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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

16 ROCIO CANSECO, an individual, on her own  
17 behalf and on behalf of all others similarly  
situated,

18 Plaintiff,

19 vs.

20 PAMPANGA FOOD COMPANY, INC., a  
California corporation; HORIZON  
21 PERSONNEL SERVICES, INC., a California  
corporation; and DOES 1 through 100, inclusive,

22 Defendants.  
23

Case No. 30-2016-00852698-CU-OE-CXC

**CLASS ACTION**

[Dept. CX101]

**STIPULATION FOR CLASS ACTION  
SETTLEMENT AND RELEASE**

Action Filed: May 17, 2016  
Trial Date: None

24 **STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

25 IT IS HEREBY STIPULATED, by and among Plaintiff Rocio Canseco (“Plaintiff”), on  
26 behalf of herself and the Settlement Class Members, and Defendant Horizon Personnel Services, Inc.  
27 (“Horizon”), on the other hand, and subject to the approval of the Court, that the Action is hereby  
28 being compromised and settled pursuant to the terms and conditions set forth in this Stipulation of

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STIPULATION FOR CLASS ACTION SETTLEMENT AND RELEASE

1 Class Action Settlement and that the Court shall make and enter judgment, subject to the continuing  
2 jurisdiction of the Court as set forth below, subject to the definitions, recitals and terms set forth  
3 herein which by this reference become an integral part of this Agreement. Defendant Pampanga Food  
4 Company, Inc. ("Pampanga") is not a party to this stipulation or settlement and Plaintiff does not  
5 release her claims against Pampanga through this Agreement.

6 **1. DEFINITIONS**

7 Unless otherwise defined herein, capitalized terms used in this Agreement shall have the  
8 meanings set forth below:

9 1.1 "Agreement" means this Stipulation of Class Action Settlement.

10 1.2 "Action" means *Rocio Canseco, an individual, on her own behalf and on behalf of all*  
11 *others similarly situated, Plaintiff, vs. Pampanga Food Company, Inc.; Horizon Personnel Services,*  
12 *Inc., Defendants*, which is currently pending in the Superior Court of the State of California for the  
13 County of Orange, Case No. 30-2016-00852698-CU-OE-CXC.

14 1.3 "Class Counsel" means Kevin A. Lipeles and Thomas L. Schelly of the Lipeles Law  
15 Group.

16 1.4 "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and  
17 resolution of this Action and their expenses and costs incurred in connection with the Action, paid  
18 from the Gross Settlement Amount.

19 1.5 "Class Information" means information regarding Settlement Class Members that  
20 Horizon will compile in good faith from its records and provide to the Settlement Administrator.  
21 The Class Information shall be formatted as a Microsoft Excel spreadsheet and shall include: (a)  
22 each Settlement Class Member's employee number; (b) full name; (c) last known address; (d) last  
23 known home telephone number; (e) Social Security Number; and (f) start and end dates of  
24 employment or assignment at Pampanga Food Company, Inc. in California by Horizon as a non-  
25 exempt employee. The Class Information is confidential, and the Settlement Administrator may not  
26 disclose the Class Information to any person, except as required by law or the provisions of this  
27 Agreement.

28 1.6 "Class Period" means the period from May 17, 2012 through the date of preliminary

1 approval.

2 1.7 "Class Representative Service Award" means the amount that the Court authorizes to  
3 be paid to Plaintiff, in addition to her Individual Settlement Payment, in recognition of her efforts  
4 and risks in assisting with the prosecution of the Action.

5 1.8 "Compensable Workweeks" means the number of workweeks during which  
6 Settlement Class Members were employed by or assigned to work for Pampanga Food Company,  
7 Inc. by Horizon in non-exempt positions during the Class Period. Using the Class Information, the  
8 Settlement Administrator will calculate the number of workweeks by calculating the number of days  
9 each Settlement Class Member was employed by or assigned to work for Pampanga Food Company,  
10 Inc. by Horizon in an hourly paid, non-exempt position during the Class Period, dividing by seven,  
11 and rounding up to the nearest whole number.

12 1.9 "Court" shall mean the Superior Court of California, County of Orange.

13 1.10 "Defendant" means Horizon Personnel Services, Inc.

14 1.11 "Defense Counsel" or "Counsel for Defendant" shall mean, for Horizon, Ogletree,  
15 Deakins, Nash, Smoak & Stewart, 695 Town Center Drive, Suite 1500, Costa Mesa, CA 92626.

16 1.12 "Effective Date of Settlement" means the latest of the following dates: (i) the date  
17 upon which the Court grants final approval of this Settlement if no Settlement Class members file  
18 objections to the Settlement; or (ii) if a Settlement Class Member files an objection to this Settlement,  
19 the Effective Date shall be the date thirty days after the date upon which the Court grants final  
20 approval of this Settlement if no appeal is initiated by an objector; or (iii) if a timely appeal is initiated  
21 by an objector, the Effective Date shall be the date of final resolution of that appeal (including any  
22 requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of this  
23 Settlement.

24 1.13 "Individual Settlement Payment" means the amount payable from the Net Settlement  
25 Amount to each Settlement Class Member.

26 1.14 "First Amended Compliant" ("FAC") shall mean that First Amended Complaint  
27 which was deemed filed with the Court pursuant to the Court's December 20, 2017 Order. Defendant  
28 denies the allegations of the FAC. Class Counsel has sent a letter to the California Labor and

1 Workforce Agency (the LWDA) to provide notice of the claims in the FAC. The FAC was filed for  
2 the sole purpose of facilitating this Settlement. No response to the FAC was required. The FAC  
3 shall be deemed withdrawn in the event this Settlement does not receive preliminary and/or final  
4 approval by the Court.

5 1.15 "Gross Settlement Amount" means \$180,000.00, which sum includes the Individual  
6 Settlement Payments (including all required withholdings from Individual Settlement Payments),  
7 Class Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement  
8 Administration Costs. This is a non-reversionary settlement. In no event shall Horizon be liable for  
9 more than \$180,000.00 as a result of this Settlement, including its corporate payroll tax contributions  
10 and liabilities as may be required, which will be paid from the Gross Settlement Amount. The estimated  
11 amount of employer-side taxes will be equal to or less than \$3,164.55.

12 1.16 "Individual Settlement Payment" means the amount payable from the Net Settlement  
13 Amount to each Settlement Class Member. If a Settlement Class Member fails to cash his or her  
14 Individual Settlement Payment, his or her pro rata share of the settlement distribution will be tendered  
15 to the California Department of Industrial Relations Unpaid Wage Fund in the Settlement Class  
16 Member's name.

