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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF SAN FRANCISCO  
16

17 IAN D'SA, MARIO DIAZ, JORGE  
VALDIVIA, and FRANCISCO ROMERO  
18 on behalf of themselves, all others  
similarly situated, and the State of  
19 California,

20 Plaintiffs,

21 vs.

22 AMBER INDIA CORPORATION,  
AMBER INDIA COMMERCIAL, INC.,  
23 AMBER INDIA ENTERPRISE, INC.,  
VIJAY BIST, VIJAY KUMAR, and DOES  
24 1-25,

25 Defendants.  
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Class Action Case No. CGC-15-544578

**STIPULATION RE: SETTLEMENT OF  
CLASS ACTION;**

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
SETTLEMENT (EXHIBIT 1);**

**[PROPOSED] NOTICE TO CLASS  
MEMBERS (EXHIBIT 2);**

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF SETTLEMENT  
(EXHIBIT 3);**

**[PROPOSED] JUDGMENT (EXHIBIT 4);**

**[PROPOSED] NOTICE OF FINAL  
APPROVAL (EXHIBIT 5)**

Complaint Filed: March 9, 2015  
28

1 IT IS HEREBY STIPULATED AND AGREED by and between MARIO DIAZ,  
2 JORGE VALDIVIA, and FRANCISCO ROMERO (as Class Representatives), on behalf of  
3 themselves and all others similarly situated to them and as defined below, on the one  
4 hand, and AMBER INDIA CORPORATION, AMBER INDIA COMMERCIAL, INC.,  
5 AMBER INDIA ENTERPRISE, INC., VIJAY BIST, VIJAY KUMAR (herein collectively  
6 “Defendants”), on the other hand, as set forth below:

7 **I. The Conditional Nature of This Stipulation.**

8 This Stipulation re: Settlement, including all associated exhibits or  
9 attachments, (herein “Stipulation”) is made for the sole purpose of attempting to  
10 consummate settlement of this action on a class-wide and representative basis. This  
11 Stipulation and the settlement it evidences are made in compromise of disputed claims.  
12 Because this is a class action, this settlement must receive preliminary and final approval  
13 from the Court. Accordingly, Defendants enter into this Stipulation and associated  
14 settlement on a conditional basis. In the event that the Court does not execute and file  
15 the Order Granting Final Approval of Settlement, or in the event that the Court does not  
16 enter the Judgment, or in the event that the associated Judgment does not become Final  
17 for any reason, this Stipulation shall be deemed null and void *ab initio*, it shall be of no  
18 force or effect whatsoever, it shall not be referred to or utilized for any purpose  
19 whatsoever, and the negotiation, terms and entry of it shall remain subject to the  
20 provisions of California Evidence Code sections 1119 and 1152.

21 Defendants deny all of the claims as to liability, damages, penalties and  
22 restitution as well as the class representative allegations asserted in the Litigation.  
23 Defendants have agreed to resolve this Litigation via this Stipulation, but to the extent this  
24 Stipulation is deemed void or does not take effect, Defendants do not waive, but rather  
25 expressly reserve, all rights to challenge all such claims and allegations in the Litigation  
26 upon all procedural and factual grounds, including without limitation the ability to  
27 challenge class and/or representative treatment on any grounds or to assert any and all  
28 defenses or privileges. The Class Representatives and Class Counsel agree that

1 Defendants retain and reserve these rights, and agree not to take a position to the  
2 contrary; specifically, the Class Representatives and Class Counsel waive, and agree not  
3 to argue or present, any argument that Defendants could not contest class certification or  
4 representative status on the grounds that Defendants entered into this Stipulation should  
5 this Litigation proceed. In particular, the Class Representatives and Class Counsel waive,  
6 and agree not to argue or present, any argument that Defendants would be estopped  
7 from asserting that the Class Representatives' claims must be arbitrated or otherwise  
8 litigated on an individual basis or in any other way contesting class certification and/or  
9 representative status because Defendants have entered this Stipulation. Class  
10 Representatives and Class Counsel agree that Defendants have not waived their ability  
11 to seek to enforce any applicable arbitration agreement and any associated class or  
12 representative waiver, and Class Representatives and Class Counsel waive their right to  
13 argue otherwise. In addition, the Settling Parties recognize and agree that under  
14 California law (which is applicable here), courts impose a lesser burden for certification  
15 for settlement classes than they do for contested or litigated classes, and the Settling  
16 Parties have agreed to certification for settlement purposes only.

17 **II. The Parties to This Stipulation.**

18 This Stipulation (with the associated exhibits) is made and entered into by  
19 and among the following Settling Parties: (i) the Class Representatives (on behalf of  
20 themselves and each of the Settlement Class Members), with the assistance and  
21 approval of Class Counsel; and (ii) Defendants, with the assistance of their counsel of  
22 record in the Litigation. The Stipulation is intended by the Settling Parties to result in the  
23 final resolution with prejudice of the Litigation pursuant to the Judgment and to fully,  
24 finally and forever resolve, discharge and settle the Released Claims upon and subject to  
25 the terms and conditions herein.

26 **III. The Litigation.**

27 Class Representatives Diaz, Valdivia, and Romero filed an action against  
28 Defendants on March 9, 2015 in the California Superior Court for the City and County of

1 San Francisco. Class Representatives later filed a First Amended Complaint on April 7,  
2 2015. Class Representatives are represented by Hoyer & Hicks. On behalf of themselves  
3 and others allegedly similarly situated to them, the Class Representatives have alleged in  
4 the First Amended Complaint, among other things, that Defendants did not always  
5 provide its non-exempt employees at any of its seven restaurants in operation during the  
6 Class Period with meal and rest periods as required by California law, and as a result, did  
7 not always pay these employees all wages due, did not timely pay them all wages due  
8 upon termination, and failed to provide them with accurate and/or legally compliant  
9 statements of wages earned. Class Representatives do not assert any claims against  
10 Defendants for any claims arising after June 18, 2015, when Defendants changed their  
11 meal and rest period policies.

12           The parties and their counsel attended a mediation before professional  
13 mediator Hon. Bonnie Sabraw (Ret.) of ADR Services, Inc. After the exchange of data  
14 and materials and extended negotiations, Class Representatives and Defendants  
15 reached a class-wide settlement agreement.

16           Defendants maintain that, at all relevant times, they had policies in place  
17 requiring the proper provision of meal and rest periods to their employees, the proper  
18 payment of wages upon termination, and that they took appropriate steps to ensure that  
19 company management followed those policies. Defendants also maintain that at all times  
20 relevant, they provided employees with accurate and legally compliant wage statements  
21 and all other records as mandated by law, and that they paid all wages due.

22           In connection with the Litigation, Defendants provided Class  
23 Representatives and Class Counsel with numerous documents related to their pertinent  
24 meal and rest break policies, compensation practices and other pertinent subjects. In  
25 addition, Defendants provided various other information requested by the Class  
26 Representatives concerning the proposed class and a sample of timekeeping records for  
27 some of the restaurants. The parties agree that Class Representatives and their counsel  
28 have sufficient information to assess this matter for settlement.

1 Through counsel experienced in these types of cases, the parties engaged  
2 in arm's length negotiations that included a mediation session with professional mediator  
3 Hon. Bonnie Sabraw (Ret.).

4 **IV. Defendants' Denial of Wrongdoing or Liability.**

5 The Defendant Releasees deny all of the claims and contentions alleged by  
6 the Class Representatives in the Litigation. Nonetheless, Defendants have concluded  
7 that further conduct of the Litigation would be protracted and expensive, and that it is  
8 desirable that the Litigation be fully and finally settled in the manner and upon the terms  
9 and conditions set forth in this Stipulation. Defendants have also taken into account the  
10 uncertainty and risks inherent in any litigation, especially in putative class actions like this  
11 Litigation. Defendants have therefore determined that it is desirable and beneficial to  
12 Defendants that the Litigation be settled in the manner and upon the terms and  
13 conditions set forth in this Stipulation.

14 **V. Claims of the Class Representatives and Benefits of Settlement.**

15 Class Representatives Diaz, Romero, and Valdivia believe that the claims  
16 asserted in the Litigation have merit and that evidence developed to date supports the  
17 claims. Nonetheless, the Class Representatives and Class Counsel recognize and  
18 acknowledge the expense and length of the type of continued proceedings necessary to  
19 prosecute the Litigation against Defendants through trial and through appeals. The Class  
20 Representatives and Class Counsel have also taken into account the uncertain outcome  
21 and the risk of any litigation, especially in putative class actions such as this Litigation, as  
22 well as the difficulties and delays inherent in such litigation. The Class Representatives  
23 and Class Counsel believe that the settlement set forth in the Stipulation confers  
24 substantial benefits upon the Settlement Class. Based upon their evaluation, the Class  
25 Representatives and Class Counsel have determined that the settlement set forth in the  
26 Stipulation is in the best interests of the Class Representatives and the Settlement Class.

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1 **VI. Terms of Stipulation and Agreement of Settlement.**

2 NOW, THEREFORE, IT IS HEREBY FURTHER STIPULATED AND  
3 AGREED by and between the Class Representatives (for themselves and the Settlement  
4 Class Members) and Defendants, with the assistance of their respective counsel of  
5 record, that, as among the Settling Parties, including all Settlement Class Members, the  
6 Litigation and the Released Claims shall be finally and fully compromised, settled and  
7 released, and the Litigation shall be resolved with prejudice, as to all Settling Parties,  
8 upon and subject to the terms and conditions of the Stipulation and the Judgment.

9 1. Definitions.

10 As used in all parts of this Stipulation (including the exhibits which are part  
11 of the Stipulation), the following terms have the meanings specified below:

12 1.1 "Claims Administrator" or "Settlement Administrator" means the  
13 third-party claims administration firm of Rust Consulting, Inc.

14 1.2 "Class" means the collective group of all Persons employed by  
15 Defendants as non-exempt employees at any of their seven restaurants that operated in  
16 San Francisco/SOMA, Mountain View, Los Altos, San Jose/Santana Row, Palo Alto, a  
17 now-closed location in San Francisco/Valencia, a now-closed restaurant in Mountain  
18 View at any time during the Class Period, regardless of whether such Persons are  
19 currently employed by Defendants. The parties understand and agree that this Class will  
20 consist of approximately 482 Persons.

21 1.3 "Class Counsel" or "Plaintiff's Counsel" means Hoyer & Hicks.

22 1.4 "Class Member" or "Member of the Class" means a Person who  
23 is a member of the Class.

24 1.5 "Class Period" means the period from February 27, 2011 through  
25 June 18, 2015.

26 1.6 "Class Representatives" or "The Class Representatives" mean  
27 Mario Diaz, Jorge Valdivia, and Francisco Romero in their capacity as the  
28 representatives of the Class.

1                   1.7    “Court” means the Superior Court of the State of California for the  
2 City and County of San Francisco.

3                   1.8    “NE” means a non-exempt employee, including but not limited to  
4 servers, bussers, bartenders, hosts, cooks, and any other employee at one of  
5 Defendants’ restaurants that was paid on an hourly basis.

6                   1.9    “Effective Date” means the date on which the Judgment becomes  
7 Final.

8                   1.10 “Final” means: (i) the date of final affirmance on an appeal of the  
9 Judgment; (ii) the date of final dismissal with prejudice of any appeal from the Judgment;  
10 (iii) if no appeal is filed, the expiration date of the time for the filing or noticing of any form  
11 of valid appeal from the Judgment, or (iv) the date Judgment is entered if no objections to  
12 the proposed settlement were submitted. Any proceeding or order, or any appeal or  
13 petition for a writ pertaining solely to Class Counsel’s application for or award of  
14 attorneys’ fees shall not, by itself, in any way delay or preclude the Judgment from  
15 becoming Final.

16                   1.11 “Judgment” means the judgment to be rendered by the Court  
17 pursuant to this Stipulation, substantially in the form attached hereto as Exhibit 4. This  
18 Judgment shall be a judgment for purposes of California Rule of Court 3.771(a).

19                   1.12 “Last Known Address” means the most recently recorded mailing  
20 address for a Class Member as contained in the personnel records maintained by  
21 Defendants.

22                   1.13 The “Litigation” or the “Lawsuit” or the “Amber India Litigation” or  
23 the “Amber India Lawsuit” shall mean the lawsuit entitled Ian D’Sa, *et al.*, Plaintiffs vs.  
24 Amber India Corporation, *et al.*, Defendants, Case No. CGC-15-544578, Superior Court  
25 of the State of California, City and County of San Francisco.

26                   1.14 “Diaz” or “Class Representative Diaz” or “Plaintiff Diaz” means  
27 Mario Diaz, an individual, the named plaintiff in the Litigation.

