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on behalf of herself and all others similarly situated

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Attorneys for Defendant  
RESER'S FINE FOODS, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

MAITE MOLINA, an individual and on behalf  
of all others similarly situated,

Plaintiff,

v.

RESER'S FINE FOODS, INC., an Oregon  
corporation; and DOES 1 through 100,  
inclusive,

Defendants,

CASE NO.: 37-2021-00013052-CU-  
OECTL

[Assigned to the Hon. Eddie C. Sturgeon]

**CLASS ACTION**

**JOINT STIPULATION RE: CLASS  
ACTION AND REPRESENTATIVE  
ACTION SETTLEMENT AND  
RELEASE**

Action Filed: March 24, 2021  
Trial Date: None Set

This Joint Stipulation re: Class Action and Representative Action Settlement  
("Settlement" or "Agreement" or "Stipulation of Settlement") is made by, between and among

1 plaintiff Maite Molina (“Plaintiff”), individually and on behalf of others similarly situated, on  
2 the one hand; and defendant Reser’s Fine Foods, Inc. (“Defendant”), on the other hand; in the  
3 lawsuit entitled *Molina v. Reser’s Fine Foods, Inc., et al.*, filed in San Diego County Superior  
4 Court, Case No. 37-2021-00013052-CU-OECTL (the “Action”). Plaintiff and Defendant shall  
5 be, at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties  
6 to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the  
7 terms and conditions of this Agreement.

8 Subject to approval of the Court, this Agreement shall be binding on Plaintiff, the  
9 Settlement Class, Defendant, and its respective present and former parent companies,  
10 subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors,  
11 employees, agents, attorneys, insurers, successors and assigns, and any related individual or  
12 entity which could be liable for any of the Released Claims (hereinafter “Released Parties”),  
13 subject to the terms and conditions hereof and the approval of the Court.

14 **1. DEFINITIONS**

15 **A. “Action”** means *Molina v. Reser’s Fine Foods, Inc.* filed in San Diego County  
16 Superior Court, Case No. 37-2021-00013052-CU-OECTL.

17 **B. “Aggrieved Employees”** means Class Members working for Defendant during  
18 the time period March 29, 2020 through October 26, 2021 (i.e., the PAGA Period) as non-exempt,  
19 hourly-paid employees.

20 **C. “Attorneys’ Fees and Costs”** means attorneys’ fees agreed upon by the Parties  
21 and approved by the Court for Class Counsel’s litigation and resolution of this Action, and all  
22 litigation costs and expenses incurred and to be incurred by Class Counsel in the Action,  
23 including, but not limited to, costs and expenses associated with mediation, documenting the  
24 Settlement, securing the Court’s approval of the Settlement, administering the Settlement,  
25 obtaining entry of a Judgment terminating this Action, and expenses for any experts. Class  
26 Counsel will collectively request attorneys’ fees not to exceed Thirty-Five Percent (35%) of the  
27 Gross Settlement Amount, or up to One Hundred and Five Thousand Dollars (\$105,000.00).  
28 Class Counsel will also request reimbursement of Class Counsel’s actual litigation costs and

1 expenses, not to exceed Twenty Thousand Dollars (\$20,000.00). Defendant has agreed not to  
2 oppose Class Counsel’s request for fees and reimbursement of costs and expenses as set forth  
3 above. Any portion of the requested Attorneys’ Fees and Costs not awarded to Class Counsel  
4 will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.  
5 Attorneys’ Fees and Costs expressly excludes any additional efforts that may become necessary  
6 to enforce this Agreement upon its approval.

7 **D. “Class Counsel”** means: David D. Bibiyan, Jeffrey D. Klein, and Christopher G.  
8 Michail of Bibiyan Law Group, P.C. The term “Class Counsel” shall be used synonymously  
9 with the term “Plaintiff’s Counsel.”

10 **E. “Class List”** means complete list of all Settlement Class Members that Defendant  
11 will diligently and in good faith compile from its records or other records and provide only to the  
12 Settlement Administrator within fourteen (14) calendar days of the Court’s Preliminary Approval  
13 of this Stipulation of Settlement. The Class List will be formatted in a readable Microsoft Office  
14 Excel spreadsheet and will include each Class Member’s full name; most recent mailing address  
15 and telephone number; Social Security number; dates of employment; Workweeks; and any other  
16 relevant information needed to calculate the Individual Settlement Payments.

17 **F. “Class Members”** means all employees who worked for Defendant as non-  
18 exempt, hourly-paid employees in California during the Class Period.

19 **G. “Class Notice”** means the Notice of Class Action Settlement and Claim Form,  
20 substantially in the form attached as **Exhibit A**.

21 **H. “Class Period”** means the period from March 24, 2020 through October 26, 2021.

22 **I. “Court”** means the Superior Court of the State of California for the County of  
23 San Diego.

24 **J. “Defendant”** shall refer to defendant Reser’s Fine Foods, Inc.

25 **K. “Defendant’s Counsel”** means Davis Wright Tremaine LLP.

26 **L. “Employer Taxes”** means employer-funded taxes and contributions imposed on  
27 the wage portions of the Individual Settlement Payments under the Federal Insurance  
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1 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes  
2 and contributions required of employers, such as for unemployment insurance.

3 **M. “Final Approval Date”** means the later of: (1) the date the Court signs an Order  
4 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an  
5 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals  
6 have been filed, the date on which they have been resolved or exhausted.

7 **N. “General Release”** means the general release of claims by Plaintiff, which is in  
8 addition to her limited release of claims as a Participating Class Member and Aggrieved  
9 Employee.

10 **O. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Three  
11 Hundred Thousand Dollars and Zero Cents (\$300,000.00),<sup>1</sup> from which all payments for the  
12 Individual Settlement Payments to Participating Class Members, Individual PAGA Payments to  
13 Aggrieved Employees, , Attorneys’ Fees and Costs, Settlement Administration Costs, a Service  
14 Award to Plaintiff, and the LWDA Payment shall be paid. It expressly excludes Employer Taxes,  
15 which shall be paid by Defendant separate and apart from the Gross Settlement Amount.