17 1.17 "LWDA PAGA Allocation" means the seventy-five percent (75%) portion of the  
18 PAGA Payment to be paid to the State of California's Labor Workforce Development Agency  
19 (LWDA).

20 1.18 "Net Settlement Amount" means the Gross Settlement Amount, less Class Counsel  
21 Award, Class Representative Service Award, Settlement Administrator Costs, employer related  
22 taxes, and the LWDA PAGA Allocation.

23 1.19 "Notice of Settlement" means the Notice of Class Action Settlement substantially in  
24 the form attached hereto as Exhibit A.

25 1.20 "Notice Packet" means the Notice of Class Action Settlement (substantially in the  
26 form attached hereto as Exhibit A). The Notice of Class Action Settlement will inform Class  
27 Members of his or her ability to (a) request to be excluded from the settlement; (b) file and serve a  
28 written objection to the settlement; (c) to dispute the amount of the Individual Settlement Payment

1 by writing to the Settlement Administrator; or (d) participate in the settlement. A Class Member that  
2 takes no further action after receiving the Notice of Class Action Settlement will be deemed to have  
3 chosen to participate in the settlement and will be sent an Individual Settlement Payment. The  
4 Settlement Administrator shall distribute the Notice of Settlement in both the Spanish and English  
5 languages.

6 1.21 "Parties" means Plaintiff and Horizon, and "Party" shall mean either Plaintiff or a  
7 Horizon, individually.

8 1.22 "PAGA Payment" means the \$30,000.00 amount payable from the Gross Settlement  
9 Amount to resolve PAGA claims under the California Private Attorney General Act ("PAGA")  
10 alleged in the Action.

11 1.23 "Payment Ratio" means the respective Compensable Workweeks for each Settlement  
12 Class Member divided by the total Compensable Workweeks for all Settlement Class Members.

13 1.24 "Plaintiff" means Rocio Canseco.

14 1.25 "Released Claims" means all causes of action alleged or that could have been alleged  
15 based on the facts in the FAC in the Action including all of the following claims for relief under both  
16 California law and the Fair Labor Standards Act ("FLSA"): (1) failure to pay all wages earned during  
17 each pay period including overtime and minimum wages; (2) failure to pay timely wages upon  
18 cessation of employment; (3) failure to furnish accurate wage statements; (4) unfair competition  
19 (Bus. & Prof. Code §§ 17200, *et seq.*); (5) violation of Labor Code §§ 2699 *et seq.*; "; (6) any other  
20 claims or penalties under the wage and hour laws pleaded in the Action or that could have been  
21 pleaded based on the facts alleged in the FAC; and (7) all damages, penalties, interest and other  
22 amounts recoverable under said causes of action under California and federal law, to the extent  
23 permissible, including but not limited to the California Labor Code as to the facts alleged in the FAC,  
24 the applicable Wage Orders as to the facts alleged in the FAC, and the California Unfair Competition  
25 Law as to the facts alleged in the FAC. The Released Claims also include all claims under PAGA  
26 that were alleged or that could have been alleged based on the facts in the FAC. The Released Claims  
27 also include all claims Plaintiff and Settlement Class Members may have against the Released Parties  
28 relating to (i) the payment and allocation of attorneys' fees and costs to Class Counsel pursuant to

1 this Agreement and (ii) the payment of the Class Representative Service Award pursuant to this  
2 Agreement. The period applicable to the Released Claims shall extend from May 17, 2012 to the  
3 date of preliminary approval of this Settlement. It is the intent of the Parties that the judgment entered  
4 by the Court upon final approval of the Settlement shall have *res judicata* effect and be final and  
5 binding upon Plaintiff and all Settlement Class Members who have not expressly opted out of the  
6 settlement.

7 1.26 "General Release" means any claim, whether known or unknown, which Plaintiff  
8 have ever had, or hereafter may claim to have, arising on or before the Effective Date of Settlement,  
9 including without limitation, any claims relating to or arising out of any aspect of their employment  
10 with the Released Parties, or the termination of their employment with the Released Parties, any  
11 claims for failure to pay minimum wages, overtime wages, regular wages, wage statements, waiting  
12 time penalties, missed meal and rest period premiums, unreimbursed expenses, unfair competition  
13 law, civil penalties under PAGA, or any other claims under the California Labor Code, the California  
14 Business and Professions Code, the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.*, or any  
15 state, county or city law or ordinance regarding wages or compensation; any claims for employee  
16 benefits, including without limitation, any claims under the Employee Retirement Income Security  
17 Act of 1974, any claims of employment discrimination on any basis, including without limitation,  
18 any claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C.  
19 section 1981, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Family  
20 and Medical Leave Act of 1993, the California Government Code, or any other state, county or city  
21 law or ordinance regarding employment discrimination or retaliation.

22 1.27 "Released Parties" means Horizon and its affiliates and related entities, including,  
23 without limitation, their parents and subsidiaries, predecessors, successors, divisions, joint ventures  
24 and assigns, and each of these entities' past, present and/or future direct and/or indirect directors,  
25 officers, employees, partners, members, investors, principals, agents, insurers, co-insurers, re-  
26 insurers, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,  
27 predecessors, successors, assigns, attorneys and personal or legal representatives. Notwithstanding  
28 the foregoing provisions in this paragraph, Defendant Pampanga Food Company, Inc. is expressly

1 not a “Released Party” under the terms of this Agreement and Plaintiff’s claims against Pampanga  
2 are not released.

3 1.28 “Request for Exclusion” means a timely letter submitted by a Class Member  
4 indicating a request to be excluded from the Settlement Class.

5 1.29 “Response Deadline” means the date forty-five days after the Settlement  
6 Administrator mails Notice Packets to Settlement Class Members and is the last date on which  
7 Settlement Class Members may: (a) postmark, fax, or email a Dispute of the Individual Settlement  
8 Amount; (b) postmark, fax, or email Requests for Exclusion; or (c) file and serve Objections to the  
9 Settlement. If the 45th day falls on a weekend or Federal holiday, the Response Deadline will be  
10 extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be  
11 extended fourteen days for any Class Member who is re-mailed a Notice Packet by the Claims  
12 Administrator, unless the fourteenth day falls on a weekend or Federal holiday, in which case the  
13 Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

14 1.30 “Settlement” means the disposition of the Action against Horizon pursuant to this  
15 Agreement.