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1.15 "Romero" or "Class Representative Romero" or "Plaintiff Romero" means Francisco Romero, an individual, the named Plaintiff in the Litigation.

1.16 "Valdivia" or "Class Representative Valdivia" or "Plaintiff Valdivia" means Jorge Valdivia, an individual, the named Plaintiff in the Litigation.

1.17 "Gross Settlement Amount" or "The Maximum Settlement Amount" shall mean the maximum total amount that can be paid by Defendants pursuant to this Stipulation. It is agreed that the Gross Settlement Amount is \$570,000 (five-hundred seventy thousand United States dollars), and it is further agreed that pursuant to the terms of this Stipulation, Defendants will not under any circumstances pay more than the Gross Settlement Amount. The Gross Settlement Amount shall cover all expenses associated with the settlement, which shall be only the following items: (1) the Maximum Amount for Payments to Participating Settlement Class Members, which is the maximum amount that Defendants will pay (subject to the occurrence of the Effective Date) to Participating Settlement Class Members; (2) the maximum total gross amount Defendants will pay (subject to the occurrence of the Effective Date) to Class Counsel pursuant to Paragraph 2.8.1 for attorney fees, costs, and all other litigation expenses, which is up to a maximum of \$200,000 (up to \$190,000 for attorney fees and up to \$10,000 in taxable litigation costs); (3) the maximum total gross amount Defendants will pay (subject to the occurrence of the Effective Date) to the Class Representatives as plaintiff enhancements pursuant to Paragraph 2.8.2, which is up to a maximum of \$15,000 (\$5,000 each); (4) the fees Defendants will pay the Settlement Administrator for the claims administration, which are estimated to be approximately \$20,000; and (5) the amount Defendants will pay (subject to the occurrence of the Effective Date) to the California Labor and Workforce Development Agency for resolution of claims under California Labor Code section 2698 *et seq.*, which shall be \$7,500 (75% of \$10,000 with the remaining 25% or \$2,500 to be part of the Maximum Amount for Payments to Participating Class Members).

1                   1.18 “Maximum Amount for Payments to Participating Settlement  
2 Class Members” shall mean the difference of the Maximum Settlement Amount of  
3 \$570,000 minus the amounts awarded by the Court for attorneys’ fees and costs, the  
4 enhancements to Class Representatives, the estimated claims administration costs, and  
5 the payment to the California Labor and Workforce Development Agency. Assuming that  
6 the Court approves the fee, cost and enhancement awards in their maximum amounts,  
7 then the Maximum Amount for Payments to Participating Settlement Class Members  
8 shall be \$327,500. If the Court does not approve and/or reduces the amounts of the  
9 requested attorneys’ fees and costs, enhancement awards, then the amount of any such  
10 reduction will be included in the Maximum Amount for Payments to Participating Class  
11 Members.

12                   1.19 The “Non-Settlement Class” consists of or means the group of all  
13 Class Members who properly and timely elect to opt out of the Settlement Class by  
14 submitting Opt Outs pursuant to Paragraph 2.5.4 of this Section VI of the Stipulation.

15                   1.20 “Non-Settlement Class Member” or “Member of the Non-  
16 Settlement Class” means a Person who is a member of the Non-Settlement Class.

17                   1.21 “Notice re: Pendency of Class Action” or “Notice To Class  
18 Members Re: Pendency of a Class Action and Notice of Hearing On Proposed  
19 Settlement” or “Class Notice” means a notice and associated forms entitled “Notice To  
20 Class Members Re: Pendency of a Class Action and Notice of Hearing On Proposed  
21 Settlement” to be approved by the Court, substantially in the form attached hereto as  
22 Exhibit 2. This Notice Re: Pendency of Class Action shall constitute the class notice  
23 pursuant to California Rule of Court 3.769(f) and once approved by the Court shall be  
24 deemed compliant with California Rule of Court 3.766(d). Prior to mailing, the Notice will  
25 be re-formatted by the Settlement Administrator, and subject to approval by Class  
26 Counsel and counsel for Defendants.

27                   1.22 “Notice of Final Approval” or “Notice of Final Approval of  
28 Settlement And Entry of Judgment” means a postcard or similar notice entitled “Notice of

1 Final Approval of Settlement And Entry of Judgment” to be approved by the Court,  
2 substantially in the form attached hereto as Exhibit 5. This Notice of Final Approval shall  
3 constitute notice of the Judgment pursuant to California Rule of Court 3.771.

4 1.23 “Notice Mailing Deadline” means the deadline for the Settlement  
5 Administrator to mail the Class Notices, which shall be fourteen (14) days after the Court  
6 enters the Preliminary Approval Order.

7 1.24 “Notice Response Deadline” means the deadline for all Class  
8 Members to respond to the Class Notice, which shall be forty-five (45) days after the  
9 Class Notice is mailed.

10 1.25 “Opt Out” or “Opt Outs” means written and signed requests by  
11 Class Members to be excluded from the Settlement Class, which are submitted in the  
12 manner specified in the Class Notice, postmarked no later than the Notice Response  
13 Deadline.

14 1.26 “Order of Final Approval” or “Order Granting Final Approval of  
15 Settlement” shall mean an order to be entered by the Court entitled “Order Granting Final  
16 Approval of Settlement,” substantially in the form attached hereto as Exhibit 3. This Order  
17 of Final Approval shall constitute approval pursuant to California Rule of Court 3.769(a).

18 1.27 “Participating Settlement Class Member” means a Member of the  
19 Settlement Class who does not submit a valid and timely Opt Out.

20 1.28 “Payroll Taxes” shall mean the payroll taxes and associated  
21 payments customarily borne by the employer when making standard wage payments to  
22 employees, *i.e.*, the employer share of the payroll taxes.

23 1.29 “Person” means a natural person.

24 1.30 “Preliminary Approval Date” shall mean the date on which the  
25 Court grants preliminary approval for the settlement.

26 1.31 “Preliminary Approval Order” or “Order Granting Preliminary  
27 Approval for the Settlement and Setting a Settlement Hearing” shall mean an order to be  
28 executed and filed by the Court entitled “Order Granting Preliminary Approval for the

1 Settlement and Setting a Settlement Hearing,” substantially in the form attached hereto  
2 as Exhibit 1. This Preliminary Approval Order shall constitute an order certifying a  
3 provisional settlement class pursuant to California Rule of Court 3.769(d) and an order  
4 setting a final approval hearing pursuant to California Rule of Court 3.769(e).

5 1.32 A “Qualifying Work Week” is any calendar week, *i.e.*, seven  
6 consecutive days from Sunday to Saturday during the Class Period in which a Class  
7 Member was actively employed at one of Defendants Restaurants as an NE employee.

8 1.33 “Reasonable Address Verification Measure” shall mean the  
9 utilization of the National Change of Address Database maintained by the United States  
10 Postal Service to review the accuracy of and, if possible, update a mailing address.

11 1.34 “Released Claims” shall collectively mean all claims, including  
12 without limitations “Unknown Claims” as defined in Paragraph 1.44 hereof, demands,  
13 rights, liabilities and causes of action of every nature and description whatsoever  
14 including without limitation statutory, constitutional, contractual or common law claims,  
15 whether known or unknown, whether or not concealed or hidden, against the Defendant  
16 Releasees, or any of them, for any type of relief, that accrued on or prior to June 18,  
17 2015, for the alleged or actual failure to provide sufficient meal and/or rest periods or pay  
18 additional sums of money in lieu thereof and derivative claims, including (a) failure to pay  
19 regular, overtime, and/or premium wages per the allegations in the complaint; (b) failure  
20 to comply with payroll, wage record-keeping, and/or wage statement itemization  
21 requirements; (c) failure to timely pay wages due at termination or otherwise; (d) and to  
22 the extent not covered above, any claims based on facts pled in the Litigation. Released  
23 Claims include claims based on alleged or actual failure to provide sufficient meal and/or  
24 rest periods for (1) penalties or any other remedies under any statute or regulation or  
25 other provision of law, including without limitation claims under California Labor Code  
26 sections 201, 201.3, 202, 203, 226, 226.7, 512 & 1194, California Labor Code section  
27 2698 *et seq.*, California Business and Professions Code section 17200 *et seq.*, any  
28 applicable California Industrial Welfare Commission Wage Order (including without

1 limitation Wage Order 4), and the Federal Fair Labor Standard Act; (2) injunctive relief,  
2 restitution, disgorgement, accounting, declaratory relief or other equitable relief; (3) any  
3 and all claims for interest, costs, or attorney fees, including without limitation claims under  
4 California Labor Code sections 218.5, 1194 & 2698 *et seq.* and California Code of Civil  
5 Procedure section 1021.5; and (4) to the extent not covered above, any and all claims  
6 based on the facts and claims alleged in the operative complaint in the Litigation, i.e.,  
7 failure to provide off-duty meal and rest periods as alleged in the operative complaint.

8           1.35 “Settlement Class” means the collective group of all Class  
9 Members who do not opt out of the Settlement Class by submitting Opt Outs pursuant to  
10 Paragraph 2.5.4, and thus do not object to becoming bound by the Judgment.

11           1.36 “Settlement Class Member” or “Member of the Settlement Class”  
12 or “Participating Settlement Class Member” means any Person who is a member of the  
13 Settlement Class. To the extent necessary to effectuate the release of Released Claims  
14 under the federal Fair Labor Standards Act, each Participating Settlement Class Member  
15 shall be deemed to have opted into this Litigation for purpose of that Act and its  
16 corresponding procedural framework.

17           1.37 “Settlement Hearing” or “Fairness and Good Faith Determination  
18 Hearing” means a hearing set by the Court to take place on or about the Settlement  
19 Hearing Date for the purpose of: (i) determining the fairness, adequacy and  
20 reasonableness of the Stipulation and associated settlement pursuant to class action  
21 procedures and requirements; (ii) determining the good faith of the Stipulation and  
22 associated settlement; and (iii) entering Judgment. The “Approval Date” means the date  
23 on which the Court enters the Judgment. This Settlement Hearing is intended to be the  
24 settlement hearing or final approval hearing required under California Rule of Court  
25 3.769(a).

26           1.38 “Settlement Hearing Motion Date” is the date that is on or near  
27 the date that is 40 days after the Notice Response Deadline.

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1                   1.39 “Settlement Hearing Date” is the date that is on or near the date  
2 that is 16 court days after the Settlement Hearing Motion Date.

3                   1.40 “Settlement Sum” means the gross, total amount due to an  
4 individual Participating Settlement Class Member, which shall be the product of the  
5 Settlement Sum Variable multiplied by the number of Qualifying Work Weeks worked by  
6 that Participating Settlement Class Member.

7                   1.41 “Settlement Sum Variable” or “The Settlement Sum Variable”  
8 shall be the number which is the quotient of the Maximum Amount for Payments to  
9 Participating Settlement Class Members divided by the total number of Qualifying Work  
10 Weeks worked during the Class Period by all Class Members, regardless of whether they  
11 become Participating Settlement Class Members.

12                   1.42 “Settling Parties” means Defendants and Class Representatives  
13 on behalf of themselves and all Members of the Settlement Class.

14                   1.43 “Stipulation” means this agreement, the Stipulation Re:  
15 Settlement of Class Action and all of its attachments and exhibits, which the Settling  
16 Parties understand and agree sets forth all material terms and conditions of the  
17 Settlement between them, and which is subject to Court approval. It is understood and  
18 agreed that Defendants’ obligations for payment under this Stipulation are conditioned  
19 on, *inter alia*, the occurrence of the Effective Date.

20                   1.44 “Unknown Claims” means any Released Claims which the Class  
21 Representatives or any Settlement Class Member does not know or suspect to exist in  
22 his or her favor at the time of the entry of the Judgment, and which, if known by him or  
23 her might have affected his or her settlement with and release of the Defendant  
24 Releasees or might have affected his or her decision not to object to this settlement. With  
25 respect to any and all Released Claims, the Settling Parties stipulate and agree that,  
26 upon the Effective Date, the Class Representatives shall expressly and each of the  
27 Settlement Class Members shall be deemed to have, and by operation of the Judgment  
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1 shall have, waived the provisions, rights and benefits of California Civil Code section  
2 1542, which provides:

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

6 Each of the Class Representatives and each Settlement Class Member may hereafter  
7 discover facts in addition to or different from those which he or she now knows or  
8 believes to be true with respect to the subject matter of the Released Claims, but each  
9 Class Representative and each Settlement Class Member, upon the Effective Date, shall  
10 be deemed to have, and by operation of the Judgment shall have, fully, finally, and  
11 forever settled and released any and all Released Claims, known or unknown, suspected  
12 or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which  
13 then exist, or heretofore have existed upon any theory of law or equity now existing or  
14 coming into existence in the future, including, but not limited to, conduct which is  
15 negligent, intentional, with or without malice, or a breach of any duty, law or rule, without  
16 regard to the subsequent discovery or existence of such different or additional facts. The  
17 Class Representatives acknowledge, and the Settlement Class Members shall be  
18 deemed by operation of the Judgment to have acknowledged, that the foregoing waiver  
19 was separately bargained for and a key element of the settlement of which this release is  
20 a part.