16 **P. “Service Award” or “Incentive Award”** means monetary amount to be paid to  
17 Plaintiff of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) which,  
18 subject to Court approval, will be paid out of the Gross Settlement Amount.

19 **Q. “Individual PAGA Payment”** means a payment made to an Aggrieved  
20 Employee of his or her share of the PAGA Payment, which may be in addition to his or her  
21 Individual Settlement Share.

22 **R. “Individual Settlement Payment”** means a payment to a Participating Class  
23 Member of his or her net share of the Net Settlement Amount, excluding any Individual PAGA  
24 Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

25 **S. “Individual Settlement Share”** means the gross amount of the Net Settlement  
26 Amount that a Settlement Class Member is eligible to receive based on the number of Workweeks  
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28 <sup>1</sup> As the same may be increased in accordance with Paragraph 17, below.

1 that he or she worked as a Settlement Class Member during the Class Period if he or she does not  
2 submit a timely and valid Request for Exclusion, excluding any Individual PAGA Payment to  
3 which he or she may be entitled if he or she is also an Aggrieved Employee.

4 **T. “LWDA Payment”** means the payment to the Labor and Workforce  
5 Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total amount  
6 allocated toward penalties under the PAGA, which is to be paid from the Gross Settlement  
7 Amount. The Parties have agreed that Twenty Thousand Dollars and Zero Cents (\$20,000.00)  
8 shall be allocated toward PAGA penalties, of which Fifteen Thousand Dollars and Zero Cents  
9 (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Five Thousand Dollars  
10 and Zero Cents (\$5,000.00) will remain a part of the Net Settlement Amount for payment to  
11 Aggrieved Employees on a *pro rata* basis (*i.e.*, the PAGA Payment).

12 **U. “Net Settlement Amount”** means the portion of the Gross Settlement Amount  
13 that is available for distribution to Participating Class Members after deductions for the Court-  
14 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff,  
15 Attorneys’ Fees and Costs, the LWDA Payment, and the Individual PAGA Payments.

16 **V. “Operative Complaint” or “Complaint”** means the First Amended Complaint  
17 that was filed with the Court on June 25, 2020.

18 **W. “Objection”** means a document sent by a Settlement Class Member to the  
19 Settlement Administrator which contains the Settlement Class Member’s name and their basis  
20 for their objection to the Settlement.

21 **X. “PAGA Payment”** is the \$5,000.00 payment made to Aggrieved Employees *pro*  
22 *rata* in addition to any Individual Settlement Payment if he or she is also a Participating Class  
23 Member.

24 **Y. “PAGA Period”** means the period from March 29, 2020 through October 26,  
25 2021.

26 **Z. “Participating Class Members”** means all Settlement Class Members who do  
27 not submit a timely and valid Request for Exclusion.  
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1           **AA. "Participating Individual Settlement Share"** means the gross amount of the Net  
2 Settlement Amount that a Participating Class Member is eligible to receive based on the number  
3 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once  
4 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she  
5 may be entitled if he or she is also an Aggrieved Employee.

6           **BB. "Parties"** shall refer to Plaintiff and Defendant collectively.

7           **CC. "Plaintiff"** shall refer to Plaintiff Maite Molina.

8           **DD. "Preliminary Approval Date"** means the date on which the Court enters an  
9 Order granting preliminary approval of the Settlement.

10          **EE. "Released Parties"** shall mean Defendant and each of its past, present, and future  
11 respective affiliates, parents, subsidiaries, predecessors, successors, divisions, joint ventures and  
12 assigns, including but not limited to RMJV, LP, d/b/a Fresh Creative Foods, and each of these  
13 entities' past or present directors, officers, employees, partners, members, principals, agents,  
14 insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal representatives.

15          **FF. "Response Deadline"** means the deadline for Settlement Class Members to mail  
16 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,  
17 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English  
18 and Spanish by the Settlement Administrator, or, if the Class Notice is re-mailed, fifteen (15)  
19 calendar days after re-mailing, whichever is later. The date of the postmark shall be the exclusive  
20 means for determining whether a Request for Exclusion, Objection, or Workweek Dispute was  
21 submitted by the Response Deadline.

22          **GG. "Request for Exclusion"** means a written request to be excluded from the  
23 Settlement Class pursuant to Section 9.C below.

24          **HH. "Settlement Administration Costs"** means all costs incurred by the Settlement  
25 Administrator in administration of the Settlement, including, but not limited to, translating the  
26 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English  
27 and Spanish, calculating Individual Settlement Shares, Participating Individual Settlement  
28 Shares, Individual Settlement Payments, Individual PAGA Payments, and associated taxes and

1 withholdings, providing declarations, generating Individual Settlement Payment and/or  
2 Individual PAGA Payment checks and related tax reporting forms, doing administrative work  
3 related to unclaimed checks, transmitting payment to Class Counsel for the Court-approved  
4 amounts for attorneys' fees and reimbursement of litigation costs and expenses, to Plaintiff for  
5 her Service Award, and to the LWDA from the LWDA Payment, providing weekly reports of  
6 opt-outs, objections and related information, and any other actions of the Settlement  
7 Administrator as set forth in this Agreement, all pursuant to the terms of this Agreement. The  
8 Settlement Administration Costs are estimated not to exceed \$10,990. If the actual amount of  
9 the Settlement Administration Costs is less than \$10,990, the difference between \$10,990 and  
10 the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the  
11 Settlement Administration Costs exceed \$10,990 then such excess will be paid solely from the  
12 Gross Settlement Amount and Defendant will not be responsible for paying any additional funds  
13 in order to pay these additional costs.

14 **II. "Settlement Administrator"** means the Third-Party Administrator chosen by the  
15 Parties that will be responsible for the administration of the Settlement including, without  
16 limitation, translating the Class Notice in Spanish, the distribution of the Individual Settlement  
17 Payments to be made by Defendant from the Gross Settlement Amount and related matters under  
18 this Agreement. The Parties and their counsel each represent that they do not have any financial  
19 interest in the Settlement Administrator or otherwise have a relationship with the Settlement  
20 Administrator that would create a conflict of interest.

