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16 EXCHANGE, INC

17
18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 COUNTY OF SAN DIEGO

20
21 MELISSA GUILOFF, Individually and on
Behalf of Other Members of the Public
22 Similarly Situated,

23 Plaintiff,

24 vs.

25 INTERNATIONAL TRAINING AND
EXCHANGE, INC., and DOES 1-10,
26 Inclusive,

27 Defendants.
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Case No. 37-2014-00025454-CU-OE-CTL

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE**

Judge: Honorable Judith F. Hayes
Dept.: C-68

Complaint Filed: July 30, 2014

Preliminary Approval Date: August 21, 2015

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JOINT STIPULATION OF SETTLEMENT AND RELEASE

PREAMBLE

This Joint Stipulation of Settlement and Release between Plaintiff MELISSA GUILOFF, individually and on behalf of the putative classes described herein, and Defendant INTERNATIONAL TRAINING AND EXCHANGE, INC. (“Stipulation of Settlement”) is made and entered into by and between the parties to the following case pending before Department C-68 of the Superior Court of the State of California, County of San Diego entitled *Melissa Guiloff, individually, and on behalf of all others similarly situated, Plaintiffs vs. International Training and Exchange, Inc., and Does 1 through 10 inclusive, Defendants*, Case Number 37-2014-00025454-CU-OE-CTL.

DEFINITIONS

1. “Action” as used herein means the class action pending before Department C-68 of the Superior Court of the State of California, County of San Diego entitled *Melissa Guiloff, individually, and on behalf of all others similarly situated, Plaintiffs vs. International Training and Exchange, Inc., and Does 1 through 10 inclusive, Defendants*, Case Number 37-2014-00025454-CU-OE-CTL.

2. “Class Counsel” as used herein means Robbins Arroyo LLP and The Dente Law Firm.

3. “Class Period” as used herein means the period of time between July 30, 2010 – July 1, 2015.

4. “Class Released Claims” as used herein means any and all claims under state, federal or local law, whether statutory, common law or administrative law, alleged in the Complaint in this Action, including: (1) violations of Cal. Labor Code §§ 221 and 224 for unlawful wage deductions; (2) failure to pay minimum and premium wages pursuant to Cal. Labor Code §§ 510 and 1197; (3) failure to authorize and permit paid rest periods or compensation in lieu thereof under Cal. Labor Code §§ 226.7(b) and 1198; (4) violations of Cal. Labor Code § 227.3 for failure to pay all vested vacation and implementation of an unlawful

1 vacation cap; (5) failure to pay wages of terminated or resigned employees pursuant to Cal. Labor
2 Code §§ 201, 202 and 203; (6) knowing and intentional failure to comply with itemized employee
3 wage statement provisions CA Labor Code § 226(a); (7) violation of the Unfair Competition Law,
4 Cal. Business & Professions Code § 17200 for the legal violations alleged in (1)-(6) of this
5 paragraph; and (8) claims for civil penalties under the California Private Attorneys General Act
6 (PAGA), CA Labor Code §§ 2698, *et seq.* based on the violations alleged in the Complaint,
7 including those described in (1)-(6) of this paragraph. The Class Released Claims include only
8 claims that arose during the Class Period and only while Settlement Class Members occupied
9 covered positions (*i.e.* instructor/substitute instructor).

10 5. “Class Representative” as used herein means Melissa Guiloff acting on her
11 own behalf and on behalf of all members of the Settlement Class.

12 6. “Class Representative Service Award” as used herein means the sum of up
13 to \$7,500 to Plaintiff Melissa Guiloff to be paid out of the Gross Settlement Fund to the Class
14 Representative for her role as representative of the Settlement Class, and for her service, risks and
15 efforts made on behalf of the Settlement Class, and for her broad release of her individual claims.

16 7. “Complaint” as used herein means the First Amended Complaint filed by
17 the Class Representative on September 4, 2014, on behalf of herself and others similarly situated,
18 in the Action.

19 8. “Court” as used herein means the Superior Court of the State of California,
20 County of San Diego.

21 9. “Defendant” as used herein means International Training and Exchange,
22 Inc.

23 10. “Defendant’s Counsel” as used herein means Jackson Lewis LLP.

24 11. “Effective Date” as used herein means the date when all of the following
25 events have occurred: (1) this Stipulation of Settlement has been executed by all Parties, Class
26 Counsel and Defendant’s Counsel; (2) the Court has given preliminary approval to this
27 Stipulation of Settlement; (3) the Notice of Class Action Settlement has been given to the
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1 Settlement Class, providing them with an opportunity to object to the terms of this Stipulation of
2 Settlement or to opt out of this Stipulation of Settlement; and (4) the Court has held a formal
3 fairness hearing and entered a final Order and Judgment certifying the Settlement Class and
4 approving this Stipulation of Settlement without objectors. In the event that any objection is filed
5 by a Settlement Class Member, the Effective date will occur only after (1)-(4) above have been
6 achieved *and* each of the following also occurs (1) a Notice of Entry of Judgment has been served
7 on the Parties and all objectors to this Stipulation of Settlement, if any; (2) 65 calendar days have
8 passed since service of the Notice of Entry of Judgment. In the event that an objection is filed
9 and an appeal of the denial of that objection is sought, the Effective Date will occur five business
10 days after any appeal, writ or other appellate proceeding opposing the Court’s final Order and
11 Judgment certifying the Settlement Class and approving this Stipulation of Settlement finally and
12 conclusively has been dismissed with no right to pursue further remedies or relief.

13 12. “Gross Settlement Fund” as used herein means the maximum total cash
14 consideration that will, if the Settlement receives approval, be paid by Defendant pursuant to this
15 Stipulation of Settlement, which is not to exceed Seven Hundred Fifty Thousand Dollars
16 (\$750,000.00). The Gross Settlement Amount includes, without limitation: (1) all settlement
17 payments to Participating Settlement Class Members, including their respective shares of any
18 applicable employment taxes, including FICA and FUTA owed by Participating Settlement Class
19 Members ; (2) Court-approved attorneys’ fees and costs of Class Counsel; (3) Court-approved
20 fees and costs of the Settlement Administrator; (4) the Court-approved Class Representative
21 Service Award; and (5) the Court-approved amounts allocated to the Private Attorneys General
22 Act (“PAGA”) Penalty Payment. Defendant’s portion of FICA, FUTA, and all other state and
23 federal payroll taxes associated with the payment made under the Settlement shall be paid by
24 Defendant outside of the Gross Settlement Fund and will not be deducted from the Gross
25 Settlement Fund. The Gross Settlement Fund is non-reversionary.