21           For the sake of clarity, the Settling Parties agree that Unknown Claims  
22 include only those claims that meet the definition of Released Claims and do not include  
23 claims that do not meet the definition of Released Claims. As such, for example,  
24 Unknown Claims do not include claims for wrongful termination or unlawful harassment  
25 or Workers' Compensation as such claims do not meet the definition of Released Claims.

26           1.45 "Updated Address" means a mailing address that was updated  
27 via a Reasonable Address Verification Measure, or via an updated mailing address  
28 provided by the United States Postal Service or a Class Member.

1                   1.46 “Wages” or “Wage” or “wage” or “wages” shall mean wages as  
2 defined in California Labor Code section 200.

3                   1.47 “Amber India Corp.” or “AI Corp.” means Amber India  
4 Corporation, a corporation and defendant in the Litigation.

5                   1.48 “Amber India Commercial” or “AI Comm.” means Amber India  
6 Commercial, Inc., a corporation and defendant in the Litigation.

7                   1.49 “Amber India Enterprise, Inc.” or “AI Ent.” Means Amber India  
8 Enterprise, Inc., a corporation and defendant in the Litigation.

9                   1.50 “Amber Foods Enterprise” or “AF Ent.” Means Amber Foods  
10 Enterprise, Inc., a corporation and non-party to the Litigation, but which is owned by  
11 Defendants Bist and Kumar and employed Class Members during the Class Period.

12                   1.51 “Amber Culinary Services, Inc.” or “ACS” Means Amber Culinary  
13 Services, Inc., a corporation and non-party to the Litigation, but which is owned by  
14 Defendants Bist and Kumar and employed Class Members during the Class Period.

15                   1.52 “Amber Foods International, Inc.” or “AFI” Means Amber Foods  
16 International, Inc., a corporation and non-party to the Litigation, but which is owned by  
17 Defendants Bist and Kumar and employed Class Members during the Class Period.

18                   1.53 “Bist” or “Defendant Bist” means Vijay Bist, and individual and  
19 defendant in the Litigation.

20                   1.54 “Kumar” or “Defendant Kumar” means Vijay Kumar, an individual  
21 and defendant in the Litigation.

22                   1.55 “Defendant Releasees” or “The Defendant Releasees” means AI  
23 Corp., AI Comm., AI Ent., AF Ent., ACS, AFI, Bist, Kumar, and each of their members  
24 and affiliates (including without limitation parents and subsidiaries), predecessors,  
25 successors, divisions, investors, joint ventures and assigns, any benefit plan maintained  
26 by any of them and the trustees, fiduciaries, and administrators of any such plan, and  
27 each and all of these entities’ past or present directors, officers, employees, agents,  
28 partners, members, principals, agents, underwriters, insurers, co-insurers, re-insurers,

1 shareholders, attorneys, accountants or auditors, banks or investment banks, associates,  
2 and personal or legal representatives.

3           2.     The Settlement.

4                   2.1     *Payment and Other Obligations of Defendants.*

5                   2.1.1     Defendants, through the Settlement Administrator, and according  
6 to the terms, conditions and procedures set forth in this Section VI of this Stipulation,  
7 shall pay each Participating Settlement Class Member his or her Settlement Sum via two  
8 payments (which, unless administratively unfeasible, shall be cumulated and paid via  
9 one check). The gross total of these two payments shall equal the Settlement Sum. The  
10 first of these two payments shall be deemed payment in settlement of claims for unpaid  
11 wages, and it shall amount to fifty percent (50%) of the total Settlement Sum; the second  
12 of these two payments shall be deemed payment in settlement of claims for penalties  
13 and interest, and it shall amount to fifty percent (50%) of the total Settlement Sum. The  
14 Payroll Taxes on the wage or first portion of this payment shall be paid by Defendants,  
15 provided each Participating Settlement Class Member shall pay the employee share of  
16 the payroll taxes through an adjustment to his or her Settlement Sum.

17                   2.1.2     As further detailed in Paragraphs 2.2.1, 2.2.2 and 2.2.3, and for  
18 each payment made pursuant to Paragraphs 2.1.1, 2.6.1, 2.6.2, 2.8.1, and 2.8.2 of this  
19 Section VI, Defendants, themselves or through the Settlement Administrator, will report  
20 each payment to government authorities including the Internal Revenue Service as  
21 required by law, and they shall make all required deductions and/or withholdings.  
22 Defendants will not, unless otherwise required by law, make from the Settlement Sums  
23 any additional deductions, withholdings or payments, including without limitation,  
24 medical or other insurance payments or premiums, employee 401(k) contributions or  
25 matching employer contributions, wage garnishments, or charity withholdings. Payments  
26 made pursuant to this Stipulation shall not be deemed wages earned or other  
27 compensation for purposes of any employment benefits or other benefits that accrue or  
28 are determined on the basis of Wages or compensation paid.

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2.2 *Taxes.*

2.2.1 With regard to the first payment described in Paragraph 2.1.1, because this shall be deemed a payment in settlement of claims for a type of wages, this payment shall be subject to required withholdings and deductions for wage payments, and because of such withholdings or deductions, the Settling Parties agree that the net amount payable will be fifty percent of the gross Settlement Sum. With regard to the second payment described in Paragraph 2.1.1, because this payment shall be deemed a payment in settlement of claims for penalties and interest, these payments shall not be subject to withholdings or deductions, and the net amount payable shall be fifty percent of the Settlement Sum.

2.2.2 Defendants, themselves or through the Settlement Administrator, shall report the first payment made pursuant to Paragraph 2.1.1 to the Internal Revenue Service (and other relevant government agencies) as wage income in the year of payment on a Form W-2 or similar form issued to the Participating Settlement Class Member in question. Defendants, themselves or through the Settlement Administrator, shall report the second payment made pursuant to Paragraph 2.1.1 to the Internal Revenue Service (and other relevant governmental agencies) as non-wage income in the year of payment on a Form 1099, or similar form issued to the Participating Settlement Class Member in question.

2.2.3 Other than the withholding and reporting requirements set forth in Paragraphs 2.1.2, 2.2.1, 2.2.2, 2.8.1 and 2.8.2, Settlement Class Members shall be responsible for the reporting and payment of any federal, state and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to this Section VI of this Stipulation, including without limitation any payments to Participating Settlement Class Members, Class Counsel or the Class Representatives. Defendants make no representations, and it is understood and agreed that Defendants have made no representations, as to the taxability of any portions of the settlement payments to any Participating Settlement Class Members, the payment of any costs or an award of

1 attorney fees, or any payments to the Class Representatives. The Notice re: Pendency  
2 of Class Action will advise Class Members that they can seek their own tax advice prior  
3 to acting in response to that notice, and the Class Representatives and Class Counsel  
4 agree that Class Members will have an adequate opportunity to seek tax advice prior to  
5 acting in response to the Class Notice.

6                   2.3    *Approval of Notice to the Class and Scheduling of A Settlement*  
7 *Hearing.*

8                   2.3.1    The Class Representatives, through their counsel of record, shall  
9 file this Stipulation with the Court, and the Class Representatives shall move for  
10 preliminary approval of this Stipulation pursuant to California Rule of Court 3.769(c),  
11 providing counsel for Defendants with an advance copy and chance to comment prior to  
12 filing. Via this submission, and a supporting motion, the Class Representatives shall  
13 request that the Court enter the Preliminary Approval Order thereby scheduling the  
14 Settlement Hearing (pursuant to California Rule of Court 3.769(e)) for the purposes of  
15 determining the good faith of the settlement, granting final approval of the settlement,  
16 granting final approval of this Stipulation and obtaining entry of Judgment. Via this same  
17 motion, the Class Representative, through counsel shall, pursuant to California Rule of  
18 Court 3.769(b), advise the Court of the agreements set forth in Paragraphs 2.8.1 and  
19 2.8.2 of this Section VI of this Stipulation.

20                   2.3.2    Subject to the availability of the Court, the Class Representatives  
21 shall endeavor to notice the motion for entry of the Preliminary Approval Order described  
22 in Paragraph 2.3.1 for a hearing within thirty (30) days of the final execution of this  
23 Stipulation. Failure of the Court to enter the Preliminary Approval Order in its entirety or  
24 in a substantially similar form will be grounds for Defendants to terminate the settlement  
25 and the terms of this Stipulation pursuant to Paragraph 2.11.5.

26                   2.3.3    If the Court enters the Preliminary Approval Order more than  
27 three (3) weeks after the date of the hearing on the motion(s) for preliminary approval,  
28 Class Counsel and counsel for Defendants shall meet and confer to reach agreement on

1 revisions of the deadlines and timetables set forth in this Stipulation, if necessary. In the  
2 event that the Settling Parties fail to reach such agreement, any of the Settling Parties  
3 may apply to the Court for modification of the dates and deadlines in this Stipulation,  
4 provided that such a request to the Court may seek only reasonable modifications of the  
5 dates and deadlines contained in this Stipulation and no other changes.

6           2.3.4 If the Court enters the Preliminary Approval Order, then at the  
7 resulting Settlement Hearing, the Class Representatives through Class Counsel, and  
8 Defendants, through their counsel of record, shall address any written objections from  
9 Class Members or any concerns from Class Members who attend the Settlement  
10 Hearing as well as any concerns of the Court, and shall and hereby do, unless provided  
11 otherwise in this Stipulation, stipulate to final approval of this Stipulation and entry of the  
12 Judgment by the Court.

13           2.4 *Notice to Class Members.*

14           2.4.1 If, by entering the Preliminary Approval Order, the Court provides  
15 authorization to send the Notice Re: Pendency of Class Action to Class Members,  
16 Defendants, through the Settlement Administrator, will facilitate the mailing to all Class  
17 Members at their Last Known Addresses of the Notice Re: Pendency of Class Action.  
18 This Notice Re: Pendency of Class Action shall be mailed via first class mail through the  
19 United States Postal Service, postage pre-paid. The Class Notice shall include a pre-  
20 printed change of address form. The mailing enclosing the Class Notice will not contain  
21 any other materials, and except as provided in Paragraph 2.4.7, no other materials will  
22 be sent to any Class Member unless by the Settlement Administrator or Class Counsel  
23 in response to a submission or inquiry from a Class Member in response to the Class  
24 Notice.

25           2.4.2 This Notice Re: Pendency of Class Action and its envelope or  
26 covering shall be marked to denote the return address of the Settlement Administrator  
27 stated on the Change of Address Form on the Class Notice.

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1           2.4.3 Defendants shall prepare the name and Last Known Address,  
2 Social Security number, and Settlement Sum for each Class Member for the Settlement  
3 Administrator only so that the Settlement Administrator can engage in the processing  
4 and mailing of each Notice Re: Pendency of Class Action and the associated settlement  
5 payment process. This information will not be provided to the Class Representatives or  
6 Class Counsel. (By approving this settlement, the Court will be deemed to have  
7 authorized Defendants to provide the Settlement Administrator with the Social Security  
8 number of the Class Members.)

9           2.4.4 Prior to mailing the Notice Re: Pendency of Class Action to each  
10 Class member, the Settlement Administrator shall undertake a Reasonable Address  
11 Verification Measure to ascertain the current accuracy of the Last Known Address of  
12 each Class Member. To the extent this process yields an Updated Address, that  
13 Updated Address shall replace the Last Known Address and be treated as the new Last  
14 Known Address for purposes of this Stipulation and for subsequent mailings in  
15 particular.

16           2.4.5 Each of the Notices shall be mailed to the Last Known Addresses  
17 of the Class Members no later than the Notice Mailing Deadline.

18           2.4.6 Subject to the terms of Paragraph 1.17, Defendants shall be  
19 responsible for all costs of the mailing described in Paragraph 2.4.1, including, but not  
20 limited to, the fees charged by the Settlement Administrator, the cost of postage, the  
21 cost of reproducing the Notice Re: Pendency of Class Action, and any related costs  
22 incurred by the Settlement Administrator. The Class Representative acknowledges that  
23 the agreement to pay these costs constitutes additional consideration to the Class. The  
24 Settling Parties acknowledge that the estimated cost of the claims administration  
25 process will be approximately \$20,000. In the event the Claims Administrator incurs less  
26 than the full \$20,000 estimated, the difference between the estimated and actual  
27 administration costs will be included in the Maximum Amount for Payments to  
28 Participating Class Members and disbursed to the Participating Class Members.

