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TFI OF CALIFORNIA, INC. *aka*
8 GOLDEN ISLAND JERKEY COMPANY INC.

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SAN BERNARDINO - CIVIL DIVISION
12

13 LUZ CABALLERO, individually and on
behalf of other individuals similarly situated,

14 Plaintiff,

15 v.

16 TYSON FOODS INC., a Delaware
17 corporation; TFI of California, Inc. *aka*
Golden Island Jerky Company, Inc., a
18 California corporation; and DOES 1 through
100, inclusive,

19 Defendants.
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CASE NO.: CIVDS2004901
CLASS ACTION

[Unlimited Jurisdiction]

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

*Assigned for all purposes to the
Honorable David Cohn, Dept. S-26*

Complaint Filed: February 14, 2020
Trial Date: None Set

1 **JOINT STIPULATION OF CLASS AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement”
3 or “Settlement Agreement”) is made and entered into by and between Plaintiff Luz Caballero
4 as an individual and on behalf of all others similarly situated (hereinafter “Plaintiff” or “Class
5 Representative”), and Defendant TFI of California, Inc. */aka* Golden Island Jerky Company, Inc.
6 (“Defendant”) (together with Plaintiff, the “Parties”). This Agreement shall be binding on
7 Plaintiff and Class Members (as defined herein) and on Defendant, subject to the terms and
8 conditions hereof and the approval of the Court.

9 **A. RECITALS**

10 1. On February 4, 2020, Plaintiff filed a letter with the LWDA alleging claims
11 against Defendant for violations of Labor Code and IWC Wage Orders pursuant to California’s
12 Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”).

13 2. On February 14, 2020, Plaintiff commenced a putative class action entitled *Luz*
14 *Caballero v. Tyson Foods, Inc. et al.*, Superior Court of California for the County of San
15 Bernardino, Case No. CIVDS2004901 (the “Action”). On August 21, 2020, Plaintiff filed a Class
16 Action, Representative Action First Amended Complaint (“Complaint”) wherein she asserts
17 putative class-wide and representative claims for: (1) Missed Meal Breaks in Violation of
18 California Labor Code §§ 200, 226.7, 512, and Wage Order No. 1; (2) Missed Rest Breaks in
19 Violation of California Labor Code §§ 200, 226.7, 512, and Wage Order No. 1; (3) Failure to
20 Pay All Wages Owed at Termination in Violation of California Labor Code § 203; (4) Failure to
21 Provide Adequate Seating in Violation of Wage Order 1, Section 14; (5) Failure to Furnish an
22 Accurate Itemized Wage Statement upon Payment of Wages in Violation of California Labor
23 Code § 226; (6) Violation of California Business & Professions Code §§ 17200 *et seq.*; and (7)
24 Civil Penalties for Violation of California Labor Code §§ 2698 *et seq.* (“PAGA”).

25 3. Defendant denies all material allegations set forth in the Complaint and has
26 asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further
27 litigation, Defendant desires to fully and finally settle the Action and Released Claims, as
28 defined below.

4. On January 19, 2022, the Parties participated in mediation with Steve Pearl, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and eventually, after continued settlement negotiations and with the assistance of the Mediator and his evaluations, as well as a mediator’s proposal, the Parties reached the settlement that is memorialized herein. The settlement discussions were conducted at arm’s-length, and the settlement is the result of an informed and detailed analysis of Defendant’s potential liability and total exposure in relation to the costs and risks associated with continued litigation, and Defendant’s ability to pay a judgment if this case were taken to trial.

5. Counsel for Plaintiff have diligently investigated the claims alleged in the Action, including any and all applicable defenses, and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents and review of corporate policies and practices. Based on the documents produced, as well as counsel for Plaintiff's own independent investigation and evaluation, counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the alleged putative class in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

6. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

B. DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Class Counsel” or “Plaintiff’s Counsel” mean Marcus J. Bradley and Lirit A. King of Bradley/Grombacher, LLP. and Jonathan Melmed of Melmed Law Group P.C.

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1 2. “Class Counsel Award” means such award of fees and costs and expenses as the
2 Court may authorize to be paid to Class Counsel for the services they have rendered and will
3 render to Plaintiff and the Class in the Action. Defendant agrees not to oppose a Class Counsel
4 Award of up to thirty-three and one-third percent (33 1/3%) of the Gross Settlement Amount, *i.e.*
5 the sum of One Hundred Thousand Dollars and Zero Cents (\$100,000.00), and costs in the
6 amount of up to Twelve Thousand Dollars and Zero Cents (\$12,000.00), subject to the Court
7 finally approving this Settlement.