26 13. “Net Settlement Fund” as used herein means the sum remaining after
27 deducting from the Gross Settlement Fund the: (1) Court-approved attorneys’ fees and costs of
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1 Class Counsel; (2) Court-approved costs of the Settlement Administrator; (3) the Court-approved
2 Class Representative Service Award; and (4) the payment to the California Labor Workforce
3 Development Agency (“LWDA”) for PAGA penalties. The amount to be deducted from the
4 Gross Settlement Fund for payment to the LWDA for an allocation of PAGA penalties will be
5 \$15,000.

6 14. “Notice of Class Action Settlement” as used herein means the written
7 notice to be mailed to members of the Settlement Class in the form attached as Exhibit “A” and
8 subject to approval by the Court.

9 15. “Participating Settlement Class Members” means all Settlement Class
10 Members who do not elect to opt-out of the Settlement.

11 16. “Party” or “Parties” as used herein means Class Representative, Defendant,
12 or both of them, as may be appropriate.

13 17. “Released Parties” as used herein means Defendant, International Training
14 and Exchange, Inc. and all its present and former parent companies, subsidiaries, legal affiliates,
15 shareholders, members, agents (including, without limitation, any investment bankers,
16 accountants, insurers, reinsurers, attorneys and any past or present officers, directors and
17 employees) predecessors, successors and assigns.

18 18. “Hours Worked” as used herein means the number of hours worked as an
19 Instructor for Defendant Intrax During the Class Period.

20 19. “Settlement Administrator” as used herein means an entity mutually
21 agreed to by the Parties, subject to the Court’s approval, which will be responsible for the claims
22 administration process set forth in this Stipulation of Settlement and any related matters. The
23 Parties have agreed to use Phoenix Settlement Administrators as Settlement Administrator,
24 subject to Court approval.

25 20. “Settlement Class” as used herein means any and all instructors (including
26 teachers and substitutes) by Defendant in the state of California within the Class Period.
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1 Defendant has materially represented that there are approximately 175 class members, of which
2 more than half are “substitutes.”

3 21. “Settlement Packet” as used herein means the Notice of Class Action
4 Settlement to be sent by U.S. Mail to each member of the Settlement Class by the Settlement
5 Administrator as set forth herein.

6 **SUMMARY OF RELEVANT FACTS**

7 22. On July 30, 2014, Class Representative Melissa Guiloff commenced a
8 lawsuit against Defendant in the Superior Court for the State of California, County of San Diego,
9 entitled *Melissa Guiloff, individually, and on behalf of all others similarly situated, Plaintiffs vs.*
10 *International Training and Exchange, Inc., and Does 1 through 10 inclusive, Defendants*, Case
11 Number 37-2014-00025454-CU-OE-CTL. Through her Complaint and this Action, the Class
12 Representative sought to represent any and all persons employed as instructors (including
13 teachers and substitutes) by Defendant in the state of California within four years prior to the
14 filing of the original Complaint, until resolution of this lawsuit (the “Instructor Class”). In
15 addition, Class Representative has designated two subclasses. First, a subclass for those members
16 of the Instructor Class whose employment with Defendant ended at any time in the three years
17 prior to the filing of the Complaint (July 30, 2011-July 1, 2015), collectively referred to as the
18 “Waiting Time Sub-Class”. Second, a subclass for those members of the Instructor Class who
19 worked within one year of the filing of the Complaint (July 30, 2013-July 1, 2015), collectively
20 referred to as the “Pay Stub Sub-Class”.

21 23. On September 4, 2014, the Class Representative filed a First Amended
22 Complaint entitled *Melissa Guiloff, individually, and on behalf of all others similarly situated,*
23 *Plaintiffs vs. International Training and Exchange, Inc., and Does 1 through 10 inclusive,*
24 *Defendants*, Case Number 37-2014-00025454-CU-OE-CTL. The First Amended Complaint
25 added causes of action for penalties pursuant to California Labor Code section 2699 *et seq.*

26 24. The Parties initiated an investigation into the claims and agreed to a
27 significant exchange of relevant information and documents, including pay and time records and
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1 relevant policy documents. On April 29, 2015, the Parties mediated the Action with Mark Rudy,
2 Esq., a well-respected mediator with significant experience in mediating wage and hour class
3 actions, and reached the Settlement contained herein, subject to Court approval, which was and is
4 intended to be a full and final resolution of the Action, with all of the Class Released Claims
5 being released in this Stipulation of Settlement.

6 **TERMS OF SETTLEMENT**

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

9 1. For settlement purposes only, the Parties stipulate and agree that the
10 requisites for establishing class certification with respect to the Settlement Class have been met
11 and are met. More specifically, the Parties stipulate and agree that:

12 a. The Settlement Class is ascertainable and so numerous as to make it
13 impracticable to join all members of the Settlement Class;

14 b. There are common questions of law and fact which predominate
15 over any questions affecting any individual member of the Settlement Class, and a class action is
16 superior to other available means for the fair and efficient adjudication of the controversy;

17 c. Class Representative and Class Counsel fairly and adequately will
18 protect the interests of the Settlement Class; and

19 d. The prosecution of separate actions by individual members of the
20 Settlement Class would create the risk of inconsistent or varying adjudications, which would
21 establish incompatible standards of conduct.

22 2. Defendant denies any liability or wrongdoing of any kind whatsoever
23 associated with the claims alleged in the Complaint, and further denies that, for any purposes
24 other than this Stipulation of Settlement, the Action is appropriate for class or representative
25 treatment. With respect to Class Representative's claims, Defendant contends, among other
26 things, that it has complied at all times with the California Labor Code, the California Business
27 and Professions Code and all other laws, statutes and regulations alleged in the Complaint. Class
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1 Representative and her counsel deny any of Defendant's affirmative defenses have merit and
2 continue to believe the Action is meritorious and proper for certification.

3 3. It is the desire of the Parties to fully, finally and forever settle, compromise
4 and discharge all disputes and claims arising from or related to the Complaint. In order to
5 achieve a full and complete release of the Released Parties, each member of the Settlement Class
6 acknowledges that this Stipulation of Settlement shall constitute a full and complete settlement
7 and release of all the Class Released Claims, which release includes in its effect all Released
8 Parties. It further is the intent of the Parties that in exchange for Defendant's payment to Class
9 Representative, the Class Representative will agree to a Class Representative Release Claims as
10 set forth in Paragraphs 30-33 (Class Representative Release) of this Agreement, as well as the
11 terms set forth in Paragraph 9 (Class Representative Service Award) of this Agreement.