16 1.31 “Settlement Administration Costs” means the amount to be paid to the Settlement  
17 Administrator from the Gross Settlement Amount for the administration of the Settlement.

18 1.32 “Settlement Administrator” means Phoenix Settlement Administrators.

19 1.33 “Settlement Class Members” or “Settlement Class” means all current and former  
20 hourly paid non-exempt employees of Horizon who worked for or were assigned to Pampanga  
21 Food Company, Inc. by Horizon in California during the Class Period and who have not submitted  
22 a timely and valid Request for Exclusion.

23 1.34 “Settlement Amount Account” means the bank account established pursuant to the  
24 terms of this Stipulation from which all monies payable under the terms of this Settlement shall be  
25 paid, as set forth herein.

## 26 2. RECITALS

27 2.1 Class Certification. The Parties stipulate and agree to the certification of this Action  
28 for purposes of this Settlement only. Should the Settlement not become final and effective as herein

1 provided, class certification shall immediately be set aside (subject to further proceedings on motion  
2 of any party to certify or deny certification thereafter). The Parties' willingness to stipulate to class  
3 certification as part of the Settlement shall have no bearing on, and shall not be admissible in or  
4 considered in connection with, the issue of whether a class should be certified in a non-settlement  
5 context in this Action and shall have no bearing on, and shall not be admissible or considered in  
6 connection with, the issue of whether a class should be certified in any other lawsuit.

7       2.2    Procedural History. On May 17, 2016, Plaintiff Rocio Canseco filed a lawsuit against  
8 Defendants Horizon and Pampanga Food Company, Inc. ("Pampanga") in the Superior Court of the  
9 State of California, County of Orange, case number 30-2016-00852698-CU-OE-CXC. Plaintiff's  
10 complaint alleges causes of action for: (1) failure to pay provide rest periods; (2) failure to provide  
11 itemized statements; (3) failure to pay wages due upon termination; and (4) unfair competition (Bus.  
12 & Prof. Code §§ 17200, *et seq.*).

13       On February 28, 2017, the Plaintiff and all Defendants mediated the claims after they  
14 informally exchanged mediation data. Joel Grossman, Esq., a highly experienced mediator,  
15 conducted the mediation. As a result, Plaintiff and all Defendants reached a tentative agreement to  
16 settle Plaintiff's claims against all Defendants. However, all Defendants could not reach an  
17 agreement concerning the amount of Pampanga's contribution to the settlement. As a result, Horizon  
18 did not execute the settlement agreement.

19       In September 2017, after extensive negotiations, Plaintiff, on behalf of herself and the  
20 Settlement Class Members, and Horizon agreed to settle all claims against Horizon for a reasonable  
21 amount.

22       2.3    Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel  
23 recognize the expense and length of continued proceedings necessary to litigate their disputes against  
24 Horizon through trial and through any possible appeals. Plaintiff has also taken into account the  
25 uncertainty and risk of the outcome of further litigation against Horizon, and the difficulties and  
26 delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof  
27 necessary to establish liability for the claims asserted in the Action, both generally and in response  
28 to Horizon's defenses thereto (many of which have been shared at the mediation), and potential



1 difficulties in establishing damages for the Settlement Class Members against Horizon. Plaintiff and  
2 Class Counsel have also taken into account the extensive settlement negotiations conducted. Based  
3 on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this  
4 Agreement is a fair, adequate and reasonable settlement against Horizon, and is in the best interests  
5 of the Settlement Class Members.

6       2.4    Horizon's Reasons for Settlement. Horizon has concluded that any further defense  
7 of this litigation would be protracted and expensive for all Parties. Substantial amounts of time,  
8 energy and resources of Horizon have been and, unless this Settlement is made, will continue to be  
9 devoted to the defense of the claims asserted by Plaintiff and Settlement Class Members. Horizon  
10 has also taken into account the risks of further litigation in reaching its decision to enter into this  
11 Settlement. Despite continuing to contend that it is not liable for any of the claims set forth by  
12 Plaintiff in the Action, Horizon has, nonetheless, agreed to settle in the manner and upon the terms  
13 set forth in this Agreement to put to rest the claims as set forth in the Action. Horizon has claimed  
14 and continues to claim that the Released Claims have no merit and do not give rise to liability. This  
15 Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no  
16 documents referred to herein and no action taken to carry out this Agreement may be construed or  
17 used as an admission by or against Horizon as to the merits or lack thereof of the claims asserted.  
18 The monies being paid as part of the settlement are genuinely disputed and the Parties agree that the  
19 provisions of Labor Code section 206.5 are not applicable to this Settlement.

20       2.5    Settlement Class Members' Claims. Settlement Class Members have claimed and  
21 continue to claim that the Released Claims have merit and give rise to liability on the part of all  
22 Defendants. This Agreement is a compromise of disputed claims. Nothing contained in this  
23 Agreement and no documents referred to herein and no action taken to carry out this Agreement may  
24 be construed or used as an admission by or against the Settlement Class Members or Class Counsel  
25 as to the merits or lack thereof of the claims asserted.

26       2.6    Maximum Amount Payable by Horizon. Under the terms of this Settlement, the  
27 maximum amount payable by Horizon shall not exceed the Gross Settlement Amount of  
28 \$180,000.00.

1           2.7    No Determination of Horizon’s Rights to Contractual Indemnity Against Pampanga  
2 Food Company, Inc. Court approval of the Class Action constitutes a judicial determination that the  
3 settlement entered into between Horizon and Plaintiff was entered into in good faith and will bar any  
4 other party from further claims against Horizon for equitable comparative contribution, partial or  
5 comparative indemnity, equitable indemnity, or comparative negligence or comparative fault.  
6 However, in no event will the terms of this agreement affect any determination of Horizon’s  
7 contractual rights to indemnity against Pampanga Food Company, Inc. (“Pampanga”) as to the  
8 ultimate responsibility for amounts paid pursuant to this Agreement or as a result of the defense of  
9 this Action.

10           2.8    Plaintiff’s Wrongful Termination Lawsuit. On March 14, 2016, Plaintiff filed a sexual  
11 harassment and wrongful termination complaint against Defendants in the Orange County Superior  
12 Court, Case No. 30-2016-00840485-CU-WTC-CJC (“Wrongful Termination Lawsuit”). In the  
13 Wrongful Termination Lawsuit, Plaintiff alleges that she was jointly employed by Defendants and  
14 alleges the following claims: (1) Sexual Harassment/Hostile Work Environment in violation of Fair  
15 Employment and Housing Act (“FEHA”); (2) Sexual Harassment/Quid Pro Quo in Violation of  
16 FEHA; (3) Wrongful Discharge in Violation of Government Code § 12940(h); (4) Wrongful  
17 Discharge in Violation of Public Policy; (5) Wrongful Discharge in Violation of FEHA; and (4)  
18 Waiting Time Penalties.

19           Horizon denies Plaintiff’s allegations and contends that Horizon may not be held liable for  
20 the alleged misconduct because Horizon did not participate in any of the alleged misconduct.

21           On February 28, 2017, after exchanging documents and information, Plaintiff and all  
22 Defendants engaged in a full day mediation session. Plaintiff and all Defendants reached a tentative  
23 agreement to settle Plaintiff’s claims against all Defendants. Plaintiff and Pampanga executed the  
24 settlement agreement. All Defendants, however, could not reach an agreement concerning the  
25 amount of Pampanga’s contribution. As a result, Horizon did not execute the settlement agreement.

26 *Id.*

27           In September 2017, after extensive negotiations, Horizon and Plaintiff agreed to settle this  
28 matter as between them for a \$22,500 payment by Horizon to Plaintiff, which Plaintiff and Horizon

1 agreed was a reasonable amount, in exchange for a release of all claims against Horizon and  
2 Plaintiff's dismissal of Horizon with prejudice. On January 2, 2018, the settlement agreement  
3 between Plaintiff and Horizon was fully executed. On January 8, 2018, in order to preclude any  
4 potential claims for indemnity and/or contribution by the remaining Defendants, Horizon filed a  
5 Motion for Determination of Good Faith Settlement and Order Barring any Potential Cross-Action  
6 for Indemnity and/or Contribution. On February 2, 2018, the Court granted the Motion of Good Faith  
7 Settlement and entered an order barring any potential cross-action and/or claims for indemnity as to  
8 Horizon.

9 **3. TERMS OF AGREEMENT**

10 The Parties agree as follows:

11 3.1 Release As To All Class Members. As of the Effective Date of Settlement, in  
12 exchange for the Gross Settlement Amount, Settlement Class Members who have not submitted a  
13 timely and valid Request for Exclusion release the Released Parties from the Released Claims for  
14 the Class Period.

15 3.2 General Release As To Plaintiff Only. In exchange for the consideration set forth in  
16 this Agreement, Plaintiff, for herself and her heirs, successors and assigns, does hereby waive,  
17 release, acquit and forever discharge the Released Parties, from any and all claims, actions, charges,  
18 complaints, grievances and causes of action, of whatever nature, whether known or unknown, which  
19 exist or may exist on Plaintiff's behalf as of the date of this Agreement, including but not limited to  
20 any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims,  
21 benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims,  
22 emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, *quantum*  
23 *meruit* claims, and any and all claims arising under any federal, state or other governmental statute,  
24 law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor  
25 Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare  
26 Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age  
27 Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title  
28 VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California

1 Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act,  
2 California Business & Professions Code Section 17200 *et seq.*, and any and all claims arising under  
3 any federal, state or other governmental statute, law, regulation or ordinance. Plaintiff hereby  
4 expressly waives and relinquish any and all claims, rights or benefits that she may have under  
5 California Civil Code § 1542, which provides as follows:

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

9           Plaintiff may hereafter discover claims or facts in addition to, or different from, those which  
10 she now knows or believes to exist, but he expressly agrees to fully, finally and forever settle and  
11 release any and all claims against the Released Parties, known or unknown, suspected or  
12 unsuspected, which exist or may exist at the time of execution of this Agreement, including, but not  
13 limited to, any and all claims relating to or arising from Plaintiff's employment with or assignment  
14 to Defendant. The Parties further acknowledge, understand and agree that this representation and  
15 commitment is essential to the Agreement and that this Agreement would not have been entered into  
16 were it not for this representation and commitment.

17           This release shall not include any workers' compensation claim Plaintiff may have.

18           3.3    Tax Liability. The Parties and their counsel make no representations as to the tax  
19 treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not  
20 relying on any statement or representation by the Parties in this regard. Settlement Class Members  
21 understand and agree that they will be responsible for the payment of any employee taxes and  
22 penalties assessed on the payments described herein and will hold the Parties free and harmless from  
23 and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way  
24 from personal tax treatment of the payments made pursuant to this Agreement, including the  
25 treatment of such payments as not subject to withholding or deduction for payroll and employment  
26 taxes.

27           3.4    Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,  
28 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an

1 “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written  
2 communication or disclosure between or among the Parties or their attorneys and other advisers, is  
3 or was intended to be, nor shall any such communication or disclosure constitute or be construed or  
4 be relied upon as, tax advice within the meaning of United States Treasury Department circular 230  
5 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her  
6 or its own, independent legal and tax counsel for advice (including tax advice) in connection with  
7 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other  
8 Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any  
9 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty  
10 that may be imposed on the acknowledging party, and (3) no attorney or advisor to any other Party  
11 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax  
12 strategies (regardless of whether such limitation is legally binding) upon disclosure by the  
13 acknowledging party of the tax treatment or tax structure of any transaction, including any  
14 transaction contemplated by this Agreement.

15       3.5 Settlement Administration. Within thirty calendar days after the entry of the  
16 Preliminary Approval Order, Horizon shall provide the Settlement Administrator (but not Plaintiff,  
17 Plaintiff’s Counsel, or any other party) with the Class Information for purposes of mailing Notice  
18 Packets to Settlement Class Members. Settlement Administrator shall treat such Class Information  
19 as confidential and shall not provide it to Plaintiff, Plaintiff’s Counsel, or any other party without  
20 first obtaining prior written consent for Defendant.

21       3.5.1 Notice By First Class U.S. Mail. Upon receipt of the Class Information, the  
22 Settlement Administrator will perform a search based on the National Change of Address Database  
23 to update and correct any known or identifiable address changes. No more than fourteen calendar  
24 days after receiving the Class Information from Plaintiff as provided herein, the Settlement  
25 Administrator shall mail copies of the Notice Packet to all Settlement Class Members via regular  
26 First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine  
27 the current mailing address for each Settlement Class Member. The address identified by the  
28 Settlement Administrator as the current mailing address shall be presumed to be the best mailing

1 address for each Settlement Class Member. It will be conclusively presumed that, if an envelope so  
2 mailed has not been returned within thirty days of the mailing, the Settlement Class Member received  
3 the Notice Package.

4           3.5.2 Reminder Postcard. A reminder postcard shall be mailed thirty days after the  
5 original mailing date of the Notices to all Settlement Class Members who have not returned a Dispute  
6 of the Individual Settlement Amount, Request for Exclusion, or Notice of Objection by such date.

7           3.5.3 Undeliverable Notices. Any Notice Packets returned to the Settlement  
8 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the  
9 forwarding address affixed thereto. If no forwarding address is provided, the Settlement  
10 Administrator shall make reasonable efforts to obtain an updated mailing address within five  
11 business days of the date of the return of the Notice Packet. If an updated mailing address is  
12 identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class  
13 Member. Settlement Class Members to whom Notice Packets are resent after having been returned  
14 undeliverable to the Settlement Administrator shall have fourteen calendar days thereafter to or until  
15 the Response Deadline has expired, whichever is later, to mail, fax or email a Dispute of the  
16 Individual Settlement Amount, Request for Exclusion, or file and serve a Notice of Objection. Notice  
17 Packets that are resent shall inform the recipient of this adjusted deadline. The date of the postmark  
18 on the Dispute of the Individual Settlement Amount or the Request for Exclusion, either based on  
19 the date on the return envelope, the date of the fax stamp, or the date of the email transmission, shall  
20 be the exclusive means used to determine whether a Settlement Class Member has timely returned  
21 his/her Dispute of the Individual Settlement Amount or the Request for Exclusion on or before the  
22 adjusted deadline. A Dispute of the Individual Settlement Amount or the Request for Exclusion shall  
23 be deemed valid only if it is signed by the Settlement Class Member and postmarked or fax or email  
24 stamped on or before the adjusted deadline. If a Settlement Class Member's Notice Packet is  
25 returned to the Settlement Administrator more than once as non-deliverable, then an additional  
26 Notice Packet shall not be remailed.

27           3.5.4 Compliance. Compliance with the procedures specified in this Agreement  
28 herein shall constitute due and sufficient notice to Settlement Class Members of this Settlement and

1 shall satisfy the requirement of due process. Nothing else shall be required of, or done by, Horizon,  
2 Class Counsel, and Defense Counsel to provide notice of the proposed settlement.

3       3.6    Claim Disputes. The Notice Packet shall state that Settlement Class Members will  
4 have the opportunity, should they disagree with Horizon's records regarding the dates of employment  
5 stated on their Settlement Notice, to provide documentation and/or an explanation to show contrary  
6 employment dates. Class Members must inform the Settlement Administrator within twenty days of  
7 the postmark of the Settlement Notice. If they dispute the dates of employment and/or workweeks as  
8 stated in the Settlement Notice, the written dispute must be referred to as a "Dispute" and must (a)  
9 state the class member's name, address, telephone number, and last four digits of his or her social  
10 security number; (b) be signed by the Class Member; (c) state the information the class member is  
11 challenging; (d) state his or her belief as to the correct date(s) of employment and/or workweeks; (e)  
12 explain why Horizon's records are mistaken and attach any documents or evidence in support of such  
13 a contention; (f) be postmarked, faxed, or e-mailed within twenty days of the postmark of Settlement  
14 Notice; and (e) returned to the Settlement Administrator. If there is a Dispute, the Settlement  
15 Administrator will consult with Horizon to determine whether an adjustment is warranted. The  
16 Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual  
17 Settlement Payments under the terms of this Agreement. The Settlement Administrator's  
18 determination of the eligibility for and amount of any Individual Settlement Payment shall be binding  
19 upon the Settlement Class Member and the Parties. Horizon's records will be presumed correct  
20 unless the Class Member provides documentation which shows that Horizon's records are incorrect.

21       3.7    Exclusions. The Notice Packet shall state that Settlement Class Members who wish  
22 to exclude themselves from the Settlement must submit a written request for exclusion by the  
23 Response Deadline. The written request for exclusion must: (1) explicitly and unambiguously state  
24 "I wish to exclude myself from the settlement reached with Horizon Personnel Services, Inc. in the  
25 matter of *Rocio Canseco v. Pampanga Food Company, Inc., et al.* I understand by excluding myself,  
26 I will not receive any money from the settlement reached in this matter"; (2) contain the name,  
27 address, telephone number and the last four digits of the Social Security number of the person  
28 requesting exclusion; (3) be signed by the Settlement Class Member; (4) be postmarked or fax

1 stamped by the Response Deadline; and (5) returned to the Settlement Administrator at the specified  
2 address or fax telephone number ("Request for Exclusion"). The Request for Exclusion will not be  
3 valid if it is not timely submitted, if it is not signed by the Settlement Class Member, or if it does not  
4 contain the name and address of the Settlement Class Member. The date of the postmark on the  
5 return mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used  
6 to determine whether the Request for Exclusion was timely submitted. Any Settlement Class  
7 Member who requests to be excluded from the Settlement Class will not be entitled to any recovery  
8 under the Settlement and will not be bound by the terms of the Settlement or have any right to object,  
9 appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely written  
10 request for exclusion on or before the Response Deadline shall be bound by all terms of the  
11 Settlement and any final judgment entered in this Action if the Settlement is approved by the Court.  
12 No later than ten calendar days after the Response Deadline, the Settlement Administrator shall  
13 provide Defense Counsel with a final list of the Settlement Class Members who have timely  
14 submitted written Requests for Exclusion and Class Counsel with a final list of identifying numbers  
15 (but not names) of Settlement Class Members who have timely submitted written Requests for  
16 Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage  
17 members of the Settlement Class to submit Requests for Exclusion from the Settlement.

18       3.8    Objections. The Notice Packet shall state that Settlement Class Members who wish  
19 to object to the Settlement must mail to the Claims Administrator a written statement of objection  
20 ("Notice of Objection") by the Response Deadline. The postmark date of the objection shall be  
21 deemed the exclusive means for determining that a Notice of Objection was timely. The Notice of  
22 Objection must be signed by the Settlement Class Member and state: (1) the full name of the  
23 Settlement Class Member; (2) the dates of employment of the Settlement Class Member with  
24 Horizon; (3) the last four digits of the Settlement Class Members' Social Security number and/or the  
25 Employee ID number; (4) the factual and legal basis for objection with any supporting documents  
26 and evidence; and (5) if the Settlement Class Member intends to appear at the Final Approval  
27 Hearing. Settlement Class Members who fail to make objections in the manner specified above shall  
28 be deemed to have waived any objections and shall be foreclosed from making any objections



1 (whether by appeal or otherwise) to the Settlement. Settlement Class Members who submit a timely  
2 Notice of Objection will have a right to appear at the Final Approval Hearing in order to have their  
3 objections heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or  
4 otherwise encourage Settlement Class Members to file or serve written objections to the Settlement  
5 or appeal from the Order and Final Judgment. Class Counsel shall not represent any Settlement  
6 Class Members with respect to any such objections. The Settlement Administrator shall e-mail any  
7 objections to counsel for the Parties promptly upon receipt, and Class Counsel shall lodge any  
8 objections with the Court.

9       3.9    No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their  
10 best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their  
11 counsel seek to solicit or otherwise encourage Settlement Class Members to submit either written  
12 objections to the Settlement or Requests for Exclusion from the Settlement, or to appeal from the  
13 Court's Final Judgment.

14       3.10   Funding and Allocation of Settlement. This is a non-reversionary settlement in which  
15 Horizon is required to pay the sum of the Individual Settlement Payments, the Class Representative  
16 Service Award, the Class Counsel Award, employer-related taxes, the LWDA PAGA Allocation,  
17 and the Settlement Administration Costs, as specified in this Agreement, which is the Gross  
18 Settlement Amount of \$180,000.00. Within thirty calendar days following the Effective Date of the  
19 Settlement, Horizon shall provide the funds for the Settlement to the Settlement Administrator. The  
20 Settlement Administrator shall deposit the funds in the Settlement Amount Account. No  
21 distributions from the Settlement Amount Account shall occur until authorization in writing or via  
22 e-mail is provided to the Settlement Administrator by Class Counsel and Defense Counsel.

23       3.11       No more than five business days after the Settlement is fully funded, the Settlement  
24 Administrator will provide the Parties with an accounting of all anticipated payments and awards  
25 from the account. Payments from the account shall be made for (1) Individual Settlement Payments  
26 to Settlement Class Members; (2) Class Representative Service Award, as specified in this  
27 Agreement and approved by the Court; (3) Class Counsel Award, as specified in this Agreement and  
28 approved by the Court; (4) employer-related taxes; (5) the Settlement Administration Costs, as

1 specified in this Agreement and approved by the Court; and (6) the LWDA PAGA Allocation, as  
2 specified in this Agreement and approved by the Court.

3       3.12 Individual Settlement Payments. Individual Settlement Payments will be paid from  
4 the Net Settlement Amount and shall be paid pursuant to the formula set forth in Paragraph 3.13.1  
5 herein. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to  
6 Settlement Class Members' last known mailing address within fourteen calendar days after the  
7 funding of the Settlement is completed. Individual Settlement Payments reflect settlement of a  
8 dispute regarding wages and interest/penalties. Individual Settlement Payments will be allocated as  
9 follows: thirty percent (30%) as wages; and seventy percent (70%) as interest/penalties. The  
10 Settlement Administrator shall issue the appropriate tax documents associated with the Individual  
11 Settlement Payments, including an IRS Form W-2 for the amounts allocated as "wages" and an IRS  
12 Form 1099 for the amounts allocated as "interest/penalties." Any checks issued to Settlement Class  
13 Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of  
14 their issuance. After that time, any such uncashed checks will be tendered to the California  
15 Department of Industrial Relations Unpaid Wage Fund.

16       3.12.1 Calculation of Individual Settlement Payments. The Settlement  
17 Administrator will calculate the total Compensable Workweeks for all Settlement Class Members.  
18 The respective Compensable Workweeks for each Settlement Class Member will be divided by the  
19 total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for  
20 each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be  
21 multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment.  
22 Each Individual Settlement Payment will be reduced by any legally mandated deductions for payroll  
23 taxes or other required withholdings. Settlement Class Members are not eligible to receive any  
24 compensation other than an Individual Settlement Payment.

25       3.13 Class Representative Service Award. Horizon agrees not to oppose or object to any  
26 application or motion by Plaintiff to be appointed Class Representative and for a Class  
27 Representative Service Award, not to exceed to \$5,000, as consideration for her time and effort in  
28 bringing and prosecuting this matter and in exchange for the Released Claims and a General Release.

1 The Class Representative Service Award shall be paid to Plaintiff from the Gross Settlement Account  
2 no later than fourteen calendar days after funding of the Settlement is completed. The Settlement  
3 Administrator shall issue an IRS Form 1099-MISC to Plaintiff for her Class Representative Service  
4 Award. Plaintiff agrees to provide the Settlement Administrator with an executed Form W-9 before  
5 the Class Representative Service Award is issued. Plaintiff shall be solely and legally responsible to  
6 pay any and all applicable taxes on her Class Representative Service Award and shall hold harmless  
7 Horizon from any claim or liability for taxes, penalties, or interest arising as a result of the Class  
8 Representative Service Award. The Class Representative Service Award shall be in addition to  
9 Plaintiff's Individual Settlement Payment as a Settlement Class Member. In the event that the Court  
10 awards less than the requested amount of the Class Representative Service Award, then any portion  
11 of the requested amount not awarded to Plaintiff shall revert to Horizon. In the event the Court  
12 reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not  
13 have the right to revoke her agreement to the Settlement, or to file an appeal, and the Settlement will  
14 remain binding on the Parties.

15       3.14 Class Counsel Award. Horizon agrees not to oppose or object to any application or  
16 motion by Class Counsel for attorneys' fees not to exceed thirty-three percent (33%) of the Gross  
17 Settlement Account, or \$60,000.00, plus costs and expenses supported by a declaration from Class  
18 Counsel, not to exceed \$10,000, from the Gross Settlement Amount. Class Counsel shall be paid  
19 any Court-approved fees and costs from the Gross Settlement Amount no later than fourteen calendar  
20 days after the Settlement is fully funded. Class Counsel shall be solely and legally responsible to  
21 pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement  
22 Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made pursuant  
23 to this paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any  
24 particular amount in attorneys' fees and costs. In the event the Court reduces or does not approve  
25 the requested Class Counsel Award, Plaintiff and Class Counsel do not have the right to revoke their  
26 agreement to this Settlement or file an appeal, and the Settlement shall remain binding on the Parties.  
27 Any amount requested by Class Counsel for the Class Counsel Award that is not granted will revert  
28 to Defendant.

1           3.15 PAGA. Subject to Court approval, the Parties shall allocate a total of \$30,000 from  
2 the Gross Settlement Amount for the compromise of claims brought under the Private Attorneys  
3 General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (the “PAGA Allocation”). California Labor  
4 Code section 2699(i) requires that the parties distribute any settlement of PAGA claims as follows:  
5 75% to the State of California’s Labor Workforce Development Agency (“LDWA”) for enforcement  
6 of labor laws and education of employers; and 25% to “aggrieved employees.” The Parties,  
7 therefore, agree that \$22,500 of the PAGA Allocation shall be paid to the State of California LWDA  
8 (“LWDA PAGA Allocation”) from the Settlement Amount Account by the Claims Administrator no  
9 later than fourteen calendar days after the Settlement is fully funded. The remaining \$7,500 of the  
10 PAGA Allocation shall be part of the Net Settlement Amount to be distributed in accordance with  
11 the terms of this Stipulation.

12           3.16 Settlement Administration Costs. The Settlement Administrator shall be paid for the  
13 costs of administration of the Settlement from the Settlement Amount Account. The costs of  
14 administration for the disbursement of the Settlement Amount Account will not exceed \$9,500. No  
15 fewer than thirty days prior to the Final Approval Hearing, the Settlement Administrator shall  
16 provide the Parties with a statement detailing the costs of administration. The Settlement  
17 Administrator, on Horizon’s behalf, shall have the authority and obligation to make payments, credits  
18 and disbursements, including payments and credits in the manner set forth herein, to Settlement Class  
19 Members calculated in accordance with the methodology set out in this Agreement and orders of the  
20 Court. The Parties agree to cooperate in the Settlement Administration process and to make all  
21 reasonable efforts to control and minimize the cost and expenses incurred in administration of the  
22 Settlement. The Parties each represent they do not have any financial interest in the Settlement  
23 Administrator or otherwise have a relationship with the Settlement Administrator that could create a  
24 conflict of interest. The Settlement Administrator shall be responsible for: processing and mailing  
25 payments to Plaintiff, Class Counsel, and Settlement Class Members; printing and mailing the Notice  
26 Packets and postcards to the Settlement Class Members as directed by the Court; receiving and  
27 reporting the Requests for Exclusion submitted by Settlement Class Members; deducting taxes from  
28 Individual Settlement Payments and distributing tax forms; processing and mailing tax payments to

1 the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support  
2 of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree  
3 or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall  
4 keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.  
5 Any legally-mandated tax reports, tax forms, tax filings, or other tax documents required by  
6 administration of this Agreement shall be prepared by the Settlement Administrator. Any expenses  
7 incurred in connection with such preparation shall be a cost of administration of the Settlement. The  
8 Settlement Administrator shall be paid the Settlement Administration Costs no later than fourteen  
9 calendar days after the Settlement is fully funded. No later than ten calendar days after the Response  
10 Deadline, the Settlement Administrator shall provide counsel for the Parties with a final accounting  
11 of the Settlement Amount Account and report the amount of all payments to be made to each  
12 Settlement Class Member by employee number only. No person shall have any claim against  
13 Horizon, Plaintiff, Settlement Class Members, Class Counsel or the Settlement Administrator based  
14 on distributions and payments made in accordance with this Agreement.

15       3.17 Motions for Preliminary and Final Approval. Class Counsel will provide an  
16 opportunity for Defense Counsel to review the Motions for Preliminary and Final Approval prior to  
17 filing with the Court. Defense Counsel shall have five calendar days to review and provide comment  
18 on the draft moving papers, after the expiration of which Class Counsel shall be permitted to file any  
19 such motions with the Court. The Parties and their counsel will cooperate with each other and use  
20 their best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval.

21       3.18 Final Approval Hearing. Upon expiration of the Response Deadline, with the Court's  
22 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine final  
23 approval of the Settlement along with the amount properly payable for (i) the Class Counsel Award,  
24 (ii) the Class Representative Service Award, (iii) Individual Settlement Payments, (iv) the Settlement  
25 Administration Costs, and (v) the LWDA PAGA Allocation. Pursuant to California Rule of Court  
26 3.769(h), after granting Final Approval, the Court shall retain jurisdiction over the Parties to enforce  
27 the terms of the judgment.

28       3.19 No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class

1 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not  
2 have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacations,  
3 holiday pay, retirement plans, *etc.*) of the Plaintiff or Settlement Class Members.

4       3.20 Nullification of Settlement Agreement. In the event: (i) the Court does not enter the  
5 Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the  
6 Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein; or  
7 (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be  
8 null and void and any order or judgment entered by the Court in furtherance of this Settlement shall  
9 be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under  
10 this Settlement shall be returned to their respective statuses as of the date and time immediately prior  
11 to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement  
12 had not been executed. In the event an appeal is filed from the Court's final judgment, or any other  
13 appellate review is sought, administration of the Settlement shall be stayed pending final resolution  
14 of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior  
15 to it being notified of the filing of an appeal from the Court's final judgment, or any other appellate  
16 review, shall be paid to the Settlement Administrator by within thirty days of said notification.

17       3.21 No Admission By the Parties. Horizon denies any and all claims alleged in this Action  
18 and denies any wrongdoing whatsoever. This Agreement is not a concession or admission, and shall  
19 not be used against Horizon as an admission or indication with respect to any claim of any fault,  
20 concession or omission by Horizon.

21       3.22 No Knowledge of Other Claims. Plaintiff and Class Counsel represent  
22 acknowledge, represent, and warrant that (1) they are not currently aware of any unalleged  
23 claims that could be brought against Horizon or on behalf of Horizon's employees not covered  
24 by the Class Member definition; (2) they do not have any current intention of initiating any  
25 litigation or bringing claims against Horizon; and (3) other than the Settlement Class Members,  
26 they do not currently know of or represent any individuals that have expressed any interest in  
27 litigation against Horizon or that Class Counsel believes to have potential claims against  
28 Horizon.

1           3.23 Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the  
2 interpretation, calculation or payment of settlement claims, or other disputes regarding compliance  
3 with this Agreement shall be resolved as follows:

4                   3.23.1 If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class  
5 Members, or Horizon at any time believes that the other Party has breached or acted contrary to the  
6 Agreement, that party shall notify the other party in writing of the alleged violation.

7                   3.23.2 Upon receiving notice of the alleged violation or dispute, the responding  
8 party shall have ten days to correct the alleged violation and/or respond to the initiating party with  
9 the reasons why the Party disputes all or part of the allegation.

10                  3.23.3 If the response does not address the alleged violation to the initiating  
11 party's satisfaction, the Parties shall negotiate in good faith for up to ten days to resolve their  
12 differences.

13                  3.23.4 If Class Counsel and Horizon are unable to resolve their differences after  
14 twenty days, either Party may file an appropriate motion for enforcement with the Court.

15           3.24 Exhibits and Headings. The terms of this Agreement include the terms set forth in  
16 any attached Exhibits A which is incorporated by this reference as though fully set forth herein. Any  
17 Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any  
18 paragraphs or sections of this Agreement are inserted for convenience of reference only and do not  
19 constitute a part of this Agreement.

20           3.25 Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action  
21 as to Horizon, except such proceedings necessary to implement and complete the Settlement, in  
22 abeyance pending the Final Approval Hearing to be conducted by the Court.

23           3.26 Amendment or Modification. This Agreement may be amended or modified only by  
24 a written instrument, signed by either the Parties or counsel for all Parties.

25           3.27 Entire Agreement. This Agreement and any attached Exhibits constitute the entire  
26 Agreement among these Parties, and no oral or written representations, warranties or inducements  
27 have been made to any Party concerning this Agreement or its Exhibits other than the representations,  
28 warranties and covenants contained and memorialized in the Agreement and its Exhibits.

1           3.28 Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant  
2 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
3 Agreement and to take all appropriate actions required or permitted to be taken by such Parties  
4 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to  
5 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other  
6 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are  
7 unable to reach agreement on the form or content of any document needed to implement the  
8 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of  
9 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The  
10 persons signing this Agreement on behalf of Horizon represent and warrant that they are authorized  
11 to sign this Agreement on behalf of Horizon. Plaintiff represents and warrants that she is authorized  
12 to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this  
13 Settlement to a third-party.

14           3.29 Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
15 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

16           3.30 Parties. Defendant Pampanga Food Company, Inc. ("Pampanga") is not a party to  
17 this stipulation or settlement and Plaintiff does not release her individual or class claims against  
18 Pampanga through this Agreement. Plaintiff reserves her rights to pursue her individual and class  
19 claims against Pampanga.

20           3.31 California Law Governs. All terms of this Agreement and the Exhibits hereto shall  
21 be governed by and interpreted according to the laws of the State of California.

22           3.32 This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement  
23 is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after  
24 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

25           3.33 Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the  
26 Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation  
27 and enforcement of the terms of this Agreement and all orders and judgments entered in connection  
28 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes



1 of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders  
2 and judgments entered in connection therewith.

3 3.34 Invalidity of Any Provision. Before declaring any provision of this Agreement  
4 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible  
5 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
6 enforceable.

7 3.35 Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to  
8 class certification for purposes of this settlement only.

9 3.36 Cooperation. The Parties agree to cooperate fully with one another to accomplish and  
10 implement the terms of this Settlement. Such cooperation shall include, but shall not be limited to,  
11 execution of such other documents and the taking of such other action as may be reasonably  
12 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best  
13 efforts, including all efforts contemplated by this Settlement and any other efforts that may become  
14 necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

15 3.37 Publicity. Plaintiff and Class Counsel agree not to disclose or publicize the  
16 Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying  
17 the Settlement, in any manner or form, directly or indirectly, to any person or entity, except as shall  
18 be strictly required to effectuate the terms of the Settlement as set forth herein. For the avoidance of  
19 doubt, this section means Plaintiff and Class Counsel agree not to publicize this Action, issue press  
20 releases, communicate with, or respond to any media or publication entities, publish information in  
21 manner or form, whether printed or electronic, on any medium or otherwise communicate, whether  
22 by print, video, recording or any other medium, with any person or entity concerning the this Action,  
23 the facts of the Action, the Settlement, the fact of the Settlement, its terms or contents, and/or the  
24 negotiations underlying the Settlement. Notwithstanding the foregoing, the following disclosures  
25 shall be allowed: (1) for the limited purpose of allowing Class Counsel to prove adequacy as class  
26 counsel in other actions, Class Counsel may disclose the case number and venue of the Action (but  
27 not any other settlement details or information to identify Defendant) for such purposes; and (2) for  
28 a period of two months following full and final approval by the Court, on Class Counsel's website,

1 Class Counsel may post a statement that, "This case has been amicably resolved."

2 3.38 Notices. Unless otherwise specifically provided, all notices, demands or other  
3 communications in connection with this Stipulation shall be: (1) in writing; (2) deemed given on  
4 the third business day after mailing; and (3) sent via United States registered or certified mail,  
5 return receipt requested, addressed as follows:

6 To Plaintiff: 7 8 Kevin A. Lipeles, Esq. Thomas H. Schelly, Esq. 9 LIPELES LAW GROUP, APC 880 Apollo Street, Suite 336 10 El Segundo, CA 90245	To Defendant Horizon Personnel Services, Inc.:  Christian Keeney, Esq. Patricia Matias, Esq. 11 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Park Tower, Suite 1500 695 Town Center Drive
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12  
13 3.39 Execution by Settlement Class Members. It is agreed that it is impossible or  
14 impractical to have each Class Member execute this Settlement Agreement. The Notice will advise  
15 all Settlement Class Members of the binding nature of the release and such shall have the same force  
16 and effect as if each Settlement Class Member executed this Stipulation.

17 3.40 Execution by Plaintiff. Plaintiff, by signing this Stipulation, is bound by the terms  
18 and release herein, and will be obligated to seek preliminary and final Court-approval of the  
19 Stipulation.

20 3.43 Counterparts. This Agreement may be executed in one or more counterparts. All  
21 executed counterparts and each of them shall be deemed to be one and the same instrument provided  
22 that counsel for the Parties to this Agreement shall exchange among themselves copies or originals  
23 of the signed counterparts.

24 **PLANTIFF**


25  
26 Dated: 6/12/18

By: Rocio Canseco  
Rocio Canseco

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**DEFENDANT**


Dated: 6/13/18

By:   
Ruben Garza  
Horizon Personnel Services, Inc.

**As to Form and Content**

Dated: 6-13-18


LIPELES LAW GROUP, APC

By:   
Kevin A. Lipeles  
Thomas H. Schelly

Attorneys for Rocio Canseco

Dated: 6-13-18

OGLETREE, DEAKINS, NASH, SMOAK, &  
STEWART, P.C.

By:   
Christian Keeney, Esq.  
Patricia A. Matias, Esq.

Attorneys for Defendant Horizon Personnel  
Services, Inc.

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