8 3. “Class Data and List” means a complete list of all Class Members that Defendant
9 will diligently and in good faith compile from its records and provide to the Settlement
10 Administrator within thirty (30) calendar days after Preliminary Approval. The Class Data and
11 List will be password protected and formatted in a readable Microsoft Office Excel spreadsheet
12 and will include each Class Member’s full name, last known mailing address, last known
13 telephone number (if available), Social Security Number, the number of pay periods he or she
14 worked during the Class Period, and the number of pay periods he or she worked during the
15 PAGA Period. The Class Data and List provided to the Settlement Administrator will be treated
16 as confidential and will not be disclosed to anyone, except as may be required to applicable tax
17 authorities, pursuant to Defendant’s express written consent, by order of the Court, or to carry
18 out the reasonable steps described in this Settlement to locate missing Class Members.

19 4. “Class Member(s)” or “Class” mean all current and former non-exempt or hourly
20 employees of Defendant that worked in California at any time from August 21, 2016 through
21 February 11, 2020.

22 5. “Class Notice” means the Notice of Class Action Settlement, substantially in
23 the form attached as “**Exhibit A.**”

24 6. “Class Period” means the time period from August 21, 2016 through February
25 11, 2020.

26 7. “Class Representative” or “Plaintiff” means Luz Caballero.

27 8. “Court” means the Superior Court of the State of California for the County of
28 San Bernardino.

1 9. “Defendant” or “Defendants” means TFI of California, Inc. *fka* Golden Island
2 Jerky Company, Inc.

3 10. “Defendant’s Counsel” or “Defense Counsel” mean Todd B. Scherwin and
4 Shaun J. Voigt of Fisher & Phillips LLP.

5 11. “Effective Date” means the later of: (a) the Court’s final approval of the
6 settlement if no objections by or on behalf of Class Members have been filed and not
7 withdrawn; (b) the time for appeal has expired if an objection has been filed and no appeal
8 has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

9 12. “Enhancement Payment” means the amount that the Court authorizes to be paid
10 to Plaintiff, in addition to her Individual Settlement Payment and Individual PAGA Payment, in
11 recognition of her efforts and risks in assisting with the prosecution of the Action. Subject to the
12 Court granting final approval, the Parties agree that Plaintiff shall be paid up to Seven Thousand
13 Five Hundred Dollars and Zero Cents (\$7,500.00) from the Gross Settlement Amount.

14 13. “Final Approval” means the determination by the Court that the Settlement is
15 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based
16 thereon.

17 14. “Final Approval Hearing” means the hearing at which the Court will consider
18 and determine whether the Settlement should be granted Final Approval.

19 15. “Gross Settlement Amount” means the amount of Three Hundred Thousand
20 Dollars and Zero Cents (\$300,000.00) to be paid by Defendant in full resolution of all Released
21 Claims and the Action. The Gross Settlement Amount includes all Individual Settlement
22 Payments to Settlement Class Members, the Enhancement Payment to Plaintiff, Settlement
23 Administration Costs to the Settlement Administrator, the PAGA Payment and Class Counsel
24 Award.

25 16. “Individual PAGA Payment” means the amount payable from the Net PAGA
26 Penalties to each PAGA Aggrieved Employee.

27 17. “Individual Settlement Payment” or “Settlement Payment Checks” means the
28 amount payable from the Net Settlement Amount to each Participating Settlement Class Member.

1 18. “Net Settlement Amount” means the balance of the Gross Settlement Amount
2 remaining after deduction of the approved Enhancement Payment to Plaintiff, Settlement
3 Administration Costs, the PAGA Payment, and Class Counsel Award. The entire Net Settlement
4 Amount is the maximum amount that will be available for distribution to Settlement Class
5 Members.

6 19. “Notice of Objection” means a Class Member’s valid and timely written
7 objection to the Settlement, which must be in writing and postmarked on or before the Response
8 Deadline and include: (a) the case name and number of the Action; (b) the objector’s full name,
9 signature, address, and telephone number, (c) a written statement of all grounds for the
10 objection accompanied by any legal support for such objection, and (d) copies of any papers,
11 briefs, or other documents upon which the objection is based. Any Notice of Objection received
12 shall apply solely to the release of the class claims. There is no right to object to the Released
13 PAGA Claims.

