Section 7.08: Meet and Confer Regarding Disputes**

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

3 **Section 7.09: Agreement Binding on Successors**

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

6 **Section 7.10: Cooperation in Drafting**

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

10 **Section 7.11: Fair and Reasonable Settlement**

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

16 **Section 7.12: Headings**

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

20 **Section 7.13: Notice**

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

23 *To Named Plaintiff and the Class:*

24 Armond M. Jackson
25 Andrea M. Fernandez-Jackson
26 Anthony S. Filer, Jr.
27 JACKSON APC
28 2 Venture Plaza, Suite 240
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

1
2 And

3 *To Defendant:*

4 Jason E. Murtagh
5 Buchanan Ingersoll & Rooney LLP
6 One America Plaza
7 600 West Broadway, Suite 1100
8 San Diego, CA 92101
9 Phone: (619) 239-8700
10 Fax: (619) 702-3898

11 Thomas G. Collins
12 Cheri A. Sparacino
13 Buchanan Ingersoll & Rooney PC
14 409 N. Second Street, Suite 500
15 Harrisburg, PA 17101
16 Phone: (717) 237-4800
17 Fax: (717) 233-0852

18 Gretchen Woodruff Root
19 Buchanan Ingersoll & Rooney PC
20 501 Grant Street, Suite 200
21 Pittsburgh, PA 15219
22 Phone: (412) 562-8800
23 Fax: (412) 562-1041


24 **Section 7.14: Enforcement of Settlement and Continuing Court Jurisdiction**

25 To the extent consistent with class action procedure, this Agreement shall be enforceable by
26 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
27 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
28 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
of the Parties institutes any legal action or other proceeding against any other Party or Parties to
enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
fees incurred in connection with any enforcement actions.

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Dated: 02/02/2024

CRISTOBAL FLORES-OCAMPO

By: 
Named Plaintiff

Dated: _____

LAGUNA COOKIE COMPANY INC.

By: _____
(Signature)

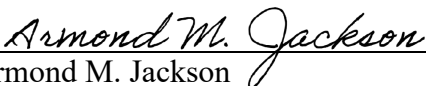
(Printed Name)

(Title)

APPROVED AS TO FORM ONLY:

Dated: 2/2/2024

JACKSON APC

By: 
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.

Attorneys for Plaintiff Cristobal Flores-Ocampo

Dated: _____

**BUCHANAN INGERSOLL & ROONEY
LLP**

By: _____
Jason E. Murtagh
Thomas G. Collins
Cheri A. Sparacino
Gretchen Woodruff Root

Attorneys for Defendant Laguna Cookie Company Inc.

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Dated: _____

CRISTOBAL FLORES-OCAMPO

By: _____
Named Plaintiff

Dated: 2/2/24

LAGUNA COOKIE COMPANY INC.

By: Ronco Fink
(Signature)

Ronco Fink
(Printed Name)

COO
(Title)

APPROVED AS TO FORM ONLY:

Dated: _____

JACKSON APC

By: _____
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.

Attorneys for Plaintiff Cristobal Flores-Ocampo

Dated: 2/5/24

BUCHANAN INGERSOLL & ROONEY
LLP

By: Jason E. Murtagh
Thomas G. Collins

Jason E. Murtagh
Thomas G. Collins
Cheri A. Sparacino
Gretchen Woodruff Root

Attorneys for Defendant Laguna Cookie
Company Inc.