12 4. Class Counsel has conducted a thorough investigation into the facts of this
13 Action, including an extensive review of relevant documents as well as witness interviews, and
14 has diligently pursued an investigation of members of the Settlement Class' allegations against
15 Defendant. Based on their own independent investigation and evaluation, Class Counsel are of
16 the opinion that the settlement with Defendant for the consideration and on the terms set forth in
17 this Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of the
18 Settlement Class in light of all known facts and circumstances, including the risk of significant
19 delay, the risk the Settlement Class will not be certified by the Court, defenses asserted by
20 Defendant, and numerous potential appellate issues. Defendant and Defendant's Counsel also
21 agree that the settlement with Class Representative and the Settlement Class for the consideration
22 and on the terms set forth in this Stipulation of Settlement is fair and in the best interest of the
23 Settlement Class.

24 5. The Parties agree that this Stipulation of Settlement is not subject to the
25 terms of the California Code of Civil Procedure section 384. This is a non-reversionary, full-cash
26 settlement.
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1 6. It is agreed by and between the Parties that this Action and any and all
2 Class Released Claims be settled and compromised as between the Settlement Class and the
3 Released Parties, subject to the terms and conditions set forth in this Stipulation of Settlement and
4 the approval of the Court.

5 7. It is agreed by the Parties that this Stipulation of Settlement does not
6 require Defendant to pay to any person, entity or organization, singly or in the aggregate, any
7 amount that is in excess of the Gross Settlement Fund, except that Defendant is required to pay its
8 share of taxes related to the distributions under the Settlement with its own funds separate and
9 apart from the Gross Settlement Fund.

10 **PAYMENTS TO MEMBERS OF THE SETTLEMENT CLASS WHO DO NOT OPT-OUT**
11 **OF THE SETTLEMENT**

12 8. Settlement Payments: Settlement payments to each Participating Settlement
13 Class Member will be calculated by the Settlement Administrator and paid out of the Net
14 Settlement Fund as follows: the Settlement Administrator will calculate each member of the
15 Settlement Class' pro rata share of the settlement amount by dividing the Net Settlement Fund by
16 the total number of Hours Worked by all members of the Settlement Class during the Class
17 Period and then multiplying that amount by the total number of Hours Worked by that individual
18 during the Class Period. Any payment that would have been paid to a Settlement Class Member
19 who has elected to validly opt-out of the Settlement will remain in the Net Settlement Fund to be
20 distributed to Participating Settlement Class Members by dividing those funds proportionally
21 based on the number of Hours Worked by each Participating Settlement Class Member in
22 comparison to all Hours Worked by Participating Settlement Class Members. Each Participating
23 Settlement Class Member will receive a gross settlement payment equal to the amount allocated
24 to that individual using the aforementioned method of calculation. In consultation, the Parties
25 have determined that all settlement payments to a Participating Settlement Class Member will be
26 designated as payment for and allocated as follows: (1) 45% wages; (2) 10% interest; and (3)
27 45% penalties for each Settlement Payment Installment. Each Participating Settlement Class
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1 Member in the Settlement Class will receive two settlement checks; one for wages (from which
2 appropriate taxes will be withheld) and one for interest and penalties. However, the Settlement
3 Administrator has the option of issuing the payments in a single check. Participating Settlement
4 Class Members will be mailed two settlement payment installments as the Gross Settlement Fund
5 is being funded in two (2) payments.

6 9. Timing of Settlement Payments: The Defendant shall fund the Gross
7 Settlement Fund in two equal installments. The first funding payment shall be within seven (7)
8 calendar days of the Order granting Final Approval of the Settlement, the second and final
9 payment shall be made within 9 months of the Order granting Final Approval. Nothing herein
10 shall prevent the payment of the funding of the Gross Settlement Fund at an earlier point in time
11 or in a single funding installment so long as the initial installment or full payment is made within
12 seven (7) calendar days of the Order granting Final Approval of the Settlement. The Settlement
13 Administrator shall make two equal disbursements of the Gross Settlement Fund, each of which
14 includes 50% of the total amount due for each of the following: the Settlement Payments, fees
15 and costs awarded to Class Counsel, payment to the LWDA, and Class Representative Service
16 Award. The first payment shall be made within seven (7) calendar days of the Effective Date.
17 The second payment shall be made within seven (7) calendar days of receipt of the second, and
18 final installment payment by Defendant.

19 10. Tax Treatment of Settlement Payments Received By Participating
20 Settlement Class Members: Appropriate federal, state and local withholding taxes will be taken
21 out of the wage allocations, and each Participating Settlement Class Member in the Settlement
22 Class will receive an IRS Form W-2 from the Settlement Administrator with respect to this
23 portion of the settlement payment. Required IRS Form 1099s also will be issued by the
24 Settlement Administrator to each Participating Settlement Class Member reflecting the payments
25 for penalties and interest. Notwithstanding the withholding, each Participating Settlement Class
26 Member is responsible to report these payments on his or her personal income tax returns and pay
27 appropriate taxes due on the settlement payments he or she receives. Defendant, and only
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1 Defendant, is obligated to pay its share of appropriate federal, state, payroll and local withholding
2 taxes owed by reason of the payments in this Settlement, and Defendant must do so with funds
3 separate and apart from the Gross Settlement Fund.

4 11. Settlement Payments Do Not Trigger Additional Benefits: The settlement
5 payments to a Participating Settlement Class Member designated as wages will be income solely
6 in the year in which such payments actually are received by the Participating Settlement Class
7 Member. If for some reason any additional settlement payments to a Participating Settlement
8 Class Member later are deemed to be income to such individual, it only will be income solely in
9 the year in which such payments actually are received by the Participating Settlement Class
10 Member. It is expressly understood and agreed that the receipt of such settlement payments will
11 not entitle any Participating Settlement Class Member to any additional compensation or benefits,
12 regardless of whether they otherwise would have been entitled to such additional payments,
13 including but not limited to any company bonus, commission, contest or any other compensation
14 or benefit plan or agreement, any increased retirement, 401K benefits, deferred compensation
15 benefits, or any vacation benefits. The settlement payments provided for in this Stipulation of
16 Settlement are the sole payments to be made by Defendant to Participating Settlement Class
17 Members pursuant to this Settlement, and Participating Settlement Class Members are not entitled
18 to any new or additional compensation or benefits as a result of having received the settlement
19 payments (notwithstanding any contrary language or agreement in any benefit or compensation
20 plan document that might have been in effect at any time during the Class Period). This
21 paragraph does not limit Participating Settlement Class Members' entitlement to compensation or
22 other benefits that do not arise by virtue of the payments received under this Settlement.

23 **ATTORNEYS' FEES AND COSTS**

24 12. In consideration for settling this Action and in exchange for the release of
25 all Class Released Claims by the Settlement Class, and subject to final approval or modification
26 by the Court, Defendant shall pay Class Counsel's fees up to \$250,000.00 (which is equivalent to
27 one third of the Gross Settlement Fund) and actual costs in an amount not to exceed \$16,000.00,
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1 subject to Court approval, which sums will be paid from the Gross Settlement Fund. Defendant
2 will not object to Class Counsel's application for attorneys' fees and costs up to these amounts.
3 The amounts set forth above will cover all work performed and all fees and costs incurred to date,
4 and all work to be performed and all fees and costs to be incurred in connection with the approval
5 by the Court of this Stipulation of Settlement, the administration of the Stipulation of Settlement,
6 and obtaining entry of Judgment in this Action.

7 **CLASS REPRESENTATIVE SERVICE AWARD**

8 13. Subject to approval by the Court, Defendant further agrees to pay Class
9 Representative a Class Representative Service Award as follows: to Class Representative Melissa
10 Guiloff, a Class Representative Service Award of up to \$7,500. The Class Representative Service
11 Award is to be paid out of the Gross Settlement Fund, for the Class Representative's role in this
12 Action as representative of the Settlement Class and for her service, risks and efforts made in that
13 role, and for her release of claims. Defendant will not object to the Class Representative's
14 application for Court approval of this Class Representative Service Award. The Class
15 Representative agrees to the general release of all claims set forth in paragraph 30 below in
16 consideration for Defendant's payment of the Class Representative Service Award. Additionally,
17 in consideration of Defendant's payment of the Class Representative Service Award, Guiloff
18 agrees that she will not apply for reemployment with Defendant. Defendant agrees to provide a
19 neutral reference to any prospective employers seeking to confirm prior employment. Regardless
20 of the inquiry made, Defendant shall only disclose and confirm Plaintiff's dates of employment
21 and position held. Settlement Administrator will issue IRS Form 1099 for the Class
22 Representative Service Award paid to Class Representative, and Class Representative will be
23 responsible for correctly characterizing this compensation for tax purposes and for paying any
24 taxes on the amounts received. Class Representative agrees to indemnify Defendant for any
25 liability or costs incurred by it should the Class Representative fail to pay her share of all taxes
26 due on the Class Representative Service Award, or if any tax authority should dispute the
27 allocation of the Class Representative Service Award.
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CLAIMS ADMINISTRATION

14. The Parties estimate the fees and costs of the Settlement Administrator will be no more than \$10,000.00. Subject to approval by the Court, the Settlement Administrator shall be paid an amount up to \$10,000.00 for all fees and costs of claims administration, said amount to be paid from the Gross Settlement Fund. The fees and costs incurred by the Settlement Administrator and preliminarily approved by the Court for work performed in connect with claims administration pursuant to this Stipulation of Settlement shall be paid regardless of the outcome of this Stipulation of Settlement. In the event that the Settlement is not approved, Defendant shall bear the costs actually incurred by the Settlement Administrator.

15. Throughout the claims administration process the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel: (1) a weekly report, in summary or narrative form, which at a minimum will include the number of members of the Settlement Class who have opted out of this Stipulation of Settlement, and the percentage of that category versus the entire settlement administration process; and (2) at least 21 calendar days prior to the hearing on final approval of this Stipulation of Settlement a declaration for submission to the Court regarding administration matters..

16. Upon receipt of funds from Defendant to cover the amount of: (1) the Settlement Payments to Participating Settlement Class Members; (2) the attorneys’ fees and costs of Class Counsel approved by the Court; (3) the fees and costs of the Settlement Administrator approved by the Court; (4) the PAGA payment to the LWDA; and (5) the Class Representative Service Award approved by the Court, the Settlement Administrator will issue and send out settlement checks to Participating Settlement Class Members, and the payments to Class Counsel Class Representative, LWDA, and Settlement Administrator as set forth in paragraph 9 of this Agreement (Timing of Settlement Payments). These payments will occur within seven (7) calendar days of the receipt of funds from Defendant. Tax treatment of the settlement payments will be as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the Settlement Administrator’s performance of its duties shall be referred to the Court, if

1 necessary, which shall have continuing jurisdiction over the terms and conditions of this
2 Stipulation of Settlement until all payments and obligations contemplated by this Stipulation of
3 Settlement have been fully carried out.

4 **NOTICE TO THE SETTLEMENT CLASS**

5 17. Within five (5) business days of preliminary approval of this Stipulation of
6 Settlement by the Court, Defendant shall provide to the Settlement Administrator an electronic
7 database, which will list the following information for each member of the Settlement Class: (1)
8 full name; (2) last known address; (3) social security number; and (4) the number of Hours
9 Worked by each Settlement Class Member during the Class Period. The Settlement Class
10 member database shall be based on Defendant's payroll and other business records in a format
11 acceptable to the Settlement Administrator. Defendant agrees to consult with the Settlement
12 Administrator prior to the production date to ensure that the format will be acceptable to the
13 Settlement Administrator. Absent mutual written agreement of counsel for the Parties or Court
14 Order, the Settlement Administrator will keep this database confidential and use it only for the
15 purposes described herein and will return this database to Defendant upon final approval of this
16 Stipulation of Settlement. Class Counsel will be permitted access to the information contained on
17 the list as necessary to respond to inquiries from Settlement Class Members and the Settlement
18 Administrator will copy Defendant's counsel on any correspondences to Class Counsel providing
19 this information.

20 18. Prior to the initial mailing of the Settlement Packet, the Settlement
21 Administrator will do a National Change of Address ("NCOA") search for a new address for each
22 member of the Settlement Class using that individual's social security number. Within 10
23 calendar days of receipt of the Settlement Class member database, the Settlement Administrator
24 will send by first class mail the Settlement Packet, as approved by the Court, to each member of
25 the Settlement Class using the addresses provided by Defendant, or, where applicable, the new
26 address discovered during the NCOA search. For each Settlement Class Member who is no
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1 longer employed by Defendant, a skip trace search will also be run to obtain the most accurate
2 address available.

3 19. If, within 30 calendar days of the original date the Settlement
4 Administrator mailed a Settlement Packet to each member of the Settlement Class, an original
5 Settlement Packet is returned to the Settlement Administrator as undeliverable with a forwarding
6 address provided by the United States Postal Service, the Settlement Administrator will, within
7 five calendar days of receipt of the returned Settlement Packet with a forwarding address, resend by
8 first class mail a Settlement Packet to the member of the Settlement Class at that forwarding
9 address along with a brief letter stating that the recipient of the Settlement Packet has until the
10 original deadline set forth on the Notice of Class Action Settlement to submit a written request for
11 exclusion or written objection. If, within 30 calendar days of the original date the Settlement
12 Administrator mailed a Settlement Packet to each member of the Settlement Class, an original
13 Settlement Packet is returned to the Settlement Administrator as undeliverable without a
14 forwarding address, the Settlement Administrator will make reasonable efforts to locate a
15 forwarding address, including conducting a skip trace, and if it obtains a more recent address,
16 will, within five calendar days of receipt of the returned Settlement Packet without a forwarding
17 address, resend by first class mail a Settlement Packet to the member of the Settlement Class at
18 that more recent address along with a brief letter stating that the recipient of the Settlement Packet
19 has until the original deadline set forth on the Notice of Class Action Settlement to submit a
20 written request for exclusion, or written objection. A returned Settlement Packet will be
21 forwarded by the Settlement Administrator only once per member of the Settlement Class.