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2.4.7 Unless the Settlement Administrator receives a Notice Re: Pendency of Class Action returned from the United States Postal Service for reasons discussed below in this Paragraph, that Notice Re: Pendency of Class Action shall be deemed mailed and received by the Class Member to whom it was sent five days (5) days after mailing. In the event that subsequent to the first mailing of a Notice Re: Pendency of Class Action and on or after the Notice Response Deadline, that Notice is returned to the Settlement Administrator by the United States Postal Service because the address of the recipient is no longer valid, *i.e.*, the envelope is marked "Return to Sender," the Settlement Administrator shall be required to take no further action with that Class Notice and it shall be deemed to have been delivered. In the event that subsequent to the first mailing of a Notice Re: Pendency of Class Action and prior to the Notice Response Deadline, that Notice is returned to the Settlement Administrator by the United States Postal Service with a forwarding address for the recipient, the Settlement Administrator shall re-mail the notice to that address, the notice will be deemed mailed and received at that point, and the forwarding address shall be deemed the Updated Address for that Class Member. In the event that subsequent to the first mailing of a Notice Re: Pendency of Class Action and prior to the Notice Response Deadline, that Notice is returned to the Settlement Administrator by the United States Postal Service because the address of the recipient is no longer valid, *i.e.*, the envelope is marked "Return to Sender," the Settlement Administrator shall undertake another Reasonable Address Verification Measure to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Notice within three (3) days of receiving such information; if no Updated Address is obtained for that Class Member, the Notice Re: Pendency of Class Action shall be sent again to the Last Known Address. In either event, the Notice Re: Pendency of Class Action shall be deemed received once it is mailed for the second time.

1                   2.5     *Responses to the Notice Re: Pendency of Class Action; Motion*  
2 *for Final Approval.*

3                   2.5.1     Pursuant to California Rule of Court 3.766(d)(5), Class Members  
4 have the option to participate in this Lawsuit at their own expense by obtaining their own  
5 attorney(s). Class Members who choose this option will be responsible for any attorney  
6 fees or costs incurred as a result of this election. The Notice Re: Pendency of Class  
7 Action will advise Class Members of this option.

8                   2.5.2     Class Members may also object to the Stipulation by submitting  
9 written objections to the Settlement Administrator and Class Counsel no later than the  
10 Notice Response Deadline. The Notice Re: Pendency of Class Action will advise Class  
11 Members of this option. Class Counsel shall provide any such objections to counsel for  
12 Defendants and ultimately the Court.

13                  2.5.3     Class Members who, for future reference and mailings from the  
14 Court or Settlement Administrator, if any, wish to change the name or address listed on  
15 the envelope in which the Notice Re: Pendency of Class Action was first mailed to them,  
16 must do so by filling out the change of address information Form attached as Exhibit A  
17 to the Notice or otherwise contacting the Settlement Administrator in writing no later than  
18 the Notice Response Deadline.

19                  2.5.4     Class Members may elect to “opt out” of the Settlement Class and  
20 thus exclude themselves from the Lawsuit and the Settlement Class. Class Members  
21 who wish to exercise this option must follow the instructions in Exhibit B to the Class  
22 Notice. If a fully completed and properly executed Opt Out is not received by the  
23 Settlement Administrator and Class Counsel from a Class Member postmarked on or  
24 before the Notice Response Deadline, then that Class Member will be deemed to have  
25 forever waived his or her right to opt out of the Settlement Class. Class Members who  
26 do not properly submit Opt Outs shall be Members of the Settlement Class. Class  
27 Members who do properly submit Opt Outs shall have no further role in the Litigation,  
28

1 and for all purposes they shall be regarded as if they never were a party to this  
2 Litigation, nor be allowed to object to this Stipulation.

3           2.5.5 Class Members who do not opt out of the Settlement Class  
4 pursuant to Paragraph 2.5.4 will be deemed Participating Settlement Class Members  
5 and shall be deemed Members of the Settlement Class and shall be subject to the  
6 Judgment. Only Participating Settlement Class Members shall be entitled to payment  
7 pursuant to the Judgment. If the Settlement Administrator receives an incomplete or  
8 defective Opt Out from a Class Member postmarked prior to the Notice Response  
9 Deadline, then the Settlement Administrator shall send that Class Member a cure letter  
10 advising that person of the missing information or other defect, and that Class Member  
11 shall have fifteen (15) days from the date the cure letter is mailed to provide a revised  
12 Opt Out Form, even if this extra fifteen-day period extends beyond the Notice Response  
13 Deadline. Any Class Member who wishes to dispute his or her number of Qualifying  
14 Work Weeks may do so through a statement submitted under penalty of perjury, and if  
15 any such disputes are received, the Settling Parties may stipulate to a resolution,  
16 provided no such agreement shall increase or otherwise alter the Maximum Amount for  
17 Payments to Participating Settlement Class Members.

18           2.5.6 Prior to the Settlement Hearing and by the Settlement Hearing  
19 Motion Date, if feasible, the Class Representatives and Defendants shall jointly move  
20 the Court for entry of the Order of Final Approval (and the associated or eventual entry  
21 of Judgment). Through this motion, pursuant to California Rule of Court 3.769(b), the  
22 Settling Parties shall advise the Court of the agreements in Paragraphs 2.8.1 and 2.8.2  
23 of this Stipulation. Class Counsel shall be responsible for justifying the agreed upon  
24 payments set forth in Paragraphs 2.8.1 and 2.8.2 of this Stipulation. To the extent  
25 possible, the motion seeking entry of the Order of Final Approval shall be noticed for the  
26 same day as the Settlement Hearing, *i.e.*, the Settlement Hearing Date. The Settling  
27 Parties shall take all reasonable efforts to secure entry of the Order of Final Approval  
28 and Judgment. If the Court rejects the Stipulation, fails to approve the Notice of Final

1 Approval, or fails to enter the Order of Final Approval, or if the Court fails to enter the  
2 Judgment, this Stipulation shall be void *ab initio*, and Defendants shall have no  
3 obligation to make any payments under the Stipulation.

4           2.5.7 None of the deadlines for Class Member responses set forth in  
5 Paragraphs 2.5.2, 2.5.3, 2.5.4, and 2.5.5 can be modified or extended by the Court,  
6 absent the express agreement of both of the Settling Parties.

7           2.6 *Timing of Payment to Participating Settlement Class Members*  
8 *and Notice of Final Approval to Settlement Class Members.*

9           2.6.1 Within seven (7) days of and only after the Effective Date,  
10 Defendants, through the Settlement Administrator, shall pay to each Participating  
11 Settlement Class Member his or her Settlement payment per this Stipulation and  
12 Paragraph 2.6.2.

13           2.6.2 In accordance with the terms of Paragraphs 2.1.1 and 2.1.2,  
14 Defendants, through the Settlement Administrator, shall issue to each Participating  
15 Settlement Class Member one check (or two if necessary for administrative  
16 convenience) payable to the Participating Settlement Class Member from Defendants  
17 (or from an account administered by the Settlement Administrator but funded by  
18 Defendants) for the gross amount of the Settlement Sum subject to pertinent  
19 withholdings and offsets. Defendants, through the Settlement Administrator, shall mail  
20 this check(s) to each Participating Settlement Class Member at his or her Last Known  
21 Address, or Updated Address if obtained.

22           2.6.3 Within seven (7) days of and only after the Effective Date, the  
23 Settlement Administrator will send to each Settlement Class Member the Notice of Final  
24 Approval. Defendants, through the Settlement Administrator will send the Notice of Final  
25 Approval with the pertinent check(s). The Settling Parties hereby agree that such funds  
26 represent settlement payments for matters disputed in good faith, not uncontested wage  
27 payments. Checks issued to Participating Settlement Class Members shall remain  
28 negotiable for ninety (90) days and any funds associated with checks not negotiated by

1 that deadline shall be donated by Defendants on a *cy pres* basis, to The Impact Fund, a  
2 non-profit organization that provides legal services to the indigent. Participating  
3 Settlement Class Members who fail to negotiate their settlement checks in a timely  
4 fashion shall remain subject to the terms of the Judgment.

5           2.6.4   Following the mailing of the Notices of Final Approval to the  
6 Settlement Class and the payments to Participating Settlement Class Members  
7 discussed in Paragraph 2.6.2, the Settlement Administrator shall provide counsel for the  
8 Settling Parties with a written confirmation of this mailing.

9           2.7   *Releases.*

10           2.7.1   Upon the Effective Date, the Class Representatives and each of  
11 the Settlement Class Members shall be deemed to have, and by operation of the  
12 Judgment shall have, fully, finally, and forever released, relinquished and discharged all  
13 Released Claims.

14           2.8   *Costs, Attorney Fees and Class Representative Enhancements.*

15           2.8.1   Class Counsel shall be entitled, subject to the approval of the  
16 Court and the occurrence of the Effective Date, to recover their reasonable litigation  
17 costs, associated expenses and attorney fees from Defendants pursuant to California  
18 law. Subject to Court approval and the occurrence of the Effective Date, Class Counsel  
19 can obtain a total combined amount up to, but not to exceed, \$200,000 for all attorneys'  
20 fees and allowable litigation costs (*i.e.* up to \$190,000 for attorney's fees and up to  
21 \$10,000 in taxable litigation costs). Class Counsel and the Class Representatives will  
22 not seek to recover any other fees, costs or expenses incurred in this Litigation. The  
23 Class Representatives and Class Counsel agree that they shall be responsible for  
24 seeking and justifying their fee and cost awards to the Court pursuant to California Rule  
25 of Court 3.769(b), and they agree to submit the necessary materials to justify the  
26 requested award along with the Settling Parties' joint motion for final approval of the  
27 Stipulation pursuant to Paragraph 2.5.6. Defendants will not oppose an award that is  
28 consistent with this Paragraph 2.8.1. Before Defendants makes any payment pursuant

1 to this Paragraph, Class Counsel shall provide counsel for Defendants and/or the  
2 Settlement Administrator with the pertinent taxpayer identification number(s) and a Form  
3 W-9(s) for reporting purposes and written allocation instructions, if any, regarding the  
4 payee(s). Other than any reporting of this fee payment as required by this Stipulation or  
5 law, which Defendants shall make, Class Counsel and the Class Representatives shall  
6 be responsible for the reporting and payment of any federal, state and/or local income or  
7 other form of tax on any payment made pursuant to this paragraph. The payment  
8 awarded and made pursuant to this paragraph shall constitute full satisfaction of any  
9 claim for fees or costs or any other expenses, and the Class Representatives and Class  
10 Counsel, on behalf of themselves and all Settlement Class Members, agree that they  
11 shall neither seek nor be entitled to any additional attorney fees or costs under any  
12 theory nor shall they seek an award in excess of the amount specified herein. Not more  
13 than seven (7) days after the Effective Date, and only in the event that the Effective Date  
14 occurs, Defendants, through the Settlement Administrator, shall pay the fee and cost  
15 awards approved by the Court pursuant to this Paragraph 2.8.1 directly to Class  
16 Counsel. Other than as provided in this Paragraph 2.8.1 for the limited purpose  
17 discussed herein, no party shall be deemed the prevailing party for any other purposes  
18 of the Litigation, and all parties shall bear their own costs.

19           2.8.2 No more than then seven (7) days after the Effective Date, and  
20 only in the event that the Effective Date occurs and following the execution of the sort of  
21 release discussed below, Defendants through the Settlement Administrator will forward  
22 a check payable to each of the Class Representatives, in their personal capacities only  
23 and via their counsel of record, for the enhancement amount awarded by the Court in  
24 the gross amount of up to a maximum of five thousand United States dollars (\$5,000 for  
25 each Class Representative for a total of \$15,000). Defendants will not oppose an award  
26 that is consistent with this Paragraph 2.8.2. This payment shall be compensation and  
27 consideration for each Class Representative's efforts as the class representative in the  
28 Litigation. Defendants shall report to the Internal Revenue Service the payment as non-

1 wage income to him or her in the year of payment. This reporting shall be done via a  
2 Form 1099, and each Class Representative agrees to take full responsibility for the  
3 payment of any outstanding taxes due.

4           2.8.3 Unless otherwise expressly provided, Defendants shall have no  
5 responsibility for, and no liability whatsoever with respect to, the allocation among the  
6 Class Representatives, Class Counsel and/or any other Person who may assert some  
7 claim thereto, of any award or payment issued or made in the Litigation or pursuant to  
8 this Stipulation, including, but not limited to, any award or payment pursuant to  
9 Paragraphs 2.8.1 or 2.8.2.