14 20. “PAGA Aggrieved Employee” means all current and former non-exempt or
15 hourly employees of Defendant that worked in California at any time from February 4, 2019
16 through February 4, 2020.

17 21. “PAGA Payment” means the portion of the Gross Settlement Amount that the
18 Parties have agreed will be allocated to resolve all claims, penalties, and remedies under
19 California Lab. Code section 2698, *et seq.* The amount of the PAGA Payment is subject to Court
20 approval pursuant to California Labor Code section 2699(l). The Parties have agreed that Thirty
21 Thousand Dollars and Zero Cents (\$30,000.00) of the Gross Settlement Amount shall be
22 allocated to the resolution of the PAGA Aggrieved Employees’ claims arising under PAGA.
23 Pursuant to PAGA, seventy-five percent (75%) of the PAGA Payment, *i.e.* the sum of Twenty-
24 Two Thousand Five Hundred Dollars (\$22,500.00), shall be paid to the California Labor and
25 Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) of the
26 PAGA Payment, *i.e.* the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Net PAGA
27 Penalties”), shall be distributed to the PAGA Aggrieved Employees.

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22. "PAGA Period" means the time period from February 4, 2019 through February 4, 2020.

23. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either Plaintiff or Defendant.

24. "Preliminary Approval" means entry of the Court order granting preliminary approval of the Settlement Agreement.

25. "Released Claims" means: (a) all claims that accrued during the Class Period that were and could have been pled in the Complaint based on facts and allegations made therein with respect to the following claims: (i) failure to provide compliant meal periods, or provide pay for non-compliant meal periods at the correct rate(s) of pay; (ii) failure to authorize and permit compliant rest periods, or provide pay for non-compliant rest periods at the correct rate(s) of pay; (iii) failure to provide accurate, itemized wage statements and/or otherwise maintain accurate records; (iv) failure to timely pay wages upon separation of employment; (v) failure to provide adequate seating; (vi) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (vii) all claims for violation of Labor Code sections 200, 201, 202, 203, 204, 210, 218, 226, 226.3, 226.7, 227.3, 510, 558, 1194, 1197, and 1197.1; and (b) all claims that accrued during the PAGA Period that were and could have been pled in the Complaint based on facts and allegations made therein for penalties under the California Private Attorneys' General Act with respect to the following claims: (i) failure to provide compliant meal periods, or provide pay for non-compliant meal periods at the correct rate(s) of pay; (ii) failure to authorize and permit compliant rest periods, or provide pay for non-compliant rest periods at the correct rate(s) of pay; (iii) failure to provide accurate, itemized wage statements and/or otherwise maintain accurate records; (iv) failure to timely pay wages upon separation of employment; (v) failure to provide adequate seating; (vi) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (vii) all claims for violation of Labor Code sections 200, 201, 202, 203, 204, 210, 218, 226, 226.3, 226.7, 227.3, 510, 558, 1194, 1197, 1197.1 2698-2699, and 2699.5 and/or the IWC Wage Orders.

1 26. “Released Parties” means Defendant, and its past and present officers, directors,
2 shareholders, unit holders, managers, employees, agents, principals, heirs, representatives,
3 accountants, auditors, consultants, successors, predecessors in interest, subsidiaries, affiliates,
4 parents, ultimate parent, and attorneys.

5 27. “Request for Exclusion” means a timely letter submitted by a Class Member
6 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)
7 clearly state that the Class Member does not wish to be included in the Settlement; (b) set forth
8 the name, address, telephone number, and last four digits of the Social Security Number of the
9 Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail
10 to the Settlement Administrator at the specified address indicated in the Class Notice; and (e) be
11 postmarked on or before the Response Deadline.

12 28. “Response Deadline” means forty-five (45) days after the Settlement
13 Administrator initially mails the Class Notice to Class Members, and the last date on which Class
14 Members may submit Requests for Exclusion or Notices of Objections to the Settlement.

15 29. “Settlement Administration Costs” means the fees and expenses reasonably
16 incurred by the Settlement Administrator as a result of the procedures and processes expressly
17 required by this Agreement, which are estimated at Twelve Thousand Dollars and Zero Cents
18 (\$12,000.00). Any portion of the Settlement Administration Costs not used or approved by the
19 Court shall be added to the Net Settlement Amount.

20 30. “Settlement Administrator” means ILYM Group, Inc., or any other third-party
21 class action settlement administrator agreed to by the Parties and approved by the Court for
22 purposes of administering this Settlement.

23 31. “Settlement Class Members” means all Class Members who do not submit a
24 valