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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

11 ALFREDO TORRES, on behalf of himself and all
others similarly situated,

12 Plaintiff,

13 v.

14 RITE-WAY MEAT PACKERS, ET AL.

15 Defendants
16

17 SOFIA AMAYA, on behalf of herself and all
others similarly situated,

18 Plaintiffs,

19 v.
20

21 ROSE & SHORE, INC., ET AL.

22 Defendants.
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CASE NO. 20STCV04672

[Related to Case No. 20STCV27578]

[Assigned for all purposes to Hon. Kenneth R.
Freeman – Dept. “14”]

**STIPULATION RE: PAGA
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

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1 This Stipulation Re: California Private Attorneys General Act ("PAGA") Representative Action
2 Settlement and Release ("Agreement" or "Settlement" or "Settlement Agreement") is made and entered
3 into between the Plaintiffs ALFREDO TORRES ("Mr. Torres") and SOFIA AMAYA ("Ms. Amaya")
4 (Mr. Torres and Ms. Amaya collectively referred to as "Plaintiffs"), on behalf of themselves, the California
5 Labor and Workforce Development Agency ("LWDA") through Plaintiffs as authorized representatives
6 under the PAGA, Aggrieved Employees, and Defendants ROSE & SHORE, INC. ("Rose & Shore"),
7 RITE-WAY MEAT PACKERS, INC. ("Rite-Way"), R B R MEAT COMPANY, INC. ("R B R")(Rose
8 & Shore, Rite-Way and R B R, collectively referred to as "Rose & Shore Defendants") and Defendant
9 PERSONNEL STAFFING GROUP, LLC dba KBS Staffing ("Personnel Staffing Group")(Rose & Shore
10 Defendants and Personnel Staffing Group, collectively referred to as "Settlement Defendants"). While
11 Ms. Amaya's Complaint named defendants Partnership Staffing Solutions, LLC ("Partners Staffing
12 Solutions") and Partnership 1, Inc. dba Partnership Staffing Support ("Partnership 1")(Partners Staffing
13 Solutions and Partnership 1, collectively referred to as "PSS Defendants"), they did not participate nor
14 will they contribute monetarily to the settlement given that on or about February 22, 2024, counsel for
15 PSS Defendants indicated that PSS Defendants filed Chapter 11 bankruptcy on February 19, 2024 (Central
16 District Case No. 2:24-bk-11204). This Settlement Agreement is subject to the terms and conditions set
17 forth below and the approval of the Court. The Settlement also calls for the Parties stipulating to the filing
18 of a Consolidated Complaint, which will combine the lawsuits of *Alfredo Torres v. Rite-Way Meat*
19 *Packers, Inc.*, Los Angeles Superior Court Case No. 20STCV04672 filed on February 5, 2020 ("*Torres*
20 *Action*") and *Sofia Amaya v. Rose & Shore, Inc., et al.*, Los Angeles County Superior Court, Case No.
21 20STCV27578 filed on July 17, 2020 ("*Amaya Action*") into one lawsuit, for the sake of judicial efficiency
22 in approving the Settlement Agreement. On November 12, 2024, the Consolidated Complaint was filed
23 in the Los Angeles Superior Court pursuant to a stipulation and Court Order. The Parties have further
24 agreed that PSS Defendants will be dismissed without prejudice from the Consolidated Complaint given
25 the status of the bankruptcy proceedings. Further, PSS Defendants have agreed to cooperate with the
26 Settlement by providing the necessary information relating to temporary employees supplied by PSS
27 Defendants to work at Rose & Shore Defendants California locations.

1 **1. DEFINITIONS**

2 The following terms, when used in this Agreement, have the following meanings:

3 1.1 “Action” means the Consolidated Complaint, which combines the “*Torres* Action” and
4 *Amaya* Action” into one lawsuit, which was filed on November 12, 2024.

5 1.2 “Aggrieved Employee(s)” means the approximate 1,906 hourly non-exempt current and
6 former employees who worked for Rose & Shore Defendants, in California, which is inclusive of direct
7 hire non-exempt employees who worked for Rose & Shore Defendants in California and temporary non-
8 exempt employees placed to work for Rose & Shore Defendants in California through staffing agencies
9 Personnel Staffing Group dba KBS Staffing, Partnership Staffing Solutions, Partnership 1 dba Partnership
10 Staffing Support, during the PAGA Period. It is estimated that Aggrieved Employees worked a total of
11 35,000 pay periods during the PAGA Period.

12 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Stipulation of the
13 PAGA Representative Action Settlement and Release.

14 1.4 “Approval Date” means the date on which a signed order granting approval of this PAGA
15 Settlement Agreement is entered by the Court.

16 1.5 “Claim Amount” means an individual Aggrieved Employee’s allocation of the Net PAGA
17 Settlement.

18 1.6 “Complaint or Consolidated Complaint” means the operative Complaint, which combines
19 the *Torres* Action and the *Amaya* Action into one lawsuit, filed with the Los Angeles Superior Court on
20 November 12, 2024.

21 1.7 “Defendants” means Rose & Shore, Rite-Way, R B R, Personnel Staffing Group dba KBS
22 Staffing, Partners Staffing Solutions, and Partners 1 dba Partners Staffing Support.

23 1.8 “Defendants Counsel” means Marissa Alguire, Esq. of Akerman LLP for Rose & Shore
24 Defendants and Ronald Z. Gomez, Esq. of Korey Richardson LLP for Personnel Staffing Group..

25 1.9 “Effective Date” means the date on which the following two actions have occurred, even
26 if they occur separately: (i) the Court approves the PAGA Settlement; and (2) the Court enters final
27 judgment.

1 1.10 “Enhancement Payment” means the amount requested and to be approved by the Court to
2 be paid to the PAGA Representatives, Mr. Torres and Ms. Amaya, in recognition of the time and effort
3 expended on behalf of Aggrieved Employees, which is in addition to any amount paid to Plaintiffs as
4 Aggrieved Employees.

5 1.11 “Plaintiffs’ Counsel” refers to Michael Nourmand and James A. De Sario of The
6 Nourmand Law Firm, APC for Ms. Amaya and Joseph Lavi, Esq., Vincent Granberry, Esq. and
7 Elizabeth Harrier, Esq. for Mr. Torres.

8 1.12 “Gross PAGA Settlement Amount” is the sum of Seven Hundred Eighty Five Thousand
9 Dollars and Zero Cents (\$785,000.00), of which Rose & Shore Defendants will fund \$770,000 and
10 Personnel Staffing Group will fund \$15,000.

11 1.13 “LWDA” means the California Labor and Workforce Development Agency.

12 1.14 “Net PAGA Settlement Amount” is the portion of the Gross PAGA Settlement Amount
13 available for distribution to the LWDA and Aggrieved Employees, as described in this Agreement, after
14 deduction of Plaintiffs’ attorneys’ fees, Plaintiffs’ litigation costs, Settlement Administrator Costs, and
15 the Enhancement Payment to Plaintiffs. From the Net PAGA Settlement Amount 75% will allocated to
16 the LWDA and 25% will be allocated to Aggrieved Employees on a pro rata basis.

17 1.15 “PAGA” means Private Attorneys General Act of 2004, California Labor Code §§ 2698,
18 *et seq.*

19 1.16 “PAGA Period” is defined as February 5, 2019 through March 1, 2022.

20 1.17 “PAGA Settlement” means the settlement of the representative PAGA claims asserted in
21 the Actions.

22 1.18 “Parties” mean Defendants and Plaintiffs.

23 1.19 “Plaintiffs” are Ms. Amaya and Mr. Torres.

24 1.20 “Plaintiffs’ Individual Settlement Release Payment” is the amount to be paid to Plaintiffs
25 by Rose & Shore Defendants, separate and apart from the Gross PAGA Settlement Amount in the
26 amount of Fifty Thousand Dollars and No Cents (\$50,000) to each Plaintiff (i.e., \$50,000 paid to Ms.
27 Amaya and \$50,000 paid to Mr. Torres), in exchange for a full and final settlement of each of all of their

1 individual claims that were subject to arbitration, including a general release under Civil Code § 1542,
2 so as to effectuate a full, final, and complete a release and waiver of any and all claims of any kind, as
3 fully and broadly as possible under the law. Plaintiffs' individual wage and hour Labor Code claims
4 include (1) failure to pay proper overtime wages; (2) failure to pay all time worked at minimum wages;
5 (3) failure to provide meal periods or the proper meal premium in its lieu; (4) failure to provide rest
6 periods or the proper rest premium in its lieu; (5) failure to pay all wages due upon termination; (6)
7 failure to provide complete and accurate wage statements; and(7) unfair business practices in violation
8 of the Business and Professions Code section 1720, *seq.* In addition, and in exchange for the Individual
9 Settlement Release Payment, Plaintiffs will release any and all claims in connection with their
10 employment with Defendants, including the release outlined in Section 5.2 of this Settlement
11 Agreement. Plaintiffs' Individual Settlement Release Payment is dependent on the Court's approval of
12 the PAGA settlement.

13 1.21 "QSF" means a Qualified Settlement Fund set up by the Settlement Administrator and from
14 which the payments under this Settlement Agreement shall be made.

15 1.22 "Qualifying Pay Period(s)" are the pay periods worked by each Aggrieved Employees
16 during the PAGA Period in California. The calculation of an Aggrieved Employee's pay periods and a
17 determination as to whether an Aggrieved Employee worked any hours in California in a particular pay
18 period shall be construed from Defendants' time and payroll records.

19 1.23 "Released PAGA Claims" shall mean any and all claims, rights, demands, liabilities and
20 causes of action that arose during the PAGA Period for civil penalties under the PAGA that were pled or
21 which reasonably could have been pleaded based on the factual allegations pled in Plaintiffs' notices to
22 the LWDA and the Consolidated Complaint in the Action alleging claims for PAGA civil penalties, and
23 the theories on which the PAGA claims are premised including: (1) failure to pay proper overtime wages;
24 (2) failure to pay all time worked at minimum wage; (3) failure to provide meal periods or the proper meal
25 premium in its lieu; (4) failure to provide rest periods or the proper rest premium in its lieu; (5) failure to
26 pay all wages due upon termination; (6) failure to provide complete and accurate wage statements; and
27 (7) unfair business practices in violation of the Business and Professions Code section 1720, *seq.*

1 Aggrieved Employees cannot opt-out of the Released PAGA Claims. The Released PAGA Claims
2 exclude claims for workers' compensation or unemployment insurance benefits and Plaintiffs' individual
3 wage and hour claims for unpaid wages, interest, liquidated damages, statutory penalties, etc.

4 1.24 "Released Parties" means Rose & Shore, Rite-Way, R B R, Personnel Staffing Group,
5 Partnership Staffing Solutions, Partnership 1 dba Partnership Staffing Support and any other person or
6 entity that is or could be claimed to be an employer of any Aggrieved Employee with respect to the
7 Released PAGA Claims for work performed for or through Rose & Shore Defendants, and each of their
8 past, present and future officers, owners, directors, partners, employees, shareholders, agents, trustees,
9 representatives, attorneys, insurers, reinsurers, customers, parent companies, investors, members, direct
10 and indirect equity holders and control persons, subsidiaries, divisions, affiliates, predecessors, successors,
11 assigns, and their respective heirs, estates, executors, administrators, successors and assigns, as well as
12 any individual or entity that could be alleged to be jointly liable with Rose & Shore Defendants.

13 1.25 "Settlement Administrator" means and refers to CPT Group, Inc. ("CPT"), the third-party
14 entity that will administer the Agreement as outlined in Sections 4 and 6, or any other third-party
15 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
16 administering this Settlement Agreement. The Parties each represent that they do not have any financial
17 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
18 Administrator that could create a conflict of interest.

19 2. DESCRIPTION OF THE LITIGATION

20 2.1 On or about February 5, 2020, Mr. Torres provided notice to the LWDA and Rite-Way
21 ("Torres PAGA Notice") of the alleged wage and hour Labor Code violations to exhaust administrative
22 remedies under the PAGA. The Torres PAGA Notice provided the facts and the alleged theories on
23 which the PAGA claims are premised in Mr. Torres' Action, including: (1) failure to pay proper
24 overtime wages; (2) failure to pay all time hours at the proper minimum wage; (3) failure to provide
25 meal periods or the proper meal premium in its lieu; (4) failure to provide rest periods or the proper rest
26 premium in its lieu; (5) failure to pay all wages upon termination; and (6) failure to provide accurate
27 wage statements. All of which Settlement Defendants deny.

1 2.2 On February 5, 2020, Mr. Torres filed a putative wage and hour class action Complaint in
2 the Los Angeles Superior Court – Case No. 20STCV04672, alleging causes of action for (1) failure to
3 pay proper overtime; (2) failure to pay all time worked at the proper minimum wage; (3) failure to
4 provide meal periods or the proper meal premium in its lieu; (4) failure to provide rest periods or the
5 proper rest premium in its lieu; (5) failure to pay all wages upon termination; (6) failure to provide
6 accurate wage statements; and (7) unfair competition. All of which Settlement Defendants deny.

7 2.3 Since the LWDA did not respond to Mr. Torres' PAGA Notice, on about July 7, 2020,
8 Mr. Torres filed a First Amended Complaint, which added a cause of action under the PAGA for the
9 asserted Labor Code violations.

10 2.4 On or about July 16, 2020, Ms. Amaya provided notice to the LWDA and Rose & Shore,
11 Rite-Way, R B R, Personnel Staffing Group, Partnership Staffing Solutions, Partnership 1 dba
12 Partnership Staffing Support and KBS Staffing ("Amaya PAGA Notice") of the alleged wage and hour
13 Labor Code violations to exhaust administrative remedies under the PAGA. The Amaya PAGA Notice
14 provided the facts and the alleged theories on which the PAGA claims are premised in Ms. Amaya's
15 Action, including: (1) failure to pay proper overtime wages; (2) failure to pay all time worked at the
16 proper minimum wage; (3) failure to provide rest periods or the proper rest premium in its lieu; (4)
17 failure to pay all wages upon termination; and (5) failure to provide accurate wage statements. All of
18 which Settlement Defendants deny.

19 2.5 On July 17, 2020, Ms. Amaya filed a putative wage and hour class action Complaint in
20 the Los Angeles Superior Court – Case No. 20STCV27578, alleging causes of action for (1) failure to
21 pay overtime; (2) failure to pay minimum wages; (3) failure to provide rest periods; (4) failure to pay all
22 wages upon termination; (5) failure to provide accurate wage statements; and (6) unfair competition. All
23 of which Settlement Defendants deny.

24 2.6 Since the LWDA did not respond to Ms. Amaya's PAGA Notice, on about November 17,
25 2020, Ms. Amaya filed a First Amended Complaint, which added a cause of action under the PAGA for
26 the asserted Labor Code violations.

1 2.7 Based on an arbitration agreement with a class action waiver provision, that was
2 allegedly entered into between Ms. Amaya and PSS Defendants, on or about April 4, 2023, the court
3 granted PSS' Defendants' Motion to Compel Arbitration, on an individual basis and dismissed the
4 representative PAGA claim, pursuant to the ruling in *Viking River Cruises, Inc. v. Moriana* (2022) 142
5 S. Ct. 1906; however the Court stayed enforcement of its dismissal of the representative claim pending
6 the ruling in *Adolph v. Uber Tech., Inc.* (2023) 14 Cal.5th 1104. On or about July 10, 2023, the Court
7 issues a similar ruling in Mr. Torres' Action. On April 18, 2023, the Court, based on the July 17, 2023
8 decision in *Adolph*, entered a new order reinstating the representative PAGA claim in both the Amaya
9 and Torres Actions. The Court also stayed the representative PAGA claims pending completion of
10 individual arbitration in both Actions.

11 2.8 On February 26, 2024, the Plaintiffs and Settlement Defendants engaged in a full day of
12 private mediation with Steven J. Serratore. PSS Defendants did not participate at mediation given that on
13 or about February 22, 2024, counsel for PSS Defendants indicated that PSS Defendants filed Chapter 11
14 bankruptcy on February 19, 2024 (Central District Case No. 2:24-bk-11204). The mediation resulted in a
15 mediator's proposal of Plaintiffs' PAGA representative and individual Labor Code claims that was
16 ultimately accepted by both Parties. At all times, the Parties' settlement negotiations have been non-
17 collusive, adversarial, and at arm's length. Moreover, the Parties' negotiations were guided by a highly
18 experienced private mediator. While PSS Defendants did not participate at mediation nor will they
19 contribute monetarily to the Settlement, PSS Defendants have agreed to cooperate in providing Rose &
20 Shore Defendants with necessary information (i.e., pay periods, contact information, social security
21 numbers) relating to Aggrieved Employees who were placed to work at Rose & Shore Defendant's
22 California location by PSS Defendants during the PAGA Period. The Settlement also calls for the Parties
23 stipulating to the filing of a Consolidated Complaint, which will the *Torres* Action and the *Amaya* Action")
24 into one lawsuit, for the sake of judicial efficiency in approving the Settlement.

25 2.9 Discussions between counsel for the Parties, document productions, extensive legal
26 analysis, the production of information by Defendants to Plaintiffs' Counsel and the detailed analysis of
27 the records, have permitted the Parties to assess the relative merits of the theories advanced by Plaintiffs
in support of their PAGA claims and Settlement Defendants' defenses to those theories of liability.

1 2.10 Plaintiffs and Settlement Defendants acknowledge that expense and time associated with
2 protracted litigation necessary to litigate the Actions through trial and through any possible appeal.
3 Plaintiffs also have taken into account the uncertainty and risks of the outcome of further litigation, and
4 the difficulties and delays inherent in such litigation. The Parties' counsel are also aware of the burdens
5 of proof necessary to establish liability for the claims asserted in the Actions, both generally and in
6 response to Defendants' defenses thereto, and the difficulties in establishing underlying liability, which
7 only then triggers penalties under PAGA in some instances. The Parties also acknowledge that
8 Settlement Defendants' agreement to settle confers benefits to the LWDA, on behalf of the State of
9 California, and Aggrieved Employees. Based on the foregoing, Plaintiffs and Settlement Defendants
10 have determined that the Settlement set forth in this Settlement Agreement is fair, adequate, and
11 reasonable, and is in the best interests of all Aggrieved Employees and Plaintiffs.

12 2.11 Settlement Defendants have concluded that any further defense of this litigation would be
13 protracted and expensive for all Parties. Substantial amounts of Settlement Defendants' time and
14 resources have been, and unless this Settlement is completed, will continue to be devoted to the defense
15 of the Plaintiffs' claims. Settlement Defendants have also taken into account the risks of further litigation
16 in reaching their decision to enter into this Settlement Agreement. Even though Settlement Defendants
17 continue to contend that they are not liable, they have agreed, nonetheless, to settle in the manner and
18 upon the terms set forth in this Agreement to put to rest the claims in these Actions. Settlement Defendants
19 have claimed and continue to claim that the Released PAGA Claims have no merit and do not give rise to
20 liability. This Settlement Agreement is a compromise of disputed claims. Nothing contained in this
21 Settlement Agreement, no documents referred to herein, and no action taken to carry out this Settlement
22 Agreement, may be construed or used as an admission by or against Settlement Defendants as to the merits
23 or lack thereof of the claims asserted in the Actions. Settlement Defendants contend that they have
24 complied with all applicable state, federal, and local laws.

25 2.12 The Parties agree that the above-described investigation and evaluation, as well as
26 discovery and the information exchanged to date, are more than sufficient to assess the merits of the
27 respective Parties' positions and to compromise the issues on a fair and equitable basis. The Parties wish

1 to settle the Actions in a manner and upon such terms and conditions set forth herein in order to avoid
2 further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse
3 outcome each of the Parties potentially face in the Actions. Therefore, the Parties desire to resolve the
4 claims in the Action. The Parties and their counsel are of the opinion that the Agreement is a fair,
5 reasonable, and adequate compromise of the disputed claims in light of all known facts and circumstances
6 and warrants approval by the Court.

7 **3. SCOPE OF THE REPRESENTATIVE ACTION**

8 3.1 The scope of the Action encompassed under the Settlement Agreement, who are entitled
9 to recover under this Agreement and are subject to all obligations and duties required under the
10 Agreement, shall include the Plaintiffs and Aggrieved Employees as defined in Section 1.2 and 1.19.

11 **4. TERMS OF THE SETTLEMENT**

12 The Parties agree as follows:

13 4.1 Gross PAGA Settlement Amount: In consideration and exchange for the Release of Claims
14 by Aggrieved Employees described in Section 5.1, Settlement Defendants shall pay the Gross PAGA
15 Settlement Amount of \$785,000, subject to any and all reductions as set forth in this Settlement
16 Agreement. Funding of the Gross PAGA Settlement Amount shall occur within sixty (60) calendar days
17 of the Effective Date and shall be held in trust in the QSF by the Settlement Administrator. The Gross
18 PAGA Settlement Amount includes payments to Aggrieved Employees, all attorneys' fees, litigation
19 expenses related to the Actions incurred to date, Settlement Administrator Costs, the Enhancement
20 Payment requested by Plaintiffs, the 75% allocation to the LWDA and the 25% allocation to the Aggrieved
21 Employees.

22 4.2 Attorneys' Fees and Costs: Plaintiffs' Counsel will apply to the Court for attorneys' fees
23 of 33% of the Gross PAGA Settlement Amount or Two Hundred Sixty One Thousand Six Hundred Sixty
24 Six Dollars and Sixty Four Cents (\$261,666.64), which shall be paid from the Gross PAGA Settlement
25 Amount. Settlement Defendants have agreed to not oppose Plaintiffs' Counsels' application for attorneys'
26 fees. Plaintiffs' Counsel will also be entitled to reimbursement for advanced litigation expenses not to
27 exceed Forty Thousand Dollars and No Cents (\$40,000), which shall be paid from the Gross PAGA

1 Settlement Amount. Settlement Defendants have agreed to not oppose Plaintiffs' Counsels' request for
2 reimbursement for litigation costs so long as they do not exceed the \$40,000 threshold. The Settlement
3 Administrator will issue Plaintiffs' Counsel an IRS Form 1099 for the attorneys' fees and costs paid under
4 this Agreement. In the event that the Court awards less than the requested attorneys' fees and/or costs,
5 the portion of the requested amounts not awarded to Plaintiffs' Counsel shall be added to the Net PAGA
6 Settlement Amount to be distributed to the LWDA and Aggrieved Employees.

7 4.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from
8 the Gross PAGA Settlement Amount and shall not exceed \$13,250. In the event that the Court awards less
9 than the Settlement Administration Costs requested here, then any portion of the requested amount not
10 awarded to the Settlement Administration Costs shall be added to the Net PAGA Settlement Amount to
11 be distributed to the LWDA and Aggrieved Employees.

12 4.4 Enhancement Payment: Plaintiffs' Counsel, on behalf of Plaintiffs, shall apply to the Court
13 for an Enhancement Payment to the Plaintiffs in an amount not to exceed Five Thousand Dollars and No
14 Cents (\$5,000) to each Plaintiff (i.e., \$5,000 to Ms. Amaya and \$5,000 to Mr. Torres) to compensate them
15 for the risk, time, and expense of their involvement in the Actions and securing the benefit of this
16 Settlement Agreement for Aggrieved Employees. The Enhancement Payment is in addition to the Claim
17 Amount Plaintiffs would otherwise be due under the Settlement Agreement as an Aggrieved Employee.
18 Settlement Defendants have agreed to not oppose Plaintiffs' request for an Enhancement Payment to
19 Plaintiffs so long as it does not exceed the amount stated herein. The Enhancement Payment will be
20 designated as a non-wage payment and reported on an IRS Form 1099. In the event that the Court awards
21 less than the Enhancement Payment amount requested, then any portion of the requested amount not
22 awarded to the Plaintiffs shall be added to the Net PAGA Settlement Amount to be distributed to the
23 LWDA and Aggrieved Employees.

24 4.5 PAGA Payment to the LWDA: Seventy-Five percent (75%) of the Net PAGA Settlement
25 Amount will then be paid to the LWDA. Although highly unlikely, any amount not approved by the Court
26 for the allocated PAGA Payment to the LWDA shall be added to the Net PAGA Settlement Amount to be
27 distributed to Aggrieved Employees on a pro rata basis.

1 4.6 Net PAGA Settlement Amount: The balance of the Gross PAGA Settlement Amount after
2 the payment of Plaintiffs' Counsels' Attorneys' Fees, Plaintiffs' Counsels' Litigation Costs, the
3 Enhancement Payment to Plaintiffs, and the Settlement Administrator's Expenses, have been subtracted.
4 The Parties estimate the Net PAGA Settlement Amount as follows:

5	Gross PAGA Settlement Amount:	\$785,000.00
6	Plaintiff's Counsel's Attorneys' Fees	-\$261,666.64
7	Plaintiff's Counsel's Litigation Costs	-\$ 35,000.00
8	Enhancement Payment to Plaintiff	-\$ 10,000.00
9	Settlement Administration Costs	-\$ 13,250.00
10	Net PAGA Settlement Amount (estimated)	\$ 465,083.36

11 From the Net PAGA Settlement Amount, 75% will be paid to the LWDA and 25% will be paid to
12 Aggrieved Employees on a *pro rata* basis as described below in Section 4.8.

13 4.7 No Additional Benefits Contributions: All Claim Amounts paid to Aggrieved Employees
14 shall be deemed to be non-taxable penalties for which they will receive IRS Form 1099. It is expressly
15 understood and agreed that the receipt of such Claim Amounts will not entitle any Aggrieved Employee
16 to any new or additional compensation or benefits under any company bonus or other compensation or
17 benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any
18 Aggrieved Employee to any increased retirement benefits or matching benefits, or deferred compensation
19 benefits. It is the intent of this Agreement that the Claim Amounts provided for in this Agreement are the
20 sole payments to be made by Settlement Defendants to the Aggrieved Employees in connection with this
21 Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan
22 document that might have been in effect during the period covered by this Agreement).

23 4.8 Pro Rata Distribution Formula: Payment to Aggrieved Employees of their Claim Amount
24 will not require the submission of a claim form. A Net PAGA Settlement Amount will be determined by
25 subtracting from the Gross PAGA Settlement Amount any amounts for approved attorneys' fees, litigation
26 costs, any Enhancement Payment to the Plaintiffs, and the Settlement Administrator Costs. From the Net
27 PAGA Settlement Amount, 75% will be allocated to the LWDA and 25% to the Aggrieved Employees on

1 a pro rata basis. To the extent an Aggrieved Employee's short duration of employment resulted in a
2 Qualifying Pay Period that is some fraction less than one (1) total Qualifying Pay Period, their Qualifying
3 Pay Period number shall be rounded up to equal one (1) Qualifying Pay Period. From the 25% allocation
4 of the Net PAGA Settlement Amount to Aggrieved Employees, each Aggrieved Employee's pro rata share
5 will be determined by dividing their total Qualifying Pay Periods within the PAGA Period by the total
6 Qualifying Pay Periods of all Aggrieved Employees within the PAGA Period. That fraction will then be
7 multiplied by the remaining 25% of the Net PAGA Settlement Amount allocation to Aggrieved
8 Employees to arrive at the Aggrieved Employee's individual share of the Net PAGA Settlement Amount.

9 4.9 No Tax Withholdings: The entirety (100%) of each Aggrieved Employee's share of the
10 Net PAGA Settlement Amount shall be allocated for payment of disputed civil penalties, and no amount
11 shall be deducted for any taxes. This portion of the Claim Amount consists of other income, not wages,
12 for which the Aggrieved Employees shall receive an IRS Form 1099-MISC. Settlement Defendants shall
13 not be liable for the payment of employer taxes for any portion of the Net PAGA Settlement Amount.

14 4.10 No Additional Contribution by Settlement Defendants: Settlement Defendants' monetary
15 obligation under this Agreement is limited to the Gross PAGA Settlement Amount and Plaintiffs'
16 Individual Settlement Release Payment. All other costs and expenses arising out of or in connection with
17 the performance of this Settlement Agreement shall be paid from the Gross PAGA Settlement Amount.
18 However, in the event this Settlement Agreement is deemed null and void because the Court, in its
19 independent determination, finds that the Settlement Agreement does not meet the standards for settlement
20 approval under the PAGA, then Settlement Defendants shall be solely responsible for the costs of the
21 Settlement Administrator incurred between the date the Settlement Agreement was executed and the date
22 of such event.

23 4.11 In consideration and exchange for the Release by Plaintiff described in Section 5.2,
24 Settlement Defendants shall pay Plaintiffs' Individual Settlement Release Payment in the amount of
25 \$50,000 to each Plaintiff. Funding of Plaintiffs' Individual Settlement Release Payment shall occur
26 within sixty (60) calendar days of the Effective Date and shall be held in trust in the QSF by the Settlement
27 Administrator.

1 **5. RELEASE**

2 **5.1 Release of Claims by Aggrieved Employees:** Upon the Effective Date and Settlement
3 Defendants funding the Gross PAGA Settlement Amount, Plaintiffs and all Aggrieved Employees will be
4 deemed to fully, finally and forever release their Released PAGA Claims as to all Released Parties. In
5 addition, on the Effective Date, all Aggrieved Employees and their successors in interest will be
6 permanently enjoined and forever barred from prosecuting any of the Released PAGA Claims against any
7 of the Released Parties.

8 **5.2 Release by Plaintiffs:** Upon the Effective Date and Settlement Defendants funding
9 Plaintiffs' Individual Settlement Release Payment, Plaintiffs agree to release and forever discharge all
10 claims known or unknown, accrued or unaccrued, they have or may have against Defendants and the
11 Released Parties, including execution of a California *Civil Code* section 1542 release and waiver. In
12 consideration of Plaintiffs' Individual Settlement Release Payment, the Plaintiffs fully release and forever
13 discharge the Released Parties from any and all actions, causes of action, claims, charges, complaints,
14 liabilities, obligations, promises, agreements, controversies, damages, actions, suits, rights, demands,
15 liens, costs, losses, debts, penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys'
16 fees and costs, interest, punitive damages and expenses (including, without limitation, back wages,
17 penalties, liquidated damages, and attorneys' fees and costs actually incurred) or liabilities of any kind
18 which have been or could have been asserted against the Released Parties arising out of or relating to: (i)
19 Plaintiffs' employment with Defendants, and/or any other occurrence taking place on or before the
20 effective date of this Agreement, known or unknown, suspected or unsuspected, including but not limited
21 to claims arising out of, based upon, or relating to Plaintiffs' employment with the Defendants, or the
22 remuneration for such employment, the terms and conditions of such employment, employee benefits
23 related to such employment, the termination of such employment, and/or any of the events relating directly
24 or indirectly to or surrounding such termination, (ii) any and all wage and hour claims and any
25 representative claims predicated on any alleged claims including any wage and hour claims; (iii) any and
26 all claims of discrimination (including harassment), whistleblowing or retaliation in employment (whether
27 based on federal, state or local law, statutory or decisional), including without limitation, all claims under
the Age Discrimination in Employment Act of 1967 (the "ADEA"), the Older Workers Benefit Protection

1 Act ("OWBPA"), 29 U.S.C. § 621 *et seq.*, the Worker's Adjustment and Retraining Notification Act
2 ("WARN"), Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), the Americans with
3 Disabilities Act, as amended ("ADA"), the Civil Rights Act of 1991, the Pregnancy Discrimination Act
4 ("PDA"), the Pregnant Workers Fairness Act ("PWFA"), the Reconstruction Era Civil Rights Act of 1866,
5 42 USC §§ 1981-86, as amended, the Equal Pay Act ("EPA"), the Family and Medical Leave Act, as
6 amended ("FMLA"), the Fair Labor Standards Act ("FLSA"), the Employee Retirement Income Security
7 Act ("ERISA") (other than claims with regard to vested benefits), Sections 503 and 504 of the
8 Rehabilitation Act of 1973, the Occupational Safety and Health Act ("OSHA"), the Consolidated Omnibus
9 Budget Reconciliation Act ("COBRA"), the National Labor Relations Act ("NLRA"), the Genetic
10 Information Nondiscrimination Act ("GINA"), the Families First Coronavirus Relief Act ("FFCRA"), the
11 Immigration Reform and Control Act, the Corporate and Criminal Fraud Accountability Act of 2002, the
12 Private Attorneys General Act, the Uniformed Services Employment and Reemployment Rights Act, the
13 Sarbanes-Oxley Act of 2002, the Fair Credit Reporting Act, California Family Rights Act – Cal. Gov't
14 Code § 12945.2, California Fair Employment and Housing Act – Cal. Gov't Code § 12900 *et seq.*, the
15 California Business & Professions Code §§ 17200, *et seq.*, California Unruh Civil Rights Act – Cal. Civ.
16 Code § 51 *et seq.*, Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health
17 & Safety Code § 120775 *et seq.*, California Confidentiality of Medical Information Act – Cal. Civ. Code
18 § 56 *et seq.*, California Parental Leave Law – Cal. Lab. Code § 230.7 *et seq.*, California Military Personnel
19 Bias Law – Cal. Mil. & Vet. Code § 394, The California Occupational Safety and Health Act, as amended,
20 and any applicable regulations thereunder, the California Consumer Credit Reporting Agencies Act – Cal.
21 Civ. Code § 1785 *et seq.*, California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code §
22 1786 *et seq.*, the California Consumer Privacy Act, the California Privacy Rights Act, those provisions of
23 the California Labor Code that lawfully may be released, any other federal, state or local civil or human
24 rights law or any other federal, state or local law, regulation or ordinance, and California common law;
25 (iv) any and all waivable claims for unpaid wages under any other state or local law; (v) any and all
26 waivable rights under the California Constitution; (vi) any and all claims for wrongful discharge or public
27 policy; (vii) any and all claims for damages of any kind whatsoever, including without limitation
compensatory, punitive, treble, liquidated and/or consequential damages; (viii) any and all claims under

1 any contract, whether express or implied, conversion, promissory estoppel; (ix) any and all claims for
2 unintentional or intentional torts, invasion of privacy, defamation, slander, libel, assault, battery, false
3 imprisonment, emotional distress and pain and suffering; (x) any and all claims for violation of any
4 statutory or administrative rules, regulations, ordinances or codes; and (xi) any and all claims for
5 attorneys' fees, paralegals' fees, costs, disbursements, wages, leave, bonuses, benefits, vacation and/or the
6 like. Plaintiffs represent that Plaintiffs know of no claim against the Released Parties that Plaintiffs have
7 not released by this Paragraph. Plaintiffs understand and agree that this Settlement Agreement is binding
8 on Plaintiffs and on anyone who succeeds Plaintiffs' rights. Moreover, without limiting the generality of
9 the foregoing, Plaintiffs expressly release all claims or rights that exist at the time of the execution of this
10 Settlement Agreement arising out of alleged violations of any contracts, express or implied (including but
11 not limited to any contract of employment); any contract or covenant of good faith or fair dealing (express
12 or implied); any tort, including, without limitation, negligence, fraud, misrepresentation under California
13 *Labor Code* § 970, negligent infliction of emotional distress, intentional infliction of emotional distress,
14 slander and defamation; wrongful or constructive termination; any "retaliation" claims; any claims
15 relating to any breach of public policy; any legal restrictions on Defendant's right to discharge employees
16 or refuse to hire applicants; and any federal, state, or other governmental statute, regulation, order or
17 ordinance. However, Plaintiffs do not release any workers' compensation claims.

18 Further, Plaintiffs expressly waive and relinquish all rights and benefits afforded by section 1542
19 of the *Civil Code* of the State of California and does so understanding and acknowledging the
20 significance of such specific waiver of section 1542. Specifically, Plaintiffs waive their rights under
21 Section 1542 of the *Civil Code*, which states:

22 **A general release does not extend to claims that the creditor or**
23 **releasing party does not know or suspect to exist in his or her favor at**
24 **the time of executing the release and that, if known by him or her,**
would have materially affected his or her settlement with the debtor
or released party.

25 6. SETTLEMENT ADMINISTRATION

26 6.1 Cooperation and Court's Approval of Settlement: The Parties will cooperate in obtaining
27 through written stipulation and/or unopposed motion, an Order from the Court approving the PAGA

1 Settlement and entering final judgment for the payment of the Gross PAGA Settlement Amount (the
2 "Order"). The Parties will seek the Court's approval of the PAGA Settlement and the payment of penalties
3 as described in this Settlement Agreement by way of a stipulation and/or unopposed motion to be filed by
4 Plaintiffs' counsel or as directed by the Court. Plaintiffs' counsel will file this Settlement Agreement with
5 the Court for its approval, along with a Proposed Order Granting PAGA Settlement and Judgment.

6 **6.2 Duties of Settlement Administrator:** The Settlement Administrator shall be responsible
7 for: 1) receiving Aggrieved Employee pay period information and contact information, as well as
8 confirming addresses are valid, as provided for herein; 2) calculating and/or confirming estimated Claim
9 Amounts; 3) taking appropriate steps to trace and locate any Aggrieved Employee whose address or
10 contact information as provided to the Settlement Administrator is inaccurate or outdated and mailing the
11 Notice of Settlement to Aggrieved Employees along with their Claim Amounts; 4) maintaining a QSF; 5)
12 determining and paying the final Claim Amounts due to be paid to Aggrieved Employees under this
13 Agreement; 6) reporting to Plaintiffs' Counsel and Settlement Defendants' Counsel regarding the statistics
14 of the administration, including (a) the number of Notice of PAGA Settlements and corresponding
15 settlement checks mailed to Aggrieved Employees; (b) the number of forwarded or re-mailed mailings;
16 (c) the number of total undeliverable mailings; (d) the number of address traces performed for
17 undeliverable mailings; (e) the number of mailings undeliverable from traced addresses; and (f) carrying
18 out other related tasks as necessary to effectuate the terms of this Settlement Agreement and any Order of
19 the Court.

20 **6.3 Aggrieved Employee Data to Settlement Administrator:** No later than ten (10) business
21 days after the Effective Date, Settlement Defendants shall provide the Settlement Administrator with a list
22 of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees' List shall state
23 the first name and last name in separate columns for each Aggrieved Employee; the last known home
24 address for each Aggrieved Employee; each Aggrieved Employee's social security number; and the
25 number of pay periods during which each Aggrieved Employee worked during the PAGA Period. The
26 Aggrieved Employees List contains confidential and/or private information and will be transmitted via
27 password protected means. The Settlement Administrator shall keep the Aggrieved Employees List strictly
confidential and shall not disclose the information to any other person or entity.

1 6.4 Payments to Settlement Administrator, Plaintiffs' Counsel for Attorneys' Fees, Plaintiffs'
2 counsel for Litigation Costs, Plaintiffs' Enhancement Payment, and to Payment to the LWDA: No later
3 than five (5) calendar days after funding of the Gross PAGA Settlement Amount from Settlement
4 Defendants, the Settlement Administrator shall: (1) withdraw the amount allocated to the Settlement
5 Administrator for the Settlement Administrator's costs; (2) deliver payment of Plaintiffs' Counsels'
6 attorneys' fees; (3) deliver payment of Plaintiffs' Counsels' litigation costs; (4) deliver payment of the
7 Enhancement Payment payable to Plaintiffs; and (5) then, 75% of the Net PAGA Settlement Amount shall
8 be paid to the LWDA. The Settlement Administrator shall send, via UPS or other similar overnight carrier
9 that allows for tracking of delivery, a check for the Court-approved attorneys' fees and litigation expenses
10 to Plaintiffs' Counsel, along with the checks for the Court-approved Enhancement Payment for Plaintiffs,
11 care of Plaintiffs' Counsel, unless another mailing method is requested by Plaintiffs' Counsel.

12 6.5 Settlement Administrator's Mailing of Notice of PAGA Settlement and Settlement Check
13 to Aggrieved Employees: No later than five (5) calendar days after funding of the Gross PAGA Settlement
14 Amount from Settlement Defendants, the Settlement Administrator shall run a National Change of
15 Address update and shall mail the Notice of PAGA Settlement (in the form attached hereto as Exhibit
16 "A") together with the Aggrieved Employee's respective settlement check consisting of the Claim
17 Amount to Plaintiffs and all Aggrieved Employees by first-class United States mail, postage prepaid, to
18 the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA
19 Settlement and settlement checks and return all undeliverable Notices of PAGA Settlement and settlement
20 checks to the Settlement Administrator. The Notice of PAGA Settlement shall be prepared in English and
21 Spanish to be translated by the Settlement Administrator and approved by Counsel. For each Notice of
22 PAGA Settlement and corresponding settlement check that is returned as undeliverable, the Settlement
23 Administrator shall promptly attempt to locate the Aggrieved Employee by using standard skip-tracing
24 methods such as the use of the NCOA database and/or address refresher database to obtain forwarding
25 addresses of the Aggrieved Employee and then re-mail the Notice of PAGA Settlement and the settlement
26 check to the Aggrieved Employee at the newly located address.

27 6.6 Settlement Check Expiration and Uncashed Checks: The settlement checks issued to
Aggrieved Employees shall remain valid for one hundred eighty (180) days from the date they are mailed.

1 Thereafter, the checks shall become null and void, and any uncashed checks or funds represented by
2 settlement checks returned as undeliverable shall be distributed to the Controller of the State of California
3 to be held pursuant to the Unclaimed Property Law, California Civil Code §1500 et seq. for the benefit of
4 those Aggrieved Employees who did not cash their checks until such time that they claim their property.

5 **6.7 Settlement Administrator's Payment of Plaintiffs' Individual Settlement Release Payment:**

6 No later than five (5) calendar days after funding of Plaintiffs' Individual Settlement Release Payment
7 from Settlement Defendants, the Settlement Administrator shall send, via UPS or other similar overnight
8 carrier that allows for tracking of delivery, a check for Plaintiffs' Individual Settlement Release Payment
9 to Plaintiffs' Counsel, unless another mailing method is requested by Plaintiffs' Counsel.

10 **7. MISCELLANEOUS TERMS**

11 **7.1 Circular 230 Disclaimer:** Each party to this Agreement (for purposes of this section, the
12 "Acknowledging Party"; and each party to this Agreement other than the Acknowledging Party, an "Other
13 Party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication
14 or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be,
15 nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice
16 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended);
17 (2) the Acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and
18 tax advisers for advice (including tax advice) in connection with this Agreement, (b) has not entered into
19 this Agreement based upon the recommendation of any other party or any attorney or advisor to any other
20 party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to
21 any other party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no
22 attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any
23 such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
24 disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including
25 any transaction contemplated by this Agreement.

26 **7.2 No Admission of Liability.** Settlement Defendants deny liability for any claims alleged by
27 Plaintiffs on their own behalf, on behalf of Aggrieved Employees, and on behalf of California agencies,
including but not limited to the Department of Industrial Relations, Division of Labor Standards

1 Enforcement, and LWDA, including the claims alleged in the Actions. This Agreement does not
2 constitute, and is not intended to constitute, an admission by any Settlement Defendant as to the merits,
3 validity, or accuracy of any of the allegations or claims made against them in the Actions. Nothing in this
4 Agreement, nor any action taken in implementation thereof, nor any statements, discussions or
5 communications, nor any materials prepared, exchanged, issued or used during the course of the
6 negotiations leading to this Agreement, is intended by the Parties to constitute, nor will any of the
7 foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial,
8 arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any
9 federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty
10 at law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly
11 or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or
12 proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
13 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose.
14 Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that has
15 as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or
16 judgments of the Court entered in connection with the Agreement. None of the documents produced or
17 created by Plaintiffs or the Aggrieved Employees in connection with the litigation and settlement of these
18 Actions constitute, and they are not intended to constitute, an admission by Settlement Defendants of any
19 violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any
20 obligation or duty at law or in equity.

21 7.3 Nullification: If the Court should for any reason refuse to approve the PAGA Settlement,
22 including the payment of PAGA penalties or the release of claims as described in this Agreement, then
23 (a) this Agreement shall be considered null and void, (b) all Parties to this Agreement shall stand in the
24 same position, without prejudice, as if the Agreement had been neither entered into nor filed with the
25 Court. Invalidation of any material provision of this Agreement by the Court shall invalidate this
26 Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining
27 provisions shall remain in full force and effect or shall be modified. For the avoidance of doubt,
modification by the Court of the amount of approved Attorneys' Fees or Litigation Costs as described in

1 Section 3.01 above shall not constitute invalidation of any provision of this Agreement for purposes of
2 this Section.

3 7.4 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
4 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
5 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
6 and discharged in this Agreement.

7 7.5 Waiver of Appeal: To the extent permitted by applicable law, by signing this Agreement
8 Defendant is waiving any rights to appeal from the Court's approval of the settlement unless the Court
9 materially modifies the settlement.

10 7.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment
11 will be entered according to this Agreement, with the Court to retain jurisdiction over the parties to enforce
12 the terms therein.

13 7.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
14 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to,
15 execution of such other documents and the taking of such other action as may reasonably be necessary to
16 fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including
17 all efforts contemplated by this Agreement and any other efforts that may become necessary by Court
18 order, or otherwise, to effectuate this Agreement and the terms set forth herein.

19 7.8 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
20 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
21 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
22 party or its counsel participated in the drafting of this Agreement.

23 7.9 Binding Effect of Agreement: The Parties, by signing this Agreement, are bound by the
24 terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the
25 terms of this Agreement. This Stipulation shall be binding upon and inure to the benefit of the Parties
26 hereto and their respective heirs, trustees, executors, Settlement Administrators, successors, and assigns.
27

1 7.10 No Modifications: This Agreement may be amended or modified only by a written
2 instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be
3 discharged except by performance in accordance with its terms.

4 7.11 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
5 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
6 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this
7 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of
8 this Agreement.

9 7.12 Counterparts: This Agreement shall become effective upon its execution by all of the
10 undersigned. Plaintiffs, Plaintiffs' Counsel, Settlement Defendants, and Settlement Defendants' Counsel
11 may execute this Agreement in counterparts, and execution of counterparts shall have the same force and
12 effect as if each had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures
13 shall have the same force and effect of originals.

14 7.13 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
15 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and
16 the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance
17 with, and governed by, the substantive laws of the State of California without giving effect to that State's
18 choice of law principles.

19 7.14 Headings and Captions: Section titles or captions contained in the Agreement are inserted
20 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
21 this Agreement, or any provision thereof.

22 7.15 Integrated Agreement: This Agreement sets forth the entire understanding between the
23 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter
24 hereof. Each party acknowledges that there is no representation, inducement, promise or agreement
25 which has been made, orally or otherwise, by the other party, concerning the terms or conditions of this
26 Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the
27 Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the
Parties.

1 7.16 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to
2 the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

3 7.17 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid,
4 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
5 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

6 7.18 Waiver of Compliance: No waiver of any condition or covenant contained in this
7 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
8 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

9 7.19 Escalator Provision: Settlement Defendants have represented that there are 35,000 pay
10 period worked by Aggrieved Employees during the PAGA Period. If the total number of pay periods by
11 the end of the PAGA Period exceeds 10% of (i.e., more than 38,500), Settlement Defendants shall either,
12 at Settlement Defendants' option, end on the date on which the total number of pay periods meets but does
13 not exceed 38,500 pay periods, or the Settlement Defendants agree to increase the Net PAGA Settlement
14 Amount by the same percentage points above 10% (i.e., if the actual number of workweeks is determined
15 to be 15% higher than this estimate, the Gross Settlement Amount shall be increased by 5%.) If the
16 Escalator Clause is triggered, the Settlement Defendants shall notify Plaintiffs in writing of their selection
17 within 10 business days of being notified by the third party administrator that the Escalator Clause has
18 been triggered or within 10 business days prior to Plaintiffs filing the approval motion, whichever occurs
19 first.

20 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
21 attorneys, as of the day and year herein set forth.
22
23
24
25
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27

1 **For Plaintiff Sofia Amaya:**

2 Date: 01/15/2025



Sofia Amaya

4 **For Plaintiff Alfredo Torres:**

5 Date: _____

Alfredo Torres

7 **For Settlement Defendants**

8 Date: _____

9 By: _____
For Rose & Shore, Inc.

11 Date: _____

12 By: _____
For Rite-Way Meat Packers, Inc.

13 Date: _____

14 By: _____
For R B R Meat Company, Inc.

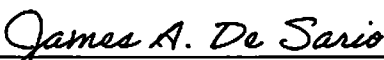
15 Date: _____

16 By: _____
For Personnel Staffing Group, LLC

18
19 **APPROVED AS TO FORM ONLY**

20 Date: 01/15/2025

THE NOURMAND LAW FIRM, APC

21 

Michael Nourmand, Esq.
James A. De Sario, Esq.
Attorneys for Plaintiff Sofia Amaya

1 For Plaintiff Sofia Amaya:

2 Date: _____

Sofia Amaya

4 For Plaintiff Alfredo Torres:

5 Date: 01/06/2025

Alfredo Torres
Alfredo Torres

7 For Settlement Defendants

8 Date: _____

By: _____
For Rose & Shore, Inc.

11 Date: _____

By: _____
For Rite-Way Meat Packers, Inc.

14 Date: _____

By: _____
For R B R Meat Company, Inc.

16 Date: 1/9/2025

Cory A. Witzel
By: Cory A. Witzel
For Personnel Staffing Group, LLC

19 APPROVED AS TO FORM ONLY

20 Date: _____

THE NOURMAND LAW FIRM, APC

Michael Nourmand, Esq.
James A. De Sario, Esq.
Attorneys for Plaintiff Sofia Amaya

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For Plaintiff Sofia Amaya:

Date: _____

Sofia Amaya

For Plaintiff Alfredo Torres:

Date: _____

Alfredo Torres

For Settlement Defendants

Date: 1/24/2025

By: Loren Miller - Pres.
For Rose & Shore, Inc.

Date: 1/24/2025

By: Loren Miller - Pres.
For Rite-Way Meat Packers, Inc.

Date: 1/24/2025

By: Loren Miller - Pres.
For R B R Meat Company, Inc.

Date: _____

By: _____
For Personnel Staffing Group, LLC

APPROVED AS TO FORM ONLY

Date: _____

THE NOURMAND LAW FIRM, APC

Michael Nourmand, Esq.
James A. De Sario, Esq.
Attorneys for Plaintiff Sofia Amaya

1 Date: 01/06/2025

LAVI & EBRAHIMIAN, LLP

Joseph Lavi

Joseph Lavi, Esq.

Vincent Granberry, Esq.

Malcolm Clayton, Esq.

Attorneys for Plaintiff Alfredo Torres

6 Date: _____

AKERMAN LLP

Marissa Alguire, Esq.

Attorneys for Defendants Rose & Shore, Inc., Rite-Way
Meat Packers, Inc. and R B R Meat Company, Inc.

11 Date: _____

KOREY RICHARDSON LLP

Ronald Z. Gomez, Esq.

Attorneys for Defendant Personnel Staffing Group, LLC

1 Date: _____

LAVI & EBRAHIMIAN, LLP

2
3 _____
4 Joseph Lavi, Esq.
5 Vincent Granberry, Esq.
6 Malcolm Clayton, Esq.
7 Attorneys for Plaintiff Alfredo Torres

8 Date: January 27, 2025

AKERMAN LLP

9 _____
10 Marissa Alguire, Esq.
11 Attorneys for Defendants Rose & Shore, Inc., Rite-Way
12 Meat Packers, Inc. and R B R Meat Company, Inc.

13 Date: _____

KOREY RICHARDSON LLP

14 _____
15 Ronald Z. Gomez, Esq.
16 Attorneys for Defendant Personnel Staffing Group, LLC
17
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1 Date: _____

LAVI & EBRAHIMIAN, LLP

2
3 _____
4 Joseph Lavi, Esq.
5 Vincent Granberry, Esq.
6 Malcolm Clayton, Esq.
7 Attorneys for Plaintiff Alfredo Torres

8 Date: _____

AKERMAN LLP

9 _____
10 Marissa Alguire, Esq.
11 Attorneys for Defendants Rose & Shore, Inc., Rite-Way
12 Meat Packers, Inc. and R B R Meat Company, Inc.

13 Date: 1/8/2025

KOREY RICHARDSON LLP

14 Ronald Z. Gomez
15 Ronald Z. Gomez, Esq.
16 Attorneys for Defendant Personnel Staffing Group, LLC
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