21 **JJ. "Settlement Class", "Settlement Class Members" or "Class Members"** means  
22 all current and former non-exempt, hourly-paid employees who worked in California for  
23 Defendant at any time during the Class Period.

24 **KK. "Workweeks"** means the number of weeks that a Settlement Class Member was  
25 employed by Defendant, using hire dates, re-hire dates, and termination dates, as applicable, in a  
26 non-exempt, hourly position during the Class Period. If a Settlement Class Member disputes  
27 his/her Individual Settlement Share or Individual PAGA Payment, it shall be termed a  
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1 “Workweek Dispute.” Each Participating Class Member shall be entitled to payment for at least  
2 one workweek.

3 **LL.** “**Workweek Value**” means the value of each compensable Workweek, as  
4 determined by the formula set forth herein.

5 **2. BACKGROUND**

6 **A.** On March 24, 2021, Plaintiff filed a putative wage-and-hour class action  
7 complaint against Defendant. Plaintiff alleged that during the Class Period, with respect to herself  
8 and those similarly situated, Defendant, *inter alia*, (1) failed to pay overtime wages; (2) failed  
9 to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4)  
10 failed to provide rest periods or compensation in lieu thereof; (5) failed to pay wages due at  
11 termination or resignation; (6) failed to provide accurate wage statements; and (7) unfairly  
12 competed under the Business and Professions Code in the Superior Court of California, County  
13 of San Diego, Case number 37-2021-00013052-CU-OECTL (the “Class Action”).

14 **B.** On March 29, 2021, Plaintiff filed with the LWDA and served on Defendant a  
15 notice under Labor Code section 2699.3 (the “PAGA Notice”) stating Plaintiff intended to serve  
16 as a proxy of the LWDA to recover civil penalties for Aggrieved Employees.

17 **C.** On June 25, 2021, when 65 days passed without any communication from the  
18 LWDA, Plaintiff filed a First Amended Complaint (“FAC”) in the Class Action (hereinafter, the  
19 “Litigation”, “Action”, or “Lawsuit”). Plaintiff, as a proxy of the LWDA, sought PAGA civil  
20 penalties from Defendant under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699  
21 for the Labor Code violations set out in the PAGA Notice for Plaintiff and other Aggrieved  
22 Employees.

23 **D.** Shortly after the filing of the Action, the Parties agreed to exchange informal  
24 discovery and attend an early mediation. Prior to mediation, Class Counsel was provided with,  
25 among other things: (1) time and pay records for 99 of 492 Class Members; (2) data points for  
26 Workweeks worked by Class Members during the Class Period, number of separated Class  
27 Members during the Class Period, number of Workweeks worked in the Class Period, number  
28 of pay periods worked in the Class Period, and average rate of pay for Class Members; (3)



1 Employee Handbooks and other standalone policies in effect during the Class Period; (4)  
2 exemplars of purported arbitration agreements signed by Class Members and Plaintiff; and (5)  
3 all documents concerning Plaintiff available to Defendant.

4 **E.** On October 26, 2021, the Parties participated in a mediation before Nikki Tolt,  
5 Esq. (the “Mediator”), a respected mediator of wage and hour class actions.

6 **F.** With the aid of the Mediator’s evaluation and of further negotiations, the Parties  
7 reached the Settlement to resolve the Action. The Parties therein negotiated the terms of a  
8 Memorandum of Understanding thereafter, which set forth the basic terms of the settlement  
9 reached subject to Court approval, with an understanding that those deal points would be  
10 expanded upon in this long form settlement agreement.

11 **G.** The settlement discussions during and after mediation were conducted at arm’s-  
12 length and this Stipulation of Settlement is the result of an informed and detailed analysis of  
13 Defendant’s potential liability of total exposure in relation to the costs and risks associated with  
14 continued litigation.

15 **H.** Class Counsel has conducted significant investigation of the law and facts relating  
16 to the claims asserted in the Action and has concluded that that the Settlement set forth herein is  
17 fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account  
18 the sharply contested issues involved, the expense and time necessary to litigate the Action  
19 through trial and any appeals, the risks and costs of further litigation of the Action, the risk of an  
20 adverse outcome, the uncertainties of complex litigation, the information learned through  
21 informal discovery regarding Plaintiff’s allegations, and the substantial benefits to be received  
22 by Settlement Class Members.

23 **I.** Defendant has concluded that, because of the substantial expense of defending  
24 against the Action, the length of time necessary to resolve the issues presented herein, the  
25 inconvenience involved, and the concomitant disruption to their business operations, it is in their  
26 best interest to accept the terms of this Agreement. Defendant denies each of the allegations and  
27 claims asserted against them in the Action and has asserted numerous affirmative defenses.  
28 However, Defendant nevertheless desires to settle the Action for the purpose of avoiding the

1 burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the  
2 controversies engendered by the Action.

3       **1.** This Agreement is intended to and does effectuate the full, final, and complete  
4 resolution of all claims for Plaintiff, Class Released Claims of Participating Class Members  
5 and of the PAGA Released Claims for Aggrieved Employees. The Parties expressly  
6 acknowledge that this Stipulation of Settlement is entered solely for the purpose of  
7 compromising significantly disputed claims and that nothing herein is an admission of liability  
8 or wrongdoing by Defendant. If for any reason this Stipulation of Settlement is not approved  
9 by the Court, this Stipulation of Settlement will be of no force or effect, and the Parties shall  
10 be returned to their original respective positions.

11       **3. JURISDICTION**

12       The Court has jurisdiction over the Parties and the subject matter of the Action. The  
13 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the  
14 applicable statutes. After the Court has granted Final Approval of the Settlement and entered  
15 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment  
16 pursuant to California Rule of Court, rule 3.769, subdivision (h).

17       **4. STIPULATION OF CLASS CERTIFICATION**

18       The Parties stipulate to the certification of the Settlement Class under this Agreement for  
19 purposes of settlement only. Should this Stipulation of Settlement not be fully and finally  
20 approved or be terminated, these stipulations shall be null and void and shall not be admissible  
21 for any purpose whatsoever.