22 20. Upon completion of these steps by the Settlement Administrator, the
23 Parties, their representatives, and the Settlement Administrator shall be deemed to have satisfied
24 their obligation to provide notice of the settlement of the Action to those members of the
25 Settlement Class whose envelopes containing the Settlement Packet are returned to the Settlement
26 Administrator as non-deliverable. Those members of the Settlement Class whose envelopes
27 contained the Settlement Packet are returned to the Settlement Administrator as non-deliverable
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1 shall remain members of the Settlement Class and shall be bound by all the terms of this
2 Stipulation of Settlement and the Court's Order and Final Judgment including, but not limited to,
3 the release of all Class Released Claims as set forth herein if they do not timely and properly
4 request exclusion.

5 21. Class Counsel shall provide to the Court, at least ten calendar days prior to
6 the final fairness hearing, a declaration by the Settlement Administrator of due diligence and
7 proof of mailing with regard to the mailing of the Settlement Packet.

8 **RIGHT OF MEMBERS OF THE SETTLEMENT CLASS TO OBJECT OR OPT OUT OF**
9 **THIS STIPULATION OF SETTLEMENT**

10 22. Members of the Settlement Class shall have 45 calendar days from the
11 original date of mailing the Settlement Packet within which to file an objection to this Stipulation
12 of Settlement. Only members of the Settlement Class who have not opted out may object to this
13 Stipulation of Settlement. To object, a member of the Settlement Class must file a written
14 objection and a notice of intention to appear at the hearing on final approval of this Stipulation of
15 Settlement with the Court and serve copies to the Parties' respective counsel as set forth in the
16 Notice of Class Action Settlement. Members of the Settlement Class who fail to timely file and
17 serve written objections in the manner specified above shall be deemed to have waived all
18 objections and shall be foreclosed from asserting any objections (whether by appeal or otherwise)
19 to this Stipulation of Settlement, unless otherwise ordered by the Court. Class Counsel and
20 Defendant's Counsel may, at least ten days (or some other number of days as the Court shall
21 specify) before the hearing on final approval of this Stipulation of Settlement, file responses to
22 any written objections timely filed with the Court.

23 23. Members of the Settlement Class have 45 calendar days from the original
24 date of mailing the Settlement Packet within which to opt out of this Stipulation of Settlement.
25 Members of the Settlement Class who wish to opt out must do so by sending the Settlement
26 Administrator a written request by U.S. Mail postmarked no later than 45 calendar days from the
27 original date of mailing the Settlement Packet, setting forth their name, address, telephone
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1 number and clear words indicating their desire to be excluded from this Stipulation of Settlement.
2 In the event the postmark is illegible, the written request to opt out of this Stipulation of
3 Settlement shall be deemed timely if it is received within 50 calendar days from the original date
4 of mailing the Settlement Packet. The written request also must be signed by the individual
5 wishing to opt out.

6 **RIGHT TO RECISSION**

7 24. If the number of opt-outs by the Settlement Class exceeds 10% of the total
8 Settlement Class, Defendant shall have the right (but not the obligation) in its sole discretion to
9 rescind and void this Stipulation of Settlement before final approval by the Court. Defendant
10 may rescind and void this Stipulation of Settlement by providing written notice to Class Counsel
11 within seven calendar days after the Settlement Administrator notifies the Parties of the number
12 of valid requests for exclusion received, which the Settlement Administrator must do within ten
13 calendar days after the deadline to object or opt out of this Stipulation of Settlement. If
14 Defendant opts to rescind and void this Stipulation of Settlement pursuant to this Paragraph,
15 Defendant solely shall be responsible for all fees and costs incurred by the Settlement
16 Administrator in connection with the administration of this Stipulation of Settlement up to the
17 date of rescission.

18 **ADMINISTRATION OF SETTLEMENT CHECKS**

19 25. Within seven (7) calendar days of the Effective Date of this Stipulation of
20 Settlement, the Settlement Administrator will mail payments to the Participating Settlement Class
21 Members, the Class Representative, and the LWDA, and wire payment to Class Counsel per their
22 instructions. So long as the Effective Date has occurred, the second installment payment shall be
23 made within nine (9) months of the date the Court enters its Final Approval Order. In the event
24 that the Effective Date has not occurred within nine (9) months of the date on which the Court
25 enters its Final Approval Order, all payments will be issued in a single installment within seven
26 (7) calendar days after the Effective Date.

1 26. All settlement award checks shall remain valid and negotiable for 120
2 calendar days from the date of issuance. Funds totaling the sum of all settlement checks that are
3 not negotiated within 120 days of distribution shall be sent to California's Unclaimed Wages
4 Fund.

5 27. If a Participating Settlement Class Member does not cash his or her
6 settlement check within 120 calendar days from the date of issuance, the Participating Settlement
7 Class Member's share will be sent to California's Unclaimed Wages Fund. The Class Released
8 Claims of that Participating Settlement Class Member will remain released by this Stipulation of
9 Settlement and fully governed by this Stipulation of Settlement.

10 28. Upon completion of its calculation of payments, the Settlement
11 Administrator shall provide Class Counsel and Defendant's Counsel with a report listing the
12 amount of all payments to be made to each Participating Settlement Class Member. Proof of
13 payment will be provided to Class Counsel and Defendant's Counsel.

14 **RELEASE BY MEMBERS OF THE SETTLEMENT CLASS**

15 29. Upon the occurrence of both final approval by the Court of this Stipulation
16 of Settlement and compliant issuance of the payments required herein, and except as to such
17 rights or claims as may be created by this Stipulation of Settlement, each member of the
18 Settlement Class who has not timely and appropriately opted out of this Stipulation of Settlement
19 (*i.e.* each Participating Settlement Class Member), fully releases and discharges each of the
20 Released Parties from any and all Class Released Claims. This release covers all claims for
21 interest, attorneys' fees and costs for the Class Released Claims. In addition each member of the
22 Settlement Class who has not timely and appropriately opted out of this Stipulation of Settlement
23 (*i.e.* each Participating Settlement Class Member) forever agrees that he or she shall not institute a
24 claim, nor accept back pay, unpaid wages, reimbursement for expenses, liquidated damages,
25 punitive damages, penalties of any nature, attorneys' fees and costs, or any other relief from any
26 other suit, class, collective action or representative or administrative claim or other claim of any
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1 sort or nature whatsoever against the Released Parties for the Class Released Claims, and only the
2 Class Released Claims.

3 **RELEASE BY CLASS REPRESENTATIVE**

4 30. Class Representative, individually and on behalf of Class Representative's
5 heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and
6 voluntarily releases and forever discharges the Released Parties to the full extent permitted by
7 law, of and from any and all claims, known and unknown, asserted and unasserted, which
8 Plaintiff has or may have against the Released Parties as of the date of execution of this
9 Settlement Agreement including, but not limited to, any alleged violation of:

- 10 a. Title VII of the Civil Rights Act of 1964;
- 11 b. The Civil Rights Act of 1991;
- 12 c. Sections 1981 through 1988 of Title 42 of the United States Code,
13 as amended;
- 14 d. The Employee Retirement Income Security Act of 1974
15 (“ERISA”);
- 16 e. The Immigration Reform and Control Act;
- 17 f. The Americans with Disabilities Act of 1990;
- 18 g. The Age Discrimination in Employment Act of 1967 (“ADEA”);
- 19 h. The Workers Adjustment and Retraining Notification Act;
- 20 i. The Occupational Safety and Health Act;
- 21 j. The Sarbanes-Oxley Act of 2002;
- 22 k. The Fair Credit Reporting Act;
- 23 l. The Family and Medical Leave Act;
- 24 m. The Equal Pay Act;
- 25 n. The Genetic Information Nondiscrimination Act of 2008;
- 26 o. California Family Rights Act — Cal. Gov’t Code § 12945.2;
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- p. California Fair Employment and Housing Act — Cal. Gov’t Code § 12900 et seq.;
- q. California Unruh Civil Rights Act — Cal. Civ. Code § 51 et seq.;
- r. California Private Attorneys General Act – Cal. Lab. Code § 2699 et seq.;
- s. Statutory Provisions Regarding the Confidentiality of AIDS Information — Cal. Health & Safety Code § 120775 et seq.;
- t. California Confidentiality of Medical Information Act — Cal. Civ. Code § 56 et seq.;
- u. California Parental Leave Law — Cal. Lab. Code § 230.7 et seq.;
- v. California Apprenticeship Program Bias Law — Cal. Lab. Code § 3070 et seq.;
- w. California Equal Pay Law — Cal. Lab. Code § 1197.5;
- x. California Whistleblower Protection Law — Cal. Lab. Code § 1102.5;
- y. California Military Personnel Bias Law — [Cal. Mil. & Vet. Code § 394](#);
- z. Statutory Provision Regarding California Family and Medical Leave — Cal. Lab. Code § 233,
- aa. Statutory Provisions Regarding California Electronic Monitoring of Employees — Cal. Lab. Code § 435;
- bb. The California Occupational Safety and Health Act, as amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder;
- cc. California Obligations of Investigative Consumer Reporting Agencies Law — Cal. Civ. Code § 1786.10 et seq.;

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- dd. California Political Activities of Employees Law — Cal. Lab. Code § 1101 et seq.;
- ee. California Domestic Violence Victim Employment Leave Law — Cal. Lab. Code § 230.1;
- ff. California Court Leave Law — Cal. Lab. Code § 230;
- gg. Those other provisions of the California Labor Code that lawfully may be released;
- hh. Los Angeles AIDS-Based Discrimination Ordinance, Los Angeles Municipal Ordinance §45.80 et seq.;
- ii. Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;
- jj. Any public policy, contract, tort or common law; or
- kk. Any basis for recovering costs, fees or other expenses including attorneys’ fees incurred in these matters.

31. Notwithstanding the foregoing, the Parties agree that the Class Representative Released Claims does not apply to any claims Class Representative may have for worker’s compensation benefits (except as to claims under Labor Code sections 132a and 4553), unemployment insurance or indemnification as provided by state law as well as any other claims that cannot lawfully be released.

32. Notwithstanding the foregoing, the Parties also agree that the Class Representative Released Claims shall not apply to any vested benefits accrued by Class Representative prior to the effective date of this Settlement Agreement under any compensation or benefit plans, programs and arrangements maintained by Defendants for the benefit of its employees and subject to ERISA or with respect to any other compensation and benefits set forth in this Settlement Agreement.

33. To effect a full and complete general release as described above, the Class Representative expressly waives and relinquishes all rights and benefits of section 1542 of the

1 Civil Code of the State of California, and does so understanding and acknowledging the
2 significance and consequence of specifically waiving section 1542. Section 1542 of the Civil
3 Code of the State of California states as follows:

4 A general release does not extend to claims which
5 the creditor does not know or suspect to exist in his
6 or her favor at the time of executing the release,
7 which if known by him or her must have materially
8 affected his or her settlement with the debtor.

9 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete
10 release and discharge of the Released Parties, the Class Representative expressly acknowledges
11 this paragraph is intended to include in its effect, without limitation, all claims she does not know
12 or suspect to exist in the her favor arising out of, or in any way related to the Class Representative
13 Released Claims, and that this paragraph contemplates the extinguishment of any such claims.
14 The Class Representative warrants that she has read this Joint Stipulation of Settlement and
15 Release, including this waiver of California Civil Code section 1542, and that she has consulted
16 with or had the opportunity to consult with counsel of her choosing about this Joint Stipulation of
17 Settlement and Release and specifically about the waiver of section 1542, and that the Class
18 Representative understands this Joint Stipulation of Settlement and Release and the section 1542
19 waiver, and so she freely and knowingly enters into this Joint Stipulation of Settlement and
20 Release. The Class Representative further acknowledges she may later may discover facts
21 different from or in addition to those the party now knows or believes to be true regarding the
22 matters released or described in this Joint Stipulation of Settlement and Release, and even so she
23 agrees that the releases and agreements contained in this Joint Stipulation of Settlement and
24 Release shall remain effective in all respects notwithstanding any later discovery of any different
25 or additional facts. The Class Representative expressly assumes any and all risk of any mistake in
26 connection with the true facts involved in the matters, disputes or controversies released or
27 described in this Joint Stipulation of Settlement and Release or with regard to any facts now
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1 unknown to the Class Representative relating thereto.

2 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

3 34. The Parties promptly shall submit this Stipulation of Settlement to the
4 Court in support of Class Representative’s Motion for Preliminary Approval and determination
5 by the Court as to its fairness, adequacy and reasonableness. Promptly upon execution of this
6 Stipulation of Settlement, the Parties shall apply to the Court for the entry of an Order
7 substantially in the following form:

8 a. Scheduling a hearing on the question of whether this proposed
9 Stipulation of Settlement, including payment of attorneys’ fees and costs, the Class
10 Representative Service Award, and fees and costs incurred by the Settlement Administrator,
11 preliminarily should be approved as fair, reasonable and adequate as to the members of the
12 Settlement Class;

13 b. Approving as to form and content the proposed Notice of Class
14 Action Settlement attached hereto as Exhibit A;

15 c. Directing the mailing of the Settlement Packet by first class mail to
16 each member of the Settlement Class as set forth in this Stipulation of Settlement;

17 d. Preliminarily approving this Stipulation of Settlement subject only
18 to the objections of members of the Settlement Class and final review by the Court;

19 e. Preliminarily approving fees and costs of the Settlement
20 Administrator as set forth in this Stipulation of Settlement;

21 f. Approving of and appointing the Claims Representative and Class
22 Counsel as adequate representatives of the Settlement Class;

23 g. Approving of and appointing the Settlement Administrator; and

24 h. Enjoining the Class Representative and all other members of the
25 Settlement Class from filing or prosecuting any claims, suits or administrative proceedings
26 (including filing claims with the California Division of Labor Standards Enforcement) regarding
27 the Class Released Claims unless and until such members of the Settlement Class timely and
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1 appropriately have opted out of this Stipulation of Settlement. A draft of the proposed
2 preliminary approval order, subject to approval and modification of the Court, is attached hereto
3 as Exhibit B.

4 35. Prior to the final approval by the Court of this Stipulation of Settlement,
5 Class Counsel will submit to the Court a proposed final Order and Judgment:

6 a. Approving this Stipulation of Settlement, adjudging the terms
7 thereof to be fair;

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

10 c. Approving the payment to the Class Representative of the Class
11 Representative Service Award;

12 d. Approving payment of the fees and costs of the Settlement
13 Administrator;

14 e. Approval of the PAGA payment to the LWDA; and

15 f. Entering judgment and permanently barring and enjoining all
16 members of the Settlement Class who did not timely opt out of this Stipulation of Settlement from
17 prosecuting against any of the Released Parties, any individual, class or collective claims based
18 on any of the Class Released Claims released herein. A draft of the proposed final approval order,
19 subject to approval and modification of the Court, is attached hereto as Exhibit C.

20 **PARTIES' AUTHORITY**

21 36. The signatories hereto hereby represent that they are fully authorized to
22 enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions
23 thereof.

24 **MUTUAL FULL COOPERATION**

25 37. The Parties agree to fully cooperate with each other to accomplish the
26 terms of this Stipulation of Settlement, including but not limited to, execution of such documents
27 and taking such other action as reasonably may be necessary to implement the terms of this
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1 Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use best efforts,
2 including all efforts contemplated by this Stipulation of Settlement and any other efforts that may
3 become necessary by order of the Court or otherwise, to effectuate this Stipulation of Settlement
4 and the terms set forth herein. As soon as practicable after execution of this Stipulation of
5 Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and
6 Defendant's Counsel, take all necessary steps to secure the Court's final approval of this
7 Stipulation of Settlement.

8 38. Defendant and its counsel agree that they will not attempt to discourage
9 any member of the Settlement Class from filing a participating in the Settlement. Defendant will
10 not retaliate against any Settlement Class Member for participating in, objecting to, or opting out
11 of the Settlement. The Settlement Notice will advise Settlement Class Members of the non-
12 retaliation obligations of Defendant.

13 **NO PRIOR ASSIGNMENTS**

14 39. Class Representative and Class Counsel represent, covenant and warrant
15 that they have not directly or indirectly, assigned, transferred, encumbered or purported to assign,
16 transfer or encumber to any person or entity any portion of any of the Class Released Claims
17 herein released and discharged except as set forth herein.

18 **TERMINATION OF SETTLEMENT**

19 40. Subject to the obligation(s) of mutual full cooperation as set forth in
20 Paragraphs 34 and 35 above, this Stipulation of Settlement shall be deemed to be terminated if the
21 Court declines to grant preliminary approval with prejudice, declines to grant final approval and
22 enter final judgment with prejudice and consistent with the material terms of this Stipulation of
23 Settlement. The Court's decision on the amounts, if any, to award Class Counsel for requested
24 attorneys' fees or costs or the amounts to award the Class Representative for the requested Class
25 Representative Service Award shall not be deemed a material term of this Stipulation of
26 Settlement, although the Class Representative and Class Counsel may appeal reductions in their
27 requested amounts. Termination shall have the following effects:
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1 a. This Stipulation of Settlement shall have no force or effect, and no
2 Party shall be bound by any of its terms;

3 b. Defendant shall have no obligation to make any payments to any
4 member of the Settlement Class, Class Representative or Class Counsel;

5 c. Defendant shall bear the cost to pay Settlement Administrator for
6 services rendered up to the date the Settlement Administrator is notified that this Stipulation of
7 Settlement has been terminated;

8 d. The Preliminary Approval Order, Final Approval Order and
9 Judgment, including any Order of class certification, shall be vacated;

10 e. This Stipulation of Settlement and all negotiations, privileged
11 statements and proceedings relating thereto shall be without prejudice to the rights of any of the
12 Parties, all of whom shall be restored to their respective positions in the Action prior to this
13 Stipulation of Settlement; and

14 f. Neither this Stipulation of Settlement, nor any privileged
15 documents, actions, statements or filing in furtherance of this Stipulation of Settlement shall be
16 admissible or offered into evidence in the Action or any other action for any purpose whatsoever,
17 other than to enforce the terms of the Settlement.

18 **NO ADMISSION**

19 41. Nothing contained herein, nor the consummation of this Stipulation of
20 Settlement, is to be construed or deemed an admission of liability, culpability, negligence or
21 wrongdoing on the part of Defendant or any of the other Released Parties. Defendant specifically
22 denies any liability or wrongdoing of any kind associated with the claims alleged in the Action,
23 and contends that, for any purpose other than this Stipulation of Settlement, the Action is not
24 appropriate for class, collective or representative action treatment. Defendant further contends,
25 among other things, that it has complied with the California Labor Code, the Fair Labor Standards
26 Act, the California Business and Professions Code, the applicable Industrial Welfare Commission
27 Wage Order, and all other federal, state or local law, rule, regulation or ordinance and common
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1 law, including those alleged in the Action. Each of the Parties hereto has entered into this
2 Stipulation of Settlement solely with the intention of avoiding further disputes and litigation with
3 the attendant inconvenience, expense, and uncertainty.