10           2.9 *Settlement Administrator.*

11           2.9.1 Defendants shall be responsible for the fees and expenses  
12 reasonably incurred by the Settlement Administrator as a result of procedures and  
13 processes expressly required by this Stipulation. These fees and expenses shall be paid  
14 out of the Maximum Settlement Amount. The Class Representatives and Class Counsel  
15 shall have no responsibility for such fees or expenses. Based on current estimates, the  
16 Settling Parties anticipate that the total fees and expenses incurred by the Settlement  
17 Administrator will be approximately \$20,000, but the Settling Parties understand and  
18 agree that this figure represents just an estimate, and the sum charged by the  
19 Settlement Administrator may be different.

20           2.9.2 The actions of the Settlement Administrator shall be governed by  
21 the terms of this Stipulation. Defendants may provide relevant information needed by the  
22 Settlement Administrator pursuant to this Stipulation and engage in related  
23 communications with the Settlement Administrator without notice or copies to Class  
24 Counsel, any Class Members or the Court. Defendants may make payment to the  
25 Settlement Administrator for its services and engage in related communications with the  
26 Settlement Administrator without notice or copies to Class Counsel, any Class Members  
27 or the Court. Defendants may provide logistical instructions to the Settlement  
28 Administrator with regard to actions required by this Stipulation and engage in related

1 communications with the Settlement Administrator without notice or copies to Class  
2 Counsel, any Class Members or the Court. This provision shall not preclude Class  
3 Counsel from communicating with the Settlement Administrator.

4           2.9.3 In the event that any of the Settling Parties take the position that  
5 the Settlement Administrator has not acted in accordance with the terms of the  
6 Stipulation, that party's counsel shall meet and confer with counsel for the other Settling  
7 Parties prior to raising any such issue with the Court.

8           2.10 *Termination of Settlement.*

9           2.10.1 In the event that the settlement set forth in this Stipulation shall  
10 not be approved in its entirety by the Court, or in the event that the Effective Date does  
11 not occur, Defendants shall have the option to void the settlement, and in such case, no  
12 payments shall be made by Defendants to anyone in accordance with the terms of this  
13 Stipulation, and this Stipulation shall be deemed null and void with no effect on the  
14 Lawsuit whatsoever. If the Court changes the dates of hearings provided for in this  
15 Stipulation by fewer than three (3) months, this shall not be deemed a substantial  
16 change permitting termination of the settlement, provided that the Settling Parties agree  
17 to move other dates and deadlines in the Stipulation accordingly.

18           2.11 *Miscellaneous Provisions.*

19           2.11.1 No Person shall have any claim against Class Counsel, the  
20 Settlement Administrator, or any of the Defendant Releasees based on the payments  
21 made or other actions taken substantially in accordance with the Stipulation and the  
22 settlement contained therein or further orders of the Court.

23           2.11.2 The only Class Members entitled to any payment under this  
24 Stipulation and the associated Judgment are Participating Settlement Class Members,  
25 and they shall be entitled to their respective Settlement Sums only.

26           2.11.3 Except for the cy pres provisions specifically set forth in this  
27 Agreement, California Code of Civil Procedure section 384 does not apply to this  
28 Stipulation, and this Stipulation shall not require payment by Defendants to any third

1 parties, other than as specifically set forth in the Stipulation. Any finding to the contrary  
2 will be grounds for Defendants to void the settlement.

3           2.11.4 This settlement shall result in resolution with prejudice, and the  
4 release by Settlement Class Members, of all Released Claims under the California  
5 Private Attorney Generals Act of 2004, codified at California Labor Code section 2698 *et*  
6 *seq.* As part of this settlement, and subject to Court approval, the Settling Parties  
7 allocate \$10,000 out of the Maximum Settlement Amount to payments for resolution of  
8 the PAGA claims asserted. Pursuant to Labor Code §2699(i), 75% (\$7,500) of the  
9 \$10,000 allocation will be disbursed by the Claims Administrator to the California Labor  
10 and Workforce Development Agency, while the remaining 25% (\$2,500) will be  
11 considered part of the Maximum Amount for Payments to Participating Class Members.

12           2.11.5 In the event that the Stipulation is not substantially approved by  
13 the Court or the settlement set forth in the Stipulation is terminated, cancelled, declared  
14 void or fails to become effective in accordance with its terms, or if the Judgment does  
15 not become Final, or to the extent cancellation is otherwise provided for in this  
16 Stipulation, the Settling Parties shall resume the Litigation at that time as if no Stipulation  
17 had been entered. In such event, the terms and provisions of the Stipulation shall have  
18 no further force and effect with respect to the Settling Parties and shall not be used in  
19 this Litigation or in any other proceeding for any purpose, and any Judgment or order  
20 entered by the Court in accordance with the terms of the Stipulation shall be treated as  
21 vacated, *nunc pro tunc*. Notwithstanding any other provision of this Stipulation, no order  
22 of the Court or modification or reversal on appeal of any order of the Court concerning  
23 the amount of any attorney fees to be paid by Defendants to Class Counsel shall by  
24 itself constitute grounds for cancellation or termination of the Stipulation or grounds for  
25 limiting any other provision of the Judgment, provided that Defendants shall never be  
26 required to pay in excess of the amount specified in Paragraph 2.8.1 specifically or the  
27 Maximum Settlement Amount generally. It is agreed that no order of the Court, including  
28 any order concerning attorney fees, may alter the Gross Settlement Amount.

1           2.11.6 Unless otherwise ordered by the Court, in the event the  
2 Stipulation shall be terminated, cancelled, declared void or fails to become effective in  
3 accordance with its terms, or if the Judgment is reversed on appeal, within twenty (20)  
4 business days after written notification of such event, Defendants and Class Counsel  
5 shall notify each other of this event in writing.

6           2.11.7 The Settling Parties: (a) acknowledge that it is their intent to  
7 consummate this agreement; (b) agree to cooperate to effectuate and implement all  
8 terms and conditions of the Stipulation and to exercise their best efforts to accomplish  
9 the foregoing terms and conditions of the Stipulation; and (c) agree to seek and to  
10 attempt to obtain Court approval for the Stipulation.

11           2.11.8 The Stipulation compromises claims which were contested and  
12 the subject of a good faith dispute, and it shall not be deemed an admission by any of  
13 the Settling Parties as to the merits of any claim or defense. The Settling Parties agree  
14 that the amounts paid in Settlement and the other terms of the settlement were  
15 negotiated at arm's length and in good faith with sufficient information by the Settling  
16 Parties and reflect a settlement that was reached voluntarily after consultation with  
17 competent legal counsel.

18           2.11.9 The Settling Parties agree that the Notice Response Deadline  
19 shall not be extended, and no untimely submissions or claims will be honored, under any  
20 circumstances. Notwithstanding the forgoing, a Class Member will be allowed to extend  
21 the Notice Response Deadline for him or herself if and only if he or she can make a  
22 showing of legal incapacity during the Notice Period. The Settling Parties agree that the  
23 establishment and enforcement of the Notice Response Deadline is valuable  
24 consideration to Defendants, and the finality provided thereby is a material aspect of this  
25 agreement. Any ruling to the contrary by the Court or any ruling allowing the filing of any  
26 responses to the Class Notice following the Notice Response Deadline, absent legal  
27 incapacity by the Class Member in question, shall be grounds for Defendants to void the  
28 Stipulation.

1                   2.11.10 Neither the Stipulation nor the settlement, nor any act performed  
2 or document executed pursuant to, or in furtherance of, the Stipulation or the settlement:  
3 (a) is or may be deemed to be or may be used as an admission by Defendant  
4 Releasees of the validity of any Released Claim; or (b) may be used as an admission of  
5 any fault or omission by the Defendant Releasees, or any of them, in any civil, criminal  
6 or administrative proceeding in any court, administrative agency or other tribunal. The  
7 Settling Parties agree that all alleged liability is disputed in good faith.

8                   2.11.11 All of the exhibits to the Stipulation are material and integral parts  
9 hereof and are fully incorporated herein by this reference.

10                  2.11.12 The Stipulation may be amended or modified only by a written  
11 instrument signed by or on behalf of all Settling Parties or their respective successors-in-  
12 interest.

13                  2.11.13 The Stipulation constitutes the entire agreement among the  
14 Settling Parties hereto and no representations, warranties or inducements have been  
15 made to any party concerning the Stipulation or its exhibits other than the  
16 representations, warranties and covenants contained and memorialized in such  
17 documents. Except as otherwise provided herein, each party shall bear its own costs.

18                  2.11.14 Class Counsel, on behalf of the Class, are expressly authorized  
19 by the Class Representative to take all appropriate action required or permitted to be  
20 taken by the Class pursuant to the Stipulation to effect its terms and also are expressly  
21 authorized to enter into any modifications or amendments to the Stipulation on behalf of  
22 the Class which they deem appropriate.

23                  2.11.15 Each counsel or other Person executing the Stipulation or any of  
24 its exhibits on behalf of any party hereto hereby warrants that such Person has full and  
25 express authority to do so.

26                  2.11.16 The Stipulation may be executed in one or more counterparts. All  
27 executed counterparts and each of them shall be deemed to be one and the same  
28 instrument. A complete set of executed counterparts shall be filed with the Court.

1           2.11.17 The Stipulation shall be binding upon, and inure to the benefit of,  
2 the successors and assigns of the parties hereto, however, this Stipulation is not  
3 designed to and does not create any third-party beneficiaries unless otherwise  
4 specifically provided herein.

5           2.11.18 The Court shall retain jurisdiction with respect to implementation  
6 and enforcement of the terms of the Stipulation, and all parties hereto submit to the  
7 jurisdiction of the Court for purposes of implementing and enforcing the settlement  
8 embodied in the Stipulation, pursuant to California Rule of Court, Rule 3.769(h).

9           2.11.19 The Stipulation and the exhibits hereto shall be considered to  
10 have been negotiated, executed and delivered, and to have been wholly performed, in  
11 the State of California, and the rights and obligations of the parties to the Stipulation  
12 shall be construed and enforced in accordance with, and governed by, the internal,  
13 substantive laws of the State of California without giving effect to that State's choice of  
14 law principles.

15           2.11.20 The language of all parts of this Stipulation shall in all cases be  
16 construed as a whole, according to its fair meaning, and not strictly for or against either  
17 party. No party shall be deemed the drafter of this Stipulation. The parties acknowledge  
18 that the terms of the Stipulation are contractual and are the product of negotiations  
19 between the parties and their counsel. Each party and that party's counsel cooperated in  
20 the drafting and preparation of the Stipulation. In any construction to be made of the  
21 Stipulation, the Stipulation shall not be construed against any party and the canon of  
22 contract interpretation set forth in California Civil Code section 1654 shall not be applied.

23           2.11.21 Prior to the joint submission of the settlement agreement to the  
24 Court for preliminary approval by the parties, neither Class Representatives nor Class  
25 Counsel shall communicate any terms of this settlement to any third parties. Following  
26 the submission for preliminary approval and thereafter, Class Representatives and Class  
27 Counsel shall not publicize the settlement in this action or the terms thereof via (a) press  
28 releases, (b) Internet postings, or (c) communications with the media. This shall not

1 prohibit Class Counsel from posting the relevant documents (the Operative Complaint,  
2 Settlement Agreement and Notice Documents, and Preliminary Approval Order) on their  
3 firm website upon Preliminary Approval of the Settlement Agreement. This shall not  
4 prohibit Class Counsel from discussing this case or any aspect of this settlement with  
5 any Class Representative, any Class Member (absent or otherwise) in this case, or any  
6 court or opposing counsel; also, this shall not prohibit Class Counsel from in any way  
7 disclosing their mere status as counsel in the case or making objective and truthful  
8 reference to the settlement and any attorneys' fee award in any future pleading in  
9 another litigation.

10 IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to  
11 be executed, and this Stipulation is AGREED TO.

12  
13 DATED: April 25, 2017

*Mario Barra Diaz*  
MARIO DIAZ  
Plaintiff

14  
15  
16 DATED: April \_\_, 2017

FRANCISCO ROMERO  
Plaintiff

17  
18  
19  
20 DATED: April \_\_, 2017

JORGE VALDIVIA  
Plaintiff

1 prohibit Class Counsel from posting the relevant documents (the Operative Complaint,  
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 8 reference to the settlement and any attorneys' fee award in any future pleading in  
 9 another litigation.

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 11 be executed, and this Stipulation is AGREED TO.

12  
 13 DATED: April \_\_\_\_, 2017

\_\_\_\_\_  
 MARIO DIAZ  
 Plaintiff

14  
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 16 DATED: April 28, 2017

  
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 FRANCISCO ROMERO  
 Plaintiff

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 20 DATED: April \_\_\_\_, 2017

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 JORGE VALDIVIA  
 Plaintiff

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1 prohibit Class Counsel from posting the relevant documents (the Operative Complaint,  
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11 be executed, and this Stipulation is AGREED TO.

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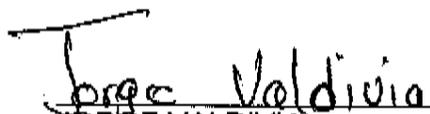
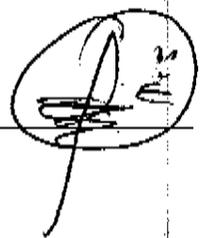
DATED: April \_\_, 2017

\_\_\_\_\_  
MARIO DIAZ  
Plaintiff

DATED: April \_\_, 2017

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FRANCISCO ROMERO  
Plaintiff

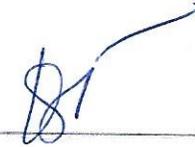
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\_\_\_\_\_  
JORGE VALDIVIA  
Plaintiff 

1 DATED: April 24, 2017

AMBER INDIA CORPORATION

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By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Agent

7 DATED: April 24, 2017

AMBER INDIA COMMERCIAL, INC.

By:   
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
Authorized Agent

13 DATED: April 24, 2017

AMBER INDIA ENTERPRISE, INC.

By:   
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
Authorized Agent

19 DATED: April 24, 2017

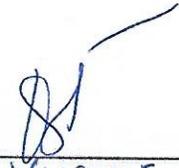
AMBER CULINARY SERVICE, INC.

By:   
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
Authorized Agent

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DATED: April 24, 2017

AMBER FOODS INTERNATIONAL

By:   
\_\_\_\_\_  
NAME: Vijay Singh Bist  
TITLE: CEO  
Authorized Agent

DATED: April 24, 2017

AMBER FOODS ENTERPRISE, INC.

By:   
\_\_\_\_\_  
NAME: Vijay Singh Bist  
TITLE: CEO  
Authorized Agent

DATED: April 24, 2017

By:   
\_\_\_\_\_  
VIJAY BIST  
Defendant

DATED: April 24, 2017

By:   
\_\_\_\_\_  
VIJAY KUMAR  
Defendant

1 APPROVED AS TO FORM:

2 DATED: April 28, 2017

HOYER & HICKS  
RICHARD A. HOYER  
RYAN L. HICKS  
JENNIFER E. MCGUIRE

3  
4  
5  
6 By:  \_\_\_\_\_

7 Attorneys for Plaintiffs MARIO DIAZ, FRANCISCO  
8 ROMERO, and JORGE VALDIVIA

9  
10 DATED: May 3, 2017

BLEDSON, DIESTEL, TREPPA & CRANE LLP  
JEFFREY V. TA  
COLIN W. LARSON

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14 By:  \_\_\_\_\_

15 Attorneys for Defendants  
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# EXHIBIT 1

1 RICHARD A. HOYER (State Bar No. 151931)  
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2 RYAN L. HICKS (State Bar No. 260284)  
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3 JENNIFER E. MCGUIRE (State Bar No. 282704)  
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5 San Francisco, California 94111  
Telephone: (415) 766-3539  
6 Facsimile: (415) 276-1738

7 Attorneys for Plaintiffs

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clarson@bledsoelaw.com  
10 BLEDSOE, DIESTEL, TREPPA & CRANE LLP  
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11 San Francisco, California 94108-2805  
Telephone: (415) 981-5411  
12 Facsimile: (415) 981-0352

13 Attorneys for Defendants

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF SAN FRANCISCO  
16

17 IAN D'SA, MARIO DIAZ, JORGE  
VALDIVIA, and FRANCISCO ROMERO  
18 on behalf of themselves, all others  
similarly situated, and the State of  
19 California,

20 Plaintiffs,

21 vs.

22 AMBER INDIA CORPORATION,  
AMBER INDIA COMMERCIAL, INC.,  
23 AMBER INDIA ENTERPRISE, INC.,  
VIJAY BIST, VIJAY KUMAR, and DOES  
24 1-25,

25 Defendants.  
26  
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Class Action Case No. CGC-15-544578

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
SETTLEMENT (EXHIBIT 1)**

Complaint Filed: March 9, 2015

TRIAL DATE: NONE SET

1 Plaintiffs' motion for an order preliminarily approving a class action  
2 settlement and setting a settlement hearing came on for hearing on or about [fill in date].  
3 Defendants filed a notice of non-opposition to this motion. The Court has considered the  
4 Stipulation Re: Settlement of Class Action (and its exhibits), the submissions of counsel,  
5 and all other papers filed in this action. The matter having been submitted and good  
6 cause appearing therefor, the Court finds as follows:

7 1. All defined terms contained herein shall have the same meanings as  
8 set forth in the Stipulation Re: Settlement of Class Action executed by the Settling Parties  
9 and filed with this Court (the "Stipulation");

10 2. The Class Representatives and Defendants, through their counsel of  
11 record in the Litigation, have reached an agreement to settle all claims in the Litigation;

12 3. The Court conditionally finds that, for the purposes of approving this  
13 settlement only, the proposed Class meets the requirements for certification under  
14 section 382 of the California Code of Civil Procedure: (a) the proposed Class is  
15 ascertainable and so numerous that joinder of all members of the class is impracticable;  
16 (b) for purposes of effectuating this settlement, there are questions of law or fact common  
17 to the proposed Class, and there is a well-defined community of interest among members  
18 of the proposed Class with respect to the subject matter of the Litigation; (c) the claims of  
19 Class Representatives are typical of the claims of the members of the proposed Class;  
20 (d) the Class Representatives have and will fairly and adequately protect the interests of  
21 the Members of the Class; (e) for purposes of effectuating this settlement, a class action  
22 is superior to other available methods for an efficient adjudication of this controversy; and  
23 (f) the counsel of record for the Class Representatives is qualified to serve as counsel for  
24 the Class Representative in their own capacities as well as their representative capacities  
25 and for the Class;

26 4. The moving parties also have presented to the Court for review a  
27 Stipulation Re: Settlement of Class Action. The Stipulation is within the range of  
28 reasonableness and meets the requirements for preliminary approval; and

1           5.     The moving parties have also presented to the Court for review a  
2 plan to provide notice to the proposed Class of the terms of the settlement and the  
3 options facing the Class including, *inter alia*: to opt out of the class action, to be  
4 represented by counsel of their choosing, to object to the settlement, and/or to remain in  
5 the Settlement Class and become a Participating Settlement Class Member. The notice  
6 will be mailed to all Class Members at their Last Known Addresses with provisions for  
7 address verification. The notice plan proposed by the Settling Parties is the best practical  
8 under the circumstances.

9           Good cause appearing therefor,

10          IT IS HEREBY ORDERED that:

11          1.     Pursuant to California Rule of Court 3.769(d), the Stipulation of  
12 Settlement is preliminarily approved and the Class is provisionally certified, Hoyer &  
13 Hicks are hereby appointed as Class Counsel, and Plaintiffs are hereby designated the  
14 Class Representative for purposes of Settlement and [REDACTED] is hereby designated  
15 the Settlement Administrator;

16          2.     Notice of the proposed settlement, and the rights of Class Members,  
17 including the right to opt out of the settlement, shall be given by mailing of the Notice to  
18 Class Members Re: Pendency of a Class Action by first class, postage prepaid, to all  
19 Class Members pursuant to the applicable provisions in the Stipulation. Defendants shall  
20 provide the Settlement Administrator with the information necessary to conduct this  
21 mailing as set forth in the Stipulation;

22          3.     A hearing shall be held before this Court on [fill in date] at [fill in  
23 time] to consider whether the settlement should be given final approval by the Court:

24               (a)    Written objections by Class Members to the proposed settlement will  
25 be considered if received by the Settlement Administrator and Class Counsel on or  
26 before the Notice Response Deadline;

27               (b)    At the Settlement Hearing, Class Members may be heard orally in  
28 support of or in opposition to the settlement;

1 (c) Class Counsel and counsel for Defendants should be prepared at  
2 the hearing to respond to objections filed by Class Members, and to provide other  
3 information as appropriate, bearing on whether or not the settlement should be approved;  
4 and

5 (d) At the Settlement Hearing, the Court shall consider any motions or  
6 applications for attorney fees, costs and litigation expenses consistent with the  
7 Stipulation.

8 4. In the event that the Effective Date occurs, all Settlement Class  
9 Members will be deemed to have forever released and discharged the Released Claims.  
10 In the event that the Effective Date does not occur for any reason whatsoever, the  
11 Stipulation shall be deemed null and void and shall have no effect whatsoever.

12 5. All other proceedings in this action are hereby stayed pending the  
13 outcome of the parties' request for final approval of the Settlement.

14

15 PURSUANT TO STIPULATION, IT IS SO ORDERED.

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17 DATED:

Judge of the Superior Court

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**EXHIBIT 2**

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4 HOYER & HICKS  
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Telephone: (415) 766-3539  
6 Facsimile: (415) 276-1738

7 Attorneys for Plaintiffs

8 JEFFREY V. TA (State Bar No. 225188)  
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9 COLIN W. LARSON (State Bar No. 287243)  
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Telephone: (415) 981-5411  
12 Facsimile: (415) 981-0352

13 Attorneys for Defendants

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF SAN FRANCISCO  
16

17 IAN D'SA, MARIO DIAZ, JORGE  
VALDIVIA, and FRANCISCO ROMERO  
18 on behalf of themselves, all others  
similarly situated, and the State of  
19 California,

20 Plaintiffs,

21 vs.

22 AMBER INDIA CORPORATION,  
AMBER INDIA COMMERCIAL, INC.,  
23 AMBER INDIA ENTERPRISE, INC.,  
VIJAY BIST, VIJAY KUMAR, and DOES  
24 1-25,

25 Defendants.  
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Class Action Case No. CGC-15-544578

**[PROPOSED] NOTICE TO CLASS  
MEMBERS (EXHIBIT 2)**

**NOTICE TO CLASS MEMBERS RE: PENDENCY OF A CLASS ACTION AND NOTICE OF HEARING ON PROPOSED SETTLEMENT. THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

*D'sa et al. v. Amber India Corp., et al*

San Francisco Superior Court Case No. CGC-15-544578

**PLEASE READ THIS NOTICE CAREFULLY.  
THIS NOTICE COULD AFFECT YOUR LEGAL RIGHTS.  
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

**IF YOU WISH TO PARTICIPATE IN THIS SETTLEMENT OF THE CLASS ACTION, YOU DO NOT NEED TO DO ANYTHING, AND YOUR SHARE OF THE SETTLEMENT FUNDS WILL BE MAILED TO YOU FOLLOWING FINAL COURT APPROVAL OF THE SETTLEMENT.**

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK REGARDING THIS MATTER.**

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE THE FINDINGS OF THE COURT. IT SHOULD NOT BE UNDERSTOOD TO BE AN EXPRESSION OF THE COURT'S VIEWS ON THE MERITS OF ANY CLAIM OR DEFENSE RAISED BY THE PARTIES.**

**I. INTRODUCTION AND SUMMARY**

This is to notify you of a claim filed on March 9, 2015 by Plaintiffs Mario Diaz, Francisco Romero, and Jorge Valdivia against their employers Amber India Corporation, Amber India Commercial Inc., Amber India Enterprise, Inc., Vijay Kumar, and Vijay Bist ("Amber India"). These Plaintiffs worked for Amber India as non-exempt employees in the Amber India family of restaurants, and they primarily claim that Amber India did not always properly provide them with meal and rest periods as required by California law and as a result did not pay them wages for all hours worked, did not timely pay them all wages due at termination, and did not provide them with sufficient statements of their wages. Plaintiffs have filed this action as a proposed class and representative action and seek to pursue similar claims on behalf of other current and former non-exempt employees who performed work at any of the Amber India family of restaurants in California in operation at any time during the period February 27, 2011 through June 18, 2015 ("the Class Period"). Amber India has not admitted to any violations alleged by Plaintiffs, and have instead denied all liability, and they have agreed to resolve this matter to avoid the further expense and disruption of litigation pursuant to the procedure set forth in this notice.

The purpose of this Notice is to inform you of the pending settlement agreement and your rights under it. You have received this Notice because you are one of the non-exempt employees who worked in one of the Amber India family of restaurants during the Class

Period who, unless you opt out, will be deemed part of the class here. This Notice will provide instructions on the options available to you – in particular, it will explain how you can opt out of the settlement altogether, take no action and be deemed a member of the settlement class and sent a settlement payment, and/or take other actions. If you take no action, you will be subject to this agreement and the associated judgment (and the associated release), and you will be sent your allocated settlement payment.

**Please understand that this is not a notice of a lawsuit against you. You have not been sued. You are not required to appear in Court in response to this Notice.** Please review this Notice and consider the options outlined herein carefully.

## II. CLASS COUNSEL

Plaintiffs and the Settlement Class are represented by attorneys at the law firm of Hoyer & Hicks, whose contact information is:

Richard A. Hoyer  
Ryan L. Hicks  
Jennifer E. McGuire  
Hoyer & Hicks  
4 Embarcadero Center, Suite 1400  
San Francisco, California 94111  
415.766.3539  
www.hoyerlaw.com

If you choose to remain a Member of the Settlement Class, you will be represented by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

## III. CERTIFICATION AND HEARING THEREON

On or about [PRELIMINARY HEARING DATE], pursuant to the procedures for the approval of class actions and California Rule of Court 3.769, the Court granted preliminary approval for the settlement of this matter as a class action and scheduled a hearing on final approval for [FINAL APPROVAL HEARING DATE AND TIME]. This hearing will take place at Department [REDACTED] of the San Francisco Superior Court, located at 400 McAllister Street, San Francisco, CA 94102. Members of the Class, including you, can express their views on the settlement at or before this hearing, but you are not required to do so, nor are you required to attend this hearing to exercise any of your rights, including either the right to remain a class member and receive payment or the right to opt out of this action. Members of the Class can exercise either these options by following the instructions contained in this Notice; again, no appearance by you at the hearing is required.

In addition to scheduling this hearing, the Court approved this Notice and approved the parties' request to mail this Notice to all Members of the Class. This conditional certification order does not reflect the Court's opinion on the merits of any claim or defense raised by the parties.

#### **IV. THE PEOPLE RECEIVING THIS NOTICE AND ADDRESS CHANGES**

Plaintiffs Diaz, Romero, and Valdivia have brought this action as a class and representative action. In class and representative actions, one or more persons bring claims on behalf of themselves and others who are allegedly in similar situations or have similar claims. In order to ensure that all Class Members are given an adequate opportunity to protect their rights, this Notice is being mailed to the last known addresses of all people identified as Class Members, and address verification measures have been taken. If, for any future reference or mailings, the recipient of this Notice, *i.e.*, you, wish to change the name or address listed on the envelope in which this Notice was sent, please provide that information on the Change of Address Form attached to this Notice as Form A.

#### **V. DESCRIPTION OF THE LAWSUIT**

Plaintiffs Diaz, Romero, and Valdivia have filed a claim on behalf of themselves and others allegedly similarly situated alleging that Amber India did not properly provide meal and rest periods to its hourly non-exempt employees in California as required by state law during the period relevant to this suit. Plaintiffs have also alleged that as a result of the missed meal and rest periods, Amber India failed to provide hourly non-exempt employees with accurate statements of wages earned, and committed other derivative violations of the California Labor Code.

Amber India has chosen to work with Plaintiffs and their counsel to resolve this matter and address any doubt with regard to these issues. Accordingly, and subject to court approval, the parties have entered a settlement agreement that provides for the certification of a class consisting of current and former hourly non-exempt employees who worked for Amber India during the period from February 27, 2015 through June 18, 2015, in any of the Amber India family of restaurants, including restaurants owned/operated by Amber India Enterprise, Inc.; Amber Culinary Service, Inc.; Amber India Commercial, Inc.; Amber Foods International, Inc.; Amber Foods Enterprise, Inc.; and Amber India Corporation.

#### **VI. KEY TERMS OF THE PROPOSED SETTLEMENT**

Plaintiffs and the company have voluntarily entered into this settlement agreement. Through this settlement, neither Amber India nor any of their affiliates or employees have admitted any liability or wrongdoing. The total maximum amount of the Settlement is \$570,000, (five-hundred seventy thousand dollars), and this amount, less the amounts awarded by the Court for attorneys' fees and costs, the enhancement to Plaintiffs, the Settlement Administrator's costs, and payment amount to the California Labor and Workforce Development Agency, will be available for distribution among the class members who do not opt out of the settlement.

Subject to final approval by the Court, the attorneys for Plaintiffs and the Class (herein "Class Counsel") will be paid a sum sufficient to compensate them for their services in this matter. The company will pay this combined and total sum, which will at most be \$190,000 for Plaintiffs' attorneys' fees and up to \$10,000 in taxable litigation costs. Class Members will not be required to compensate Class Counsel.

In addition to the payments to Class Counsel, each of the three named plaintiffs may receive a court-approved payment beyond what each would receive as a claimant in this action. This payment will be in the amount of up to \$5,000 for each plaintiff, and it will be in compensation for each plaintiff's role as a named plaintiff prosecuting this class action lawsuit on the behalf of all Class Members. Class Members will not be responsible for this payment – it will come from the settlement fund.

A full copy of the settlement agreement and other public documents filed with the Court with regard to this matter can be inspected and copied in the Office of the Court Clerk. The Office of the Clerk is located at the California Superior Court for the City and County of San Francisco, located at 400 McAllister Street, San Francisco, CA 94102. Please see Section IX of this Notice for further details. During the pendency of the notice period, you can also view copies of the key filings in this case on Class Counsel's website at the [\[INSERT HOYERLAW.COM WEB ADDRESS\]](#).

Each Class Member who does not opt out of the settlement will receive a payment in an amount determined by the number of full weeks in which he or she worked as a non-exempt employee for Amber India in California during the pertinent period. Specifically, a class member who does not opt out of the settlement will receive approximately [\[MERGE AMOUNT\]](#) for each week during which he or she worked as an hourly non-exempt employee for Amber India, in California during the pertinent class period as defined in the settlement agreement. Company records demonstrate that during the pertinent period, you worked in a position as a non-exempt employee for [\[MERGE WEEKS NUMBER\]](#) weeks. Therefore, if the Court approves all of the requested attorneys' fees and costs, the enhancement to Plaintiffs, the Settlement Administrator's costs, and payment amount to the California Labor and Workforce Development Agency, your estimated payment (before tax deductions) should be at least [\[MERGE PAYMENT AMOUNT\]](#).

A portion of this payment will be subject to required wage withholdings and deductions, and so the net payable amount will be less than the gross amount of the settlement sum. Specifically, the company will report 50% of this payment to relevant government entities as a wage payment, and the remaining 50% as a non-wage payment. The company reserves the right to make any required withholdings or deductions as required by applicable law, and the company will report any payments made pursuant to this agreement to the Internal Revenue Service and other relevant government entities (if any) as required by law.

If you believe that the information regarding your weeks worked is incorrect, you must explain your disagreement in writing signed under penalty of perjury, and mail it along with any documentation relating to your disagreement to the Settlement Administrator at the address provided below. For your explanation and documentation to be considered, they must be postmarked by [\[INSERT NOTICE RESPONSE DEADLINE\]](#). The parties will review such disputes and attempt to resolve them without court involvement. Please keep in mind that only weeks worked during the pertinent period and in the pertinent position count. Weeks worked outside the period or in other positions do not count, and so this is not a situation in which any week worked for Amber India is qualifying. Please also be advised that the submission of such a dispute could delay processing of your settlement payment.

Class Members will be responsible for any taxes on any payments made pursuant to this settlement. Neither the Class Representatives, Class Counsel, nor Amber India make any representations concerning the tax consequences of this settlement or your participation in it, and you may seek tax advice from a tax professional at your own expense in association with your response to this notice.

Only those individuals who remain Members of the Class will be eligible to participate in this settlement and receive payment under this agreement. All individuals who do not opt out will be subject to the judgment. On the other hand, those Class Members who opt out of the settlement will not be eligible to obtain payment pursuant to this settlement, nor will they be bound by the judgment and associated waiver or release of related claims.

## **VII. THE RIGHTS AND OPTIONS OF CLASS MEMBERS**

You have received this Notice because company records suggest that you are a member of the conditionally certified Class. Current Members of the Class have three options:

**First**, individuals who are currently Members of the Class, including you, may choose to remain Members of the Settlement Class and receive a share of the settlement. To remain a member of the Settlement Class and be mailed your share of the settlement following and assuming approval of the settlement by the Court, you need not take any action. **IF YOU DO NOTHING, YOU WILL RECEIVE A SETTLEMENT PAYMENT AND BE BOUND BY THE TERMS OF THE SETTLEMENT**

**Second**, if you do not wish to be part of this settlement, you may elect to “opt out” of the Settlement Class and thus exclude yourself from this action and the associated settlement and judgment. Class Members who opt out of this action would remain free, subject to the statute of limitations and applicable statutory, common law or other restrictions, to bring against Amber India otherwise viable claims of the nature encompassed by this settlement and associated release. Similarly, if you decide to opt out, you will not be allowed to object to this settlement. The deadline to opt out is **[NOTICE RESPONSE DEADLINE]**. This deadline is final, and forms not postmarked before the pertinent deadline will not be honored. **IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE A PAYMENT.**

To elect to opt out of the lawsuit and associated settlement, you must send a letter to the Settlement Administrator and also to Class Counsel stating “With respect to the Amber India Settlement, I wish to opt out of the Settlement Class and to exclude myself from the associated settlement and judgment.” You will also need to include your name, address, phone number and the last four digits of your Social Security Number, and your signature on the letter. Class Counsel’s address is listed above. The Settlement Administrator’s address is:

INSERT ADDRESS  
Re: Amber India Matter  
P.O. Box \_\_\_\_\_, [ZIP]

**Third**, and in addition to either one of the above options, Class Members may (a) participate in this lawsuit at their own expense by obtaining their own attorneys (Class Members who choose this option will be responsible for any attorney fees or costs incurred as a result of this election); and/or (b) submit written objections to the settlement by mailing them to the Settlement Administrator and Class Counsel at the above-listed addresses no later than [NOTICE RESPONSE DEADLINE]. Class Counsel will present these objections to the Court. Late objections will not be valid.

**Finally**, please be advised that if you fail to take any action (*i.e.*, fail to opt out), you will remain in the Settlement Class and receive your settlement payment, shall be deemed to have forever released and discharged the Released Claims, and will be subject to the judgment rendered in this action, *i.e.*, the judgment issued in connection with the settlement.

If you remain in the Settlement Class (*i.e.*, do not opt-out), and the Settlement is ultimately approved by the Court, you will be deemed to have forever released Amber India of any known or unknown claims for failure to provide meal and/or rest period or any associated benefits or remedies.

Specifically, if you remain in the Settlement Class (*i.e.*, do not opt-out), and the Settlement is ultimately approved by the Court, you will be deemed to have forever released and discharged Amber India and all of their past and present affiliates, directors, officers and employees from any and all claims of any nature or kind whatsoever, whether known or unknown, based on any actual or alleged failure to provide sufficient meal and/or rest periods or pay additional sums of money in lieu thereof and all derivative claims, including claims for (A) failure to pay regular, overtime, and/or premium wages per the allegations of the complaint; (B) failure to comply with payroll, wage record-keeping, and/or wage statement itemization requirements; (C) failure to timely pay wages due at termination or otherwise; (D) and to the extent not covered above, any claims based on facts pled in the Litigation regarding alleged missed and/or non-complaint meal and rest periods during the Class Period (February 27, 2011 through June 18, 2015). Specifically, this release shall result in the waiver of all claims, including without limitations unknown claims, demands, rights, liabilities and causes of action of every nature and description whatsoever including without limitation statutory, constitutional, contractual or common law claims, whether known or unknown, whether or not concealed or hidden, against Amber India and any of their affiliated persons or entities for any type of relief as a result of the Class Member's employment in California for (a)(i) failure to provide sufficient meal and/or rest periods; (ii) associated failure to pay premium or other wages; (iii) failure to comply with payroll or wage record-keeping or wage statement itemization requirements; and (iv) failure to timely pay Wages due at termination or otherwise; (b) penalties or any other remedies for any of the claims covered by subsection (a) above under any statute or regulation or other provision of law, including without limitation claims under California Labor Code sections 201, 201.3, 202, 203, 226, 226.7, 512 & 1194, California Labor Code section 2698 *et seq.*, California Business and Professions Code section 17200 *et seq.*, any applicable California

Industrial Welfare Commission Wage Order (including without limitation Wage Order 4), and the federal Fair Labor Standards Act; (c) injunctive relief, restitution, disgorgement, accounting, declaratory relief or other equitable relief for any of the claims covered by subsection (a); (d) any and all claims for interest, costs, or attorney fees for any of the claims covered by subsection (a), including without limitation California Labor Code sections 218.5, 1194 & 2698 *et seq.* and California Code of Civil Procedure section 1021.5; and (e) to the extent not covered above, all claims arising from the factual allegations pled in the Litigation.