22       **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

23       After full execution of this Agreement, Plaintiff will move for an order granting  
24 preliminary approval of the Settlement. This motion will seek an order from the Court approving  
25 as to form and content and directing the mailing of the proposed Notice of Class Action  
26 Settlement (“Class Notice”) attached hereto as **Exhibit “A”**; conditionally certifying the  
27 Settlement Class for settlement purposes only; approving the manner and method of submitting  
28 Requests for Exclusion, Workweek, Disputes, and Objections; preliminarily approving the

1 Settlement subject only to Objections and final review by the Court; approving the deadlines  
2 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and  
3 Objections; and barring Plaintiff and any Class Members from filing or prosecuting any claims,  
4 suits, or administrative proceedings regarding the Released Claims until such Class Members  
5 have filed valid Requests for Exclusion with the Settlement Administrator.

6 If and when the Court preliminarily approves the Settlement, and after administration of  
7 the Class Notice in a manner consistent with the Court's Preliminary Approval Order, Plaintiff  
8 will move for an order finally approving the Settlement and seek entry of a Judgment in line with  
9 this Settlement. The Parties may both respond to any Objections lodged to final approval of the  
10 Settlement up to five (5) court days before the Final Approval Hearing.

11 **6. STATEMENT OF NO ADMISSION**

12 Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff  
13 and the Settlement Class with respect to any claims or allegations asserted in the Action. This  
14 Agreement shall not be deemed an admission by Defendant of any claims or allegations asserted  
15 in the Action. Defendant specifically denies it has violated any federal, state or local law;  
16 violated any regulations or guidelines promulgated pursuant to any statute or any other applicable  
17 laws, regulations or legal requirements; breached any contract; violated or breached any duty;  
18 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with  
19 respect to its employees. Except as set forth elsewhere herein, in the event that this Agreement  
20 is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be  
21 enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any  
22 claims, rights or remedies, or defenses in the Action, and Defendant will not be deemed to have  
23 waived, limited, or affected in any way any of its objections or defenses in the Action. The  
24 Parties shall be restored to their respective positions in the Action prior to the entry of this  
25 Settlement.

26 **7. RELEASE OF CLAIMS**

27 **A. Release by All Participating Class Members.**

28 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry

1 of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross  
2 Settlement Amount (as the same may be escalated pursuant to Paragraph 17) and Employer's  
3 Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members  
4 release the Released Parties of all claims against the Released Parties asserted in the Operative  
5 Complaint filed in the Action, or any and all claims under local, state, and federal law that could  
6 have been asserted against the Released Parties based on the factual allegations in the Operative  
7 Complaint filed in the Action, as follows: For the duration of the Class Period, the release  
8 includes: (a) all claims for failure to pay overtime wages; (b) all claims for failure to pay  
9 minimum wages; (c) all claims for failure to provide compliant meal periods or compensation in  
10 lieu thereof; (d) all claims for failure to provide compliant rest periods or compensation in lieu  
11 thereof; (e) all claims failure to timely pay all wages due upon termination or resignation; (f) all  
12 claims for non-compliant wage statements; and (g) all claims asserted through California  
13 Business & Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced  
14 in the Complaint. ("Class Released Claims"). For Aggrieved Employees, the release includes,  
15 for the duration of the PAGA Period, all claims for civil penalties under PAGA arising out of the  
16 Labor Code sections alleged to have been violated in the PAGA Notice and Operative Complaint,  
17 including civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699  
18 for alleged violations of Labor Code sections 96, 98.6, 201, 202, 203, 204, 226, 226.7, 227.3,  
19 232, 232.5, 246, 404, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802 and 2810.5  
20 ("PAGA Released Claims"). The Class Released Claims and PAGA Released Claims shall  
21 collectively be referred to as the "Released Claims".

22 **B. General Release.**

23 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry  
24 of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross  
25 Settlement Amount (as the same may be escalated pursuant to Paragraph 17) and Employers'  
26 Taxes necessary to effectuate the Settlement, in addition to the Released Claims, Plaintiff makes  
27 the additional following General Release: Plaintiff releases the Released Parties from all claims,  
28 demands, rights, liabilities and causes of action of every nature and description whatsoever,

1 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for  
2 violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in  
3 connection with any act or omission of the Released Parties through the date of full execution of  
4 this Agreement in connection with her employment or the termination thereof. With respect to  
5 the General Release, Plaintiff stipulates and agrees that, upon the entry of an Order granting Final  
6 Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement  
7 Administrator of the full Gross Settlement Amount (as the same may be escalated pursuant to  
8 Paragraph 17) and Employer's Taxes necessary to effectuate the Settlement, Plaintiff shall be  
9 deemed to have, and by operation of the Final Judgment and payment to the Settlement  
10 Administrator shall have, expressly waived and relinquished, to the fullest extent permitted by  
11 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other  
12 similar provision under federal or state law, which provides:

13           A general release does not extend to claims which the creditor does  
14           not know or suspect to exist in his or her favor at the time of  
15           executing the release, which if known by him or her must have  
16           materially affected his or her settlement with the debtor or released  
17           party.

17       **8. SETTLEMENT ADMINISTRATOR**

18           Plaintiff and Defendant, through their respective counsel, have selected ILYM Group,  
19       Inc. to administer the Settlement, which includes but is not limited to translating the Class Notice  
20       to Spanish, distributing and responding to inquiries about the Class Notice and calculating all  
21       amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement  
22       Administrator, currently estimated to be \$10,990 will be paid from the Gross Settlement Amount.  
23       If the actual Settlement Administrator fees are less than \$10,990 the difference will remain a part  
24       of the Net Settlement Amount. If the Settlement Administration Costs exceed \$10,990 then such  
25       excess will be paid solely from the Gross Settlement Amount and Defendant will not be  
26       responsible for paying any additional funds in order to pay these additional costs.

27       **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION PROCESS**

28           **A. Notice to the Settlement Class Members.**



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- (g) a statement that the Court has preliminarily approved the Settlement;
- (h) how the Settlement Class Member can obtain additional information, including contact information for Class Counsel;
- (i) information regarding Request for Exclusion, Objection, and Workweek Dispute procedures;
- (j) the claims to be released, as set forth herein;
- (k) the Response Deadline;
- (l) the date and location of the Final Approval Hearing; and
- (m) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Workweeks as set forth on his or her Class Notice (“Workweek Dispute”). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will promptly re-mail the Class Notice to the Settlement Class Member. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

(4) The Settlement Administrator will provide Defendant’s counsel and Class

1 Counsel with a weekly report which certifies: (a) the number of Class Members who have  
2 submitted valid Requests for Exclusion ; (b) the number of Class Members who have submitted  
3 Objections; (c) the number of re-mailed Class Notices; (d) the number of undeliverable Class  
4 Notices; and (e) whether any Class Member has submitted a challenge to any information  
5 contained in their Class Notice. Additionally, the Settlement Administrator will provide to  
6 counsel for both Parties any updated reports regarding the administration of this Stipulation of  
7 Settlement as needed or requested.

8 (5) No later than seven (7) calendar days before the Response Deadline, the  
9 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the  
10 completion of the notice process, including the number of attempts to obtain valid mailing  
11 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,  
12 and copies of all valid Requests for Exclusion and objections/comments received by the  
13 Settlement Administrator.

14 **B. Objections.**

15 Only Participating Class Members may object to the Settlement. In order for any  
16 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must  
17 do so by mailing a written objection to the Settlement Administrator at the address or phone  
18 number provided on the Class Notice no later than the Response Deadline. The Settlement  
19 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendant's  
20 Counsel, and attach the same to the declaration it provides to Class Counsel, which Class Counsel  
21 shall file with Plaintiff's Motion for Final Approval of the Settlement. The Objection should set  
22 forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of the  
23 Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether the  
24 Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the Objection,  
25 along with whatever legal authority, if any, the Objector asserts in support of the Objection. At  
26 no time will any of the Parties or their counsel or anyone acting at their request seek to solicit or  
27 otherwise encourage Class Members to submit written objections to this Stipulation of Settlement  
28 or appeal from the Court's final Order. Class Counsel will not represent any Class Members



1 with respect to any such objections to this Settlement. If a Settlement Class Member objects to  
2 the Settlement, the Settlement Class Member will remain a member of the Settlement Class and  
3 if the Court approves this Agreement, the Settlement Class Member will be bound by the terms  
4 of the Settlement in the same way and to the same extent as a Settlement Class Member who  
5 does not object. The date of mailing of the Class Notice to the objecting Settlement Class  
6 Member shall be conclusively determined according to the records of the Settlement  
7 Administrator. Settlement Class Members need not object in writing to be heard at the Final  
8 Approval Hearing; they may object or comment in person at the hearing at their own expense.  
9 Class Counsel and Defendant’s Counsel may respond to any objection lodged with the Court up  
10 to five (5) court days before the Final Approval Hearing.

11 **C. Requesting Exclusion.**

12 Any Settlement Class Member may request exclusion from (i.e., “opt out” of) the  
13 Settlement by mailing a written request to be excluded from the Settlement (“Request for  
14 Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline.  
15 To be valid, a Request for Exclusion must include: (1) the Class Member’s name; (2) the Class  
16 Member’s Social Security Number; (3) the Class Member’s signature; and (4) the following  
17 statement: “Please exclude me from the Settlement Class in the *Molina v. Reser’s Fine Food Inc.,*  
18 *et al.* matter” or a statement of similar meaning. The Settlement Administrator shall immediately  
19 provide copies of all Requests for Exclusion to Class Counsel and Defendant’s Counsel and shall  
20 report the Requests for Exclusions that it receives, to the Court, in its declaration to be provided  
21 in advance of the Final Approval Hearing. Any Settlement Class Member who requests  
22 exclusion using this procedure will not be entitled to receive any payment from the Settlement  
23 and will not be bound by the Settlement Agreement or have any right to object to, appeal, or  
24 comment on the Settlement. Any Settlement Class Member who does not opt out of the  
25 Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of  
26 the Settlement, including those pertaining to the Released Claims, as well as any Judgment that  
27 may be entered by the Court if Final Approval of the Settlement is granted. A Settlement Class  
28 Member cannot submit both a Request for Exclusion and an objection. If a Settlement Class

1 Member submits an Objection and a Request for Exclusion, the Request for Exclusion will  
2 control, and the Objection will be void. Aggrieved Employees who submit a valid Request for  
3 Exclusion will still be deemed Aggrieved Employees, will still receive Individual PAGA  
4 Payments and will be deemed to have released the PAGA Released Claims.

5 **D. Disputes Regarding Settlement Class Members' Workweek Data.**

6 Each Settlement Class Member may dispute the number of Workweeks attributed to him  
7 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to  
8 the Settlement Administrator by the Settlement Class Member, postmarked on or before the  
9 Response Deadline. To the extent Class Members dispute the number of Workweeks to which  
10 they have been credited or the amount of their Individual Settlement Payment, Class Members  
11 may produce evidence to the Settlement Administrator showing that such information is  
12 inaccurate. Absent evidence rebutting Defendant's records, Defendant's records may be  
13 presumed determinative. However, if a Class Member produces evidence to the contrary, the  
14 Settlement Administrator will evaluate the evidence submitted by the Class Member and will  
15 make the final decision as to the merits of the dispute. All disputes will be decided within seven  
16 (7) business days of the Response Deadline.

17 **10. INDIVIDUAL SETTLEMENT PAYMENTS TO PARTICIPATING CLASS**  
18 **MEMBERS**

19 Individual Settlement Payments will be calculated and distributed to Participating Class  
20 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class  
21 Members' respective number of Workweeks during the Class Period. Individual PAGA  
22 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees  
23 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective  
24 number of Workweeks during the PAGA Period. Specific calculations of the Individual  
25 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as  
26 follows:

27 **A.** The Settlement Administrator will determine the total number of Workweeks  
28

1 worked by each Settlement Class Member during the Class Period (“Settlement Class  
2 Member’s Workweeks”), as well as the aggregate number of Workweeks worked by all  
3 Settlement Class Members during the Class Period (“Class Workweeks”). Additionally, the  
4 Settlement Administrator will determine the total number of Workweeks worked by each  
5 Aggrieved Employee during the PAGA Period (“Aggrieved Employee’s Workweeks”), as well  
6 as the aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA  
7 Period (“PAGA Workweeks”).

8 **B.** To determine each Settlement Class Member’s Individual Settlement Share, the  
9 Settlement Administrator will use the following formula: Individual Settlement Share =  
10  $(\text{Settlement Class Member’s Workweeks} \div \text{Class Workweeks}) \times \text{Net Settlement Amount}$ .

11 **C.** To determine each Participating Class Member’s Individual  
12 Settlement Share, the Settlement Administrator will determine the aggregate number of  
13 Workweeks worked by all Participating Class Members during the Class Period (“Participating  
14 Class Workweeks”) and use the following formula: Individual Settlement Share =  
15  $(\text{Participating Class Member’s Workweeks} \div \text{Participating Class Workweeks}) \times \text{Net Settlement}$   
16  $\text{Amount}$ .

17 **D.** The net amount of the Participating Individual Settlement Share is to be paid out  
18 to Participating Class Members by way of check and is referred to as “Individual Settlement  
19 Payment(s)”.

20 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the  
21 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual  
22 PAGA Payment =  $(\text{Aggrieved Employee’s Workweeks} \div \text{PAGA Workweeks}) \times \$5,000.00$  (the  
23 PAGA Payment).

24 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid  
25 to Participating Class Members and/or Aggrieved Employees by way of check. When a  
26 Participating Class Member is also an Aggrieved Employee, one check may be issued that  
27 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

28 ///

1 **11. DISTRIBUTION OF PAYMENTS**

2 **A. Distribution of Individual Settlement Payments and Individual PAGA**  
3 **Payments.**

4 Participating Class Members will receive an Individual Settlement Payment. All PAGA  
5 Aggrieved Employees, regardless of whether they submit a valid Request for Exclusion or not,  
6 will receive their portion of the PAGA Payment. Individual Settlement Payment checks and  
7 checks to PAGA Aggrieved Employees for their portion of the PAGA Payment shall remain  
8 valid and negotiable for one hundred and eighty (180) calendar days after the date of their  
9 issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such  
10 payments shall be canceled and funds associated with such checks shall be considered unpaid,  
11 unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384  
12 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of  
13 Civil Procedure section 384, shall be transmitted as follows: to Legal Aid at Work, Located at  
14 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in San Diego  
15 County. The Settlement Administrator shall prepare a report regarding the distribution plan  
16 pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court  
17 by Class Counsel along with a proposed amended judgment that is consistent with the  
18 provisions of Code of Civil Procedure section 384.

19 **B. Funding of Settlement.**

20 Within ten (10) business days after the Final Approval Date, the Settlement Administrator  
21 will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to  
22 the terms of the Settlement. Defendant shall, within seven (7) calendar days after receiving the  
23 final accounting from the Settlement Administrator, make payment of the Gross Settlement  
24 Amount (as the same may be escalated pursuant to Paragraph 17 of this Agreement) and  
25 Employer Taxes to the Settlement Administrator pursuant to Internal Revenue Code section  
26 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC  
27 insured banking institution, for distribution in accordance with this Agreement and the Court’s  
28 Orders and subject to the conditions described herein.

1           **C.     Time for Distribution.**

2           Within seven (7) calendar days after payment of the full Gross Settlement Amount and  
3 Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement  
4 Administrator shall distribute from the QSA all payments due under the Settlement as follows:  
5 (1) the Service Award to Plaintiff as specified in this Agreement and approved by the Court;  
6 (2) the Attorneys’ Fees and Cost Award to be paid to Class Counsel, as specified in this  
7 Agreement and approved by the Court; (3) the Settlement Administrator Costs, as specified in  
8 this Agreement and approved the Court; (4) the LWDA Payment, as specified in this  
9 Agreement and approved by the Court; and (5) Individual PAGA Payments as specified in this  
10 Agreement and approved by the Court. The balance remaining shall constitute the Net  
11 Settlement Amount from which Individual Settlement Payments shall be made to Participating  
12 Class Members, less applicable taxes and withholdings. All interest accrued shall be for the  
13 benefit of the Class Members and distributed on a *pro rata* basis to Participating Class  
14 Members based on the number of Workweeks worked by them in the Class Period.

15       **12.    ATTORNEYS’ FEES AND LITIGATION COSTS**

16           Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys’  
17 fees of up to thirty five percent (35%) of the Gross Settlement Amount, which, unless escalated  
18 pursuant to Paragraph 17 of this Agreement, shall amount to One Hundred Five Thousand Dollars  
19 and Zero Cents (\$105,000.00). Class Counsel shall further apply for, and Defendant shall not  
20 oppose, an application or motion by Class Counsel for reimbursement of actual costs associated  
21 with Class Counsel’s prosecution of this matter as set forth by declaration testimony in an amount  
22 up to Twenty Thousand Dollars and Zero Cents (\$20,000.00). Awards of attorneys’ fees and  
23 costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys’ fees and  
24 costs necessary to prosecute, settle, and obtain Final Approval of the Settlement in the Action.  
25 The “future” aspect of the amounts stated herein includes, without limitation, all time and  
26 expenses expended by Class Counsel (including any appeals therein). There will be no additional  
27 charge of any kind to either the Settlement Class Members or request for additional consideration  
28 from Defendant for such work unless, Defendant materially breaches this Agreement, including

1 any term regarding funding, and further efforts are necessary from Class Counsel to remedy said  
2 breach, including, without limitation, a motion to enforce this Agreement. Should the Court  
3 approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the  
4 amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement  
5 Amount.

6 **13. INCENTIVE AWARD TO PLAINTIFF**

7 Plaintiff shall seek, and Defendant shall not oppose, an Incentive Award in an amount  
8 not to exceed Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) for  
9 participation in and assistance with the Action. Any Incentive Award awarded to Plaintiff shall  
10 be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. Plaintiff  
11 shall be solely and legally responsible for correctly characterizing her Incentive Award for tax  
12 purposes and for paying taxes on the amount received. Plaintiff agrees to indemnify and hold  
13 Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result  
14 of the Incentive Award. If the Court approves Incentive Award to Plaintiff in less than the  
15 amounts sought herein, then the unapproved portion shall be a part of the Net Settlement Amount.

16 **14. TAXATION AND ALLOCATION**

17 **A.** Each Individual Settlement Share shall be allocated as follows: 20% as wages  
18 (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an  
19 IRS Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The  
20 Parties agree that the employees' share of taxes and withholdings with respect to the wage-  
21 portion of the Individual Settlement Share will be withheld from the Individual Settlement  
22 Share in order to yield the Individual Settlement Payment. The amount of federal income tax  
23 withholding will be based upon a flat withholding rate for supplemental wage payments in  
24 accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented.  
25 Income tax withholding will also be made pursuant to applicable state and/or local  
26 withholding codes or regulations.

27 **B.** Forms W-2 and/or Forms 1099 will be distributed by the Settlement  
28 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the

1 “Code”) and consistent with this Agreement. If the Code, the regulations promulgated  
2 thereunder, or other applicable tax law, is changed after the date of this Agreement, the  
3 processes set forth in this Section may be modified in a manner to bring Defendant into  
4 compliance with any such changes.

5 C. All Employer Taxes shall be paid by Defendant separate, apart, and above  
6 from the Gross Settlement Amount. Defendant shall remain liable to pay the employer’s  
7 share of payroll taxes as described above.

8 D. Neither Counsel for Plaintiff nor Defendant intend anything contained in this  
9 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this  
10 Agreement be relied upon as such within the meaning of United States Treasury Department  
11 Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

12 **15. PRIVATE ATTORNEYS’ GENERAL ACT ALLOCATION**

13 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of  
14 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five  
15 percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA  
16 (*i.e.*, the LWDA Payment), and twenty-five percent (25%) will remain a part of the Net  
17 Settlement Amount (\$5,000.00) (the “PAGA Payment”), to be distributed to Aggrieved  
18 Employees on a *pro rata* basis, based upon their respective Workweeks in the PAGA Period (*i.e.*,  
19 the Individual PAGA Payments).

20 **16. COURT APPROVAL**

21 This Agreement is contingent upon an order by the Court granting Final Approval of the  
22 Settlement, and that the LWDA does not intervene and/or object to the Settlement. In the event  
23 it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the  
24 Parties shall be restored to their respective positions in the Action prior to entry of this Settlement.  
25 If this Settlement Agreement is voided, not approved by the Court or approval is reversed on  
26 appeal, it shall have no force or effect and no Party shall be bound by its terms except to the  
27 extent: (a) the Court reserves any authority to issue any appropriate orders when denying  
28 approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically

1 stated to survive the Settlement Agreement being voided or not approved, and which control in  
2 such an event.

3 **17. INCREASE IN WORKWEEKS**

4 Defendant represents that there are no more than 26,920 Workweeks during the Class  
5 Period. In the event the number of Workweeks worked increases by more than 5%, or 1,346  
6 workweeks worked, then the Gross Settlement Amount shall be increased proportionally by  
7 the Workweeks in excess of 26,920 multiplied by the Workweek Value. The Workweek Value  
8 shall be calculated by dividing the Gross Settlement Amount by 26,920. The Parties agree that  
9 the workweek value amounts to and the settlement amounts to \$11.14 per Workweek (\$300,000  
10 / 26,920 Workweeks). Thus, for example, should there be 30,000 Workweeks in the Class  
11 Period, then the Gross Settlement Amount shall be increased by \$34,311.20. ((30,000  
12 Workweeks – 26,920 Workweeks) x \$11.14/workweek.)

13 **18. NOTICE OF JUDGMENT**

14 In addition to any duties set out herein, the Settlement Administrator shall provide  
15 notice of the Final Judgment entered in the Action by posting the same on its website for at  
16 least three (3) years after the Judgment becomes final.

17 **19. MISCELLANEOUS PROVISIONS**

18 **A. Interpretation of the Agreement.**

19 This Agreement constitutes the entire agreement between Plaintiff and Defendant with  
20 respect to its subject matter. Except as expressly provided herein, this Agreement has not been  
21 executed in reliance upon any other written or oral representations or terms, and no such extrinsic  
22 oral or written representations or terms shall modify, vary or contradict its terms. In entering  
23 into this Agreement, the Parties agree that this Agreement is to be construed according to its  
24 terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be  
25 interpreted and enforced under the laws of the State of California, both in its procedural and  
26 substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or  
27 relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively  
28 in the Superior Court of the State of California for the County of San Diego, and Plaintiff and



1 Defendant hereby consent to the personal jurisdiction of the Court in the Action over it solely in  
2 connection therewith. Plaintiff, on Plaintiff's own behalf and on behalf of the Settlement Class,  
3 and Defendant participated in the negotiation and drafting of this Agreement and had available  
4 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor  
5 Defendant may claim that any ambiguity in this Agreement should be construed against the other.  
6 The Agreement may be modified only by a writing signed by counsel for the Parties and approved  
7 by the Court.

8 **B. Either Party's Option to Terminate the Settlement.**

9 Subject to the obligation(s) of mutual full cooperation, except as provided expressly  
10 herein, Plaintiff and Defendant will each have the right to unilaterally terminate this Settlement  
11 if the Court rejects, materially modifies, materially amends or changes, or declines to enter the  
12 Preliminary Approval Order, the Final Approval Order or final judgment without material  
13 change, or this Stipulation of Settlement as agreed does not become final because of appellate  
14 court action. The terminating Party shall give to the other Party (through its counsel) written  
15 notice of its decision to terminate no later than ten (10) business days after receiving notice  
16 that one of the enumerated events has occurred. Termination shall have the following effects:

- 17 a. The Stipulation of Settlement shall be terminated and shall have no force  
18 or effect, and no Party shall be bound by any of its terms;
- 19 b. In the event the Settlement is terminated, Defendant shall have no  
20 obligation to make any payments to any party, class member or attorney, except  
21 that the Terminating Party shall pay the Settlement Administrator for services  
22 rendered up to the date the Settlement Administrator is notified that the settlement  
23 has been terminated;
- 24 c. The Preliminary Approval Order, Final Approval Order and Judgment,  
25 including any order of class certification, shall be vacated;
- 26 d. The Stipulation of Settlement and all negotiations, privileged statements  
27 and proceedings relating thereto shall be without prejudice to the rights of any of  
28

1 the Parties, all of whom shall be restored to their respective positions in the Action  
2 prior to this Stipulation of Settlement; and

3 e. Neither this Stipulation of Settlement, nor any ancillary documents,  
4 actions, statements or filings in furtherance of this Stipulation of Settlement  
5 (including all matters associated with the mediation) shall be admissible or offered  
6 into evidence in the Action or any other action for any purpose whatsoever.

7 **C. Confidentiality.**

8 The Parties and their counsel agree that they will not issue any press releases, post any  
9 notices, publicize the settlement, initiate any contact with the press, respond to any press inquiry,  
10 or have any communication with the press about the fact, amount, or terms of the Settlement,  
11 including but not limited to any postings on any websites maintained by Class Counsel. Nothing  
12 set forth herein, however, shall prohibit the Parties from providing this Agreement to the Court  
13 in connection with the Parties' efforts to seek the Court's approval of this Settlement or assisting  
14 Class Members with participation in the Settlement. Neither Plaintiff nor Class Counsel shall  
15 hold a press conference or otherwise seek to affirmatively contact the media about the Settlement.  
16 If contacted by the media regarding the settlement, Class Counsel will direct any media inquiries  
17 to the public records of the Action on file with the Court. Additionally, neither Plaintiff nor Class  
18 Counsel will disparage the Settlement.

19 **D. Acknowledgement that the Settlement is Fair, Reasonable, and Adequate.**

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

1           **E. Plaintiff’s Waiver of Right to Be Excluded or Object.**

2           Plaintiff agrees that she will not request to be excluded from this Stipulation of  
3 Settlement. Any Exclusion Form submitted by Plaintiff will be void and of no force or effect.

4           **F. Enforcement Actions.**

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

10          **G. Notice.**

11          Unless otherwise specifically provided herein, all notices, demands or other  
12 communications given hereunder shall be in writing and shall be deemed to have been duly  
13 given as of the third business day after mailing by United States registered or certified mail,  
14 return receipt requested, addressed as follows:

15          To Plaintiff and the Class:

16                 DAVID D. BIBYAN  
17                 JEFFREY D. KLEIN  
18                 CHRISTOPHER G. MICHAIL  
19                 **BIBYAN LAW GROUP, P.C.**  
                    8484 Wilshire Boulevard, Suite 500  
                    Beverly Hills, California 90211

20          To Defendant Reser’s Fine Foods, Inc.:

21                 CAMILO ECHAVARRIA  
22                 ALEXA GRAUMLICH  
23                 **DAVIS WRIGHT TREMAINE LLP**  
                    865 South Figueroa Street, Suite 2400  
                    Los Angeles, California 90017

24          **H. Further Cooperation.**

25          Plaintiff, Defendant, and their respective attorneys shall proceed diligently to prepare and  
26 execute all documents, to seek the necessary approvals from the Court, and to do all things  
27 reasonably necessary to consummate the Settlement as expeditiously as possible.

28          **I. Counterparts.**

1 The Agreement may be executed in one or more actual or non-original counterparts, all  
2 of which will be considered one and the same instrument and all of which will be considered  
3 duplicate originals.

4 **J. Authority.**

5 Each individual signing below warrants that he or she has the authority to execute this  
6 Agreement on behalf of the party for whom or which that individual signs.

7 **K. No Third-Party Beneficiaries.**

8 Plaintiff, Participating Class Members, Class Counsel, and Defendant are direct  
9 beneficiaries of this Agreement, but there are no third-party beneficiaries.

10 **L. Deadlines Falling on Weekends or Holidays.**

11 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,  
12 or legal holiday, that deadline shall be continued until the following business day.

13 **M. Severability.**

14 In the event that one or more of the provisions contained in this Agreement shall for any  
15 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or  
16 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class  
17 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed  
18 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

19 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this  
20 Joint Stipulation of Settlement and Release Between Plaintiff and Defendant as of the date(s) set  
21 forth below.

22 **IT IS SO AGREED:**

23  
24 Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
25 MAITE MOLINA  
26 Plaintiff and Class Representative

27 ///

28 ///

1 The Agreement may be executed in one or more actual or non-original counterparts, all  
2 of which will be considered one and the same instrument and all of which will be considered  
3 duplicate originals.

4 **J. Authority.**

5 Each individual signing below warrants that he or she has the authority to execute this  
6 Agreement on behalf of the party for whom or which that individual signs.

7 **K. No Third-Party Beneficiaries.**

8 Plaintiff, Participating Class Members, Class Counsel, and Defendant are direct  
9 beneficiaries of this Agreement, but there are no third-party beneficiaries.

10 **L. Deadlines Falling on Weekends or Holidays.**

11 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,  
12 or legal holiday, that deadline shall be continued until the following business day.

13 **M. Severability.**

14 In the event that one or more of the provisions contained in this Agreement shall for any  
15 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or  
16 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class  
17 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed  
18 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

19 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this  
20 Joint Stipulation of Settlement and Release Between Plaintiff and Defendant as of the date(s) set  
21 forth below.

22 **IT IS SO AGREED:**

23  
24 Dated: Mar 23, 2022, 2022

  
Maite Molina (Mar 23, 2022 19:11 PDT)

MAITE MOLINA  
Plaintiff and Class Representative

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Dated: March 22, 2022

  
RESER'S FINE FOODS, INC.

Defendant

By:

Its:

Paul Leary  
CFO / Treasurer

AGREED AS TO FORM:

Dated: March 29, 2022

Vedang J. Patel

DAVID D. BIBIYAN

VEDANG J. PATEL

Bibiyan Law Group, P.C.

Counsel for Plaintiff Maite Molina

Dated: March 25, 2022

Camillo Echavarría

CAMILO ECHAVARRIA

ALEXA GRAUMLICH

Davis Wright Tremaine LLP

Counsel for Defendant Reser's Fine Foods, Inc.