4 **ENFORCEMENT ACTIONS**

5 42. In the event any of the Parties to this Stipulation of Settlement, or
6 individuals/entities covered by paragraph 46, institute any legal action or other proceeding against
7 any other Party to enforce the provisions of this Stipulation of Settlement or to declare rights or
8 obligations under this Stipulation of Settlement, the successful Party shall be entitled to recover
9 from the unsuccessful Party reasonable attorneys' fees and costs, including expert witness fees
10 incurred in connection with any enforcement actions.

11 **NOTICES**

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

16 **To Class Representative and the Settlement Class:**

17 Diane E. Richard, Esq.
18 ROBBINS ARROYO LLP
19 600 B Street, Suite 1900
San Diego, CA 92101

20 Matthew S. Dente, Esq.
21 THE DENTE LAW FIRM
22 600 B Street, Suite 1900
San Diego, CA 92101

23 **To Defendant:**

24 Natalja M. Fulton, Esq.
25 JACKSON LEWIS LLP
50 California St., 9th Fl.
San Francisco, CA 94111-4615

26 **CONSTRUCTION**

27 44. The Parties hereto agree that the terms and conditions of this Stipulation of
28 Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties, and

1 this Stipulation of Settlement shall not be construed in favor of or against any Party by reason of
2 the extent to which any Party or his, her or its counsel participated in the drafting of this
3 Stipulation of Settlement.

4 **SATURDAYS, SUNDAYS OR LEGAL HOLIDAYS**

5 45. If the date by which any event described more fully herein is to occur falls
6 on a Saturday, Sunday or legal holiday in the State of California, then the date by which said
7 event must occur shall be the next following day which is not a Saturday, Sunday or legal holiday
8 in the State of California.

9 **CAPTIONS AND INTERPRETATIONS**

10 46. Paragraph titles or captions contained herein are inserted as a matter of
11 convenience and for reference, and in no way define, limit, extend or describe the scope of this
12 Stipulation of Settlement or any provision hereof. Each term of this Stipulation of Settlement is
13 contractual and not merely a recital.

14 **MODIFICATION**

15 47. This Stipulation of Settlement may not be changed, altered or modified,
16 except in writing and signed by the Parties, and approved by the Court. This Stipulation of
17 Settlement may not be discharged except in accordance with its terms or by a writing signed by
18 the Parties.

19 **INTEGRATION CLAUSE**

20 48. This Stipulation of Settlement and a Settlement Agreement and General
21 Release of All Claims to be signed by the Class Representative set forth the entire agreement
22 between the Parties, and fully supersede any prior agreements or understanding between the
23 Parties. No rights hereunder may be waived except in writing.

24 **BINDING ON ASSIGNS**

25 49. This Stipulation of Settlement shall be binding upon and inure to the
26 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
27 successors and assigns.
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CLASS COUNSEL SIGNATORIES

50. It is agreed that because the members of the Settlement Class are so numerous, it is impossible or impractical to have each member of the Settlement Class execute this Stipulation of Settlement. The Notice of Class Action Settlement will advise all members of the Settlement Class of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member of the Settlement Class.

COUNTERPARTS

51. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement, which shall be binding upon and effective as to both Parties.

PUBLIC COMMENT

52. Class Representative and Class Counsel will not make any public disclosure of the Stipulation of Settlement until after the Settlement is preliminarily approved by the Court. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will adhere to, the above restriction against any public disclosure on this Stipulation of Settlement and its terms.

53. Following preliminary approval of the Settlement, the Class Representative and Class Counsel will not have any communications with the media other than to direct the media to the public records of the Action on file with the Court. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will encourage him to adhere to, the restriction against any media comment on the Settlement and its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Stipulation of Settlement as of the date(s) set forth below:

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NAMED PLAINTIFF AND CLASS COUNSEL

Dated: July 22, 2015

By: M. Guiloff
Melissa Guiloff
Named Plaintiff/Class Representative

Dated: July 27, 2015

ROBBINS ARROYO LLP
THE DENTE LAW FIRM

By: Diane E. Richard
Diane E. Richard
Attorneys for Plaintiff
MELISSA GUILOFF

Dated: July 22 ~~17~~, 2015

By: Matthew S. Dente
Matthew S. Dente
Attorneys for Plaintiff
MELISSA GUILOFF

DEFENDANT AND COUNSEL FOR DEFENDANT

Dated: July __, 2015

INTERNATIONAL TRAINING AND
EXCHANGE, INC.

By: _____
Marcie Schneider
President

Dated: July 17, 2015

JACKSON LEWIS P.C.

By: _____
Natalja M. Fulton
Attorneys for Defendant
INTERNATIONAL TRAINING AND
EXCHANGE, INC

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NAMED PLAINTIFF AND CLASS COUNSEL

Dated: July __, 2015

By: _____
Melissa Guiloff
Named Plaintiff/Class Representative

Dated: July 17, 2015

ROBBINS ARROYO LLP
THE DENTE LAW FIRM

By: _____
Diane E. Richard
Attorneys for Plaintiff
MELISSA GUILOFF

Dated: July 17, 2015

By: _____
Matthew S. Dente
Attorneys for Plaintiff
MELISSA GUILOFF

DEFENDANT AND COUNSEL FOR DEFENDANT

Dated: July __, 2015

INTERNATIONAL TRAINING AND
EXCHANGE, INC.

By: *Marcie Schneider*

Marcie Schneider
President

Dated: July 17, 2015

JACKSON LEWIS P.C.

By: _____
Natalja M. Fulton
Attorneys for Defendant
INTERNATIONAL TRAINING AND
EXCHANGE, INC

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NAMED PLAINTIFF AND CLASS COUNSEL

Dated: July __, 2015

By: _____
Melissa Guiloff
Named Plaintiff/Class Representative

Dated: July 17, 2015

ROBBINS ARROYO LLP
THE DENTE LAW FIRM

By: _____
Diane E. Richard
Attorneys for Plaintiff
MELISSA GUILOFF

Dated: July 17, 2015

By: _____
Matthew S. Dente
Attorneys for Plaintiff
MELISSA GUILOFF

DEFENDANT AND COUNSEL FOR DEFENDANT

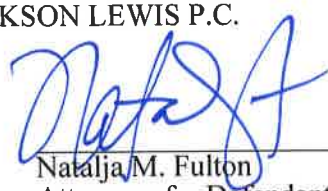
Dated: July __, 2015

INTERNATIONAL TRAINING AND
EXCHANGE, INC.

By: _____
Marcie Schneider
President

Dated: July 17, 2015

JACKSON LEWIS P.C.

By:  _____
Natalja M. Fulton
Attorneys for Defendant
INTERNATIONAL TRAINING AND
EXCHANGE, INC

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