With respect to those claims released by the above specified release based on alleged missed and/or non-compliant meal and rest periods, and only such claims (as opposed, for example, to claims for wrongful termination, harassment, or Workers Compensation), all Settlement Class Members, *i.e.*, people who do not opt out of the settlement, shall be deemed to have, and by operation of the judgment shall have, expressly waived, the rights and benefits of California Civil Code section 1542, which provides as follows:

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

#### **VIII. HEARING ON SETTLEMENT**

The Court will hold a hearing on the advisability and propriety of this settlement on [FINAL APPROVAL HEARING DATE AND TIME]. This hearing will take place at Department \_\_\_\_\_ of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, California 94102, Judge Curtis Karnow presiding. Attendance at this hearing is completely optional; attendance at the hearing is not required at all, and it is not required to participate in the settlement or opt out of the lawsuit.

#### **IX. EXAMINATION OF PAPERS FILED IN THIS ACTION**

This Notice does not fully describe the action. Members of the public, including but not limited to those whose rights may be affected by this action, may inspect the files (including the full settlement agreement) at the Office of the Court Clerk at the following address:

Clerk of Court  
San Francisco Superior Court  
400 McAllister St.  
San Francisco, CA 94102

During the pendency of the notice period, you can also view copies of the key filings in this case on Class Counsel's website at the web address: [INSERT SPECIFIC HOYERLAW.COM LINK TO THE DOCUMENTS FOR THIS CASE].

**PLEASE DO NOT CALL OR WRITE THE COURT OR THE CLERK OF THE COURT WITH QUESTIONS REGARDING THIS ACTION.**

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**FORM A**  
**FOR**  
**NOTICE TO CLASS MEMBERS RE: PENDENCY OF A CLASS ACTION AND NOTICE**  
**OF HEARING ON PROPOSED SETTLEMENT THEREOF**

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### Change of Address Form

Pursuant to Section IV of the Notice, I hereby wish to change the mailing address on record for the remainder of this matter.

For the remainder of this action, including for the mailing of any payment or further notices, I request that the Settlement Administrator use the following address for re:

Name of Class Member (print):

Address:

City, State and Zip Code:

Phone:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

For purposes of verification only, the last 4 digits of my social security number: \_\_\_\_\_

PLEASE RETURN THIS FORM VIA UNITED STATES MAIL TO:

**INSERT ADMINISTRATOR ADDRESS**

Re: Amber India Matter

**P.O. Box \_\_\_\_\_, CITY, STATE ZIP**

**NOTE: FORMS MUST BE RECEIVED NO LATER THAN [NOTICE DEADLINE] IN ORDER TO BE VALID AND EFFECTIVE.**

# EXHIBIT 3

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Telephone: (415) 766-3539  
6 Facsimile: (415) 276-1738

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12 Facsimile: (415) 981-0352

13 Attorneys for Defendants

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF SAN FRANCISCO  
16

17 IAN D'SA, MARIO DIAZ, JORGE  
VALDIVIA, and FRANCISCO ROMERO  
18 on behalf of themselves, all others  
similarly situated, and the State of  
19 California,

20 Plaintiffs,

21 vs.

22 AMBER INDIA CORPORATION,  
AMBER INDIA COMMERCIAL, INC.,  
23 AMBER INDIA ENTERPRISE, INC.,  
VIJAY BIST, VIJAY KUMAR, and DOES  
24 1-25,

25 Defendants.  
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Class Action Case No. CGC-15-544578

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF SETTLEMENT**

Date: --  
Time: --  
Dept: --  
Judge: Honorable

Complaint Filed: March 9, 2015

TRIAL DATE: NONE SET

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Having considered the Stipulation Re: Settlement of Class Action (“Stipulation”) and all other materials properly before the Court and having conducted an inquiry pursuant to California Rule of Court 3.769(g), the Court finds that the Stipulation and associated settlement is fair and reasonable, and the Stipulation is approved. The Court will simultaneously, or the Clerk of the Court shall, enter the Judgment provided in the Stipulation. Defendants, themselves or through the Settlement Administrator, shall deliver the Notice of Final Approval to the Settlement Class Members and make the payments to the Participating Settlement Class Members, Class Representative and Class Counsel as provided for in the Stipulation.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court

# EXHIBIT 4

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13 Attorneys for Defendants

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF SAN FRANCISCO  
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17 IAN D'SA, MARIO DIAZ, JORGE  
VALDIVIA, and FRANCISCO ROMERO  
18 on behalf of themselves, all others  
similarly situated, and the State of  
19 California,

20 Plaintiffs,

21 vs.

22 AMBER INDIA CORPORATION,  
AMBER INDIA COMMERCIAL, INC.,  
23 AMBER INDIA ENTERPRISE, INC.,  
VIJAY BIST, VIJAY KUMAR, and DOES  
24 1-25,

25 Defendants.  
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Class Action Case No. CGC-15-544578

**[PROPOSED] JUDGMENT**

Date: --  
Time: --  
Dept: --  
Judge: Honorable

Complaint Filed: March 9, 2015

TRIAL DATE: NONE SET

1           This matter came on for hearing upon the motion for final approval of the  
2 settlement set forth in the Stipulation of Settlement (the “Stipulation”). Due and adequate  
3 notice having been given to the Class, and the Court having considered the Stipulation,  
4 all papers filed and proceedings had herein and all oral and written comments received  
5 regarding the proposed settlement, and having reviewed the record in this Litigation, and  
6 good cause appearing,

7           IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

8           1.     The Court, for purposes of this Judgment (“Judgment”), adopts all  
9 defined terms as set forth in the Stipulation Re: Settlement of a Class Action  
10 (“Stipulation”) filed in this case.

11           2.     The Court has jurisdiction over the subject matter of the Litigation,  
12 the Class Representative, the other Members of the Settlement Class and Defendants.

13           3.     The Court finds that the distribution of the Notice to Class Members  
14 Re: Pendency of Class Action, as provided for in the Order Granting Preliminary Approval  
15 for the Settlement and Setting Hearing on Proposed Settlement, constituted the best  
16 notice practicable under the circumstances to all Persons within the definition of the  
17 Class and fully met the requirements of California law and due process under the United  
18 States Constitution. Based on evidence and other material submitted in conjunction with  
19 the Settlement Hearing, the actual notice to the class was adequate.

20           4.     The Court finds that the instant Litigation presented a good faith  
21 dispute over meal and rest period claims, the payment of Wages, and other relief, and  
22 the Court finds in favor of settlement approval.

23           5.     The Court approves the settlement of the above-captioned action, as  
24 set forth in the Stipulation, each of the releases and other terms, as fair, just, reasonable  
25 and adequate as to the Settling Parties. The Settling Parties are directed to perform in  
26 accordance with the terms set forth in the Stipulation.

27           6.     Except as to any individual claim of those Persons (identified in  
28 Attachment A hereto) who have validly and timely requested exclusion from the

1 Settlement Class, all of the Released Claims are discharged and extinguished with  
2 prejudice as to the Class Representative and all of the other Members of the Settlement  
3 Class. The Settling Parties are to bear their own costs, except as otherwise provided in  
4 the Stipulation.

5           7.       Solely for purposes of effectuating this settlement, this Court has  
6 certified a class of all Members of the Settlement Class, as that term is defined in and by  
7 the terms of the Stipulation, and the Court deems this definition sufficient for purposes of  
8 California Rule of Court 3.765(a).

9           8.       With respect to the Settlement Class and for purposes of approving  
10 this settlement only, this Court finds and concludes that: (a) the Members of the  
11 Settlement Class are ascertainable and so numerous that joinder of all members is  
12 impracticable; (b) there are questions of law or fact common to the Settlement Class, and  
13 there is a well-defined community of interest among Members of the Settlement Class  
14 with respect to the subject matter of the Litigation; (c) the claims of Class  
15 Representatives are typical of the claims of the Members of the Settlement Class; (d) the  
16 Class Representatives have fairly and adequately protected the interests of the Members  
17 of the Settlement Class; (e) a class action is superior to other available methods for an  
18 efficient adjudication of this controversy; and (f) the counsel of record for the Class  
19 Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for the plaintiffs in  
20 their individual and representative capacities and for the Settlement Class.

21           9.       By this Judgment, the Class Representatives shall release,  
22 relinquish and discharge, and each of the Settlement Class Members shall be deemed to  
23 have, and by operation of the Judgment shall have, fully, finally, and forever released,  
24 relinquished and discharged all Released Claims (including Unknown Claims). This  
25 Judgment resolves and extinguishes the claims for civil penalties California Labor Code  
26 Section 2698 et. seq. that were asserted through this Litigation or otherwise meeting the  
27 definition of Released Claims.

1           10. Neither the Stipulation nor the settlement contained therein, nor any  
2 act performed or document executed pursuant to or in furtherance of the Stipulation or  
3 the settlement: (i) is or may be deemed to be or may be used as an admission of, or  
4 evidence of, the validity of any Released Claim; or (ii) is or may be deemed to be or may  
5 be used as an admission of, or evidence of, any fault or omission by Defendants or any  
6 of the Defendant Releasees in any civil, criminal or administrative proceeding in any  
7 court, administrative agency or other tribunal. Defendants or any of the Defendants  
8 Releasees may file the Stipulation and/or the Judgment from this Litigation in any other  
9 action that may be brought against it or them in order to support a defense or  
10 counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith  
11 settlement, judgment bar or reduction or any theory of claim preclusion or issue  
12 preclusion or similar defense or counterclaim.

13           11. The only Settlement Class Members entitled to payment pursuant to  
14 this Judgment are Participating Settlement Class Members.

15           12. Defendants have agreed to pay Class Counsel for their reasonable  
16 attorneys' fees in this matter and all additional expenses. Defendants have also agreed to  
17 pay each of the Class Representatives to reimburse them for their unique services as  
18 class representatives. The Court finds that these agreements, as set forth in the  
19 Stipulation, are fair and reasonable. Defendants are directed to make such payments in  
20 accordance with the terms of the Stipulation and any order issued prior to or in  
21 conjunction with this Judgment. Specifically, Defendants are directed to pay Class  
22 Counsel \$190,000 in attorneys' fees<sup>1</sup> and \$\_\_\_\_\_ in costs, the class representative  
23 enhancements to each of the Class Representatives in the amount of \$5,000 each, and  
24 payment to the California Labor Workforce and Development Agency in the amount of  
25 \_\_\_\_\_

26 <sup>1</sup> The Court finds the hourly rates of class counsel (\$\_\_\_ per hour for Richard A. Hoyer,  
27 \$\_\_\_ per hour for Ryan L. Hicks, \$\_\_\_ per hour for Jennifer E. McGuire, and \$\_\_ per  
28 hour for the work of their law clerks) to be reasonable and within the market range  
charged by attorneys of comparable experience, expertise, and reputation.

1 \$7,500, which the Court finds sufficient and appropriate under the circumstances.  
2 \$10,000 of the settlement proceeds have been allocated to resolution of the PAGA  
3 claims, which 75% (\$7,500) to be disbursed to the Labor Workforce and Development  
4 Agency, and the remaining 25% (\$2,500) to be distributed to the Participating Class  
5 Members via the Maximum Amount for Payments to Participating Class Members.

6 13. The Court reserves exclusive and continuing jurisdiction over the  
7 Litigation, the Class Representative, the Settlement Class and Defendants for the  
8 purposes of supervising the implementation, enforcement, construction, administration  
9 and interpretation of the Stipulation and this Judgment pursuant to C.R.C. 3.769(h).

10 IT IS SO ORDERED.

11 DATED: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court

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13 Attorneys for Defendants

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF SAN FRANCISCO  
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VALDIVIA, and FRANCISCO ROMERO  
18 on behalf of themselves, all others  
similarly situated, and the State of  
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21 vs.

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23 AMBER INDIA ENTERPRISE, INC.,  
VIJAY BIST, VIJAY KUMAR, and DOES  
24 1-25,

25 Defendants.  
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Class Action Case No. CGC-15-544578

**[PROPOSED] POSTCARD NOTICE  
OF FINAL APPROVAL OF  
SETTLEMENT AND ENTRY OF  
JUDGMENT**

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***D'sa, et al. v. Amber India Corporation, et al., Case No. CGC-15-544578***

***California Superior Court, County of San Francisco***

This notice is being mailed to all Settlement Class Members, including you, pursuant to California Rule of Court 3.771(b) to advise you that the Court has approved the settlement of this matter and entered judgment accordingly. Because you, the addressee of this notice, are a Member of the Settlement Class, and because you did not opt out of the Settlement Class, you are receiving this notice and no further action from you is required under the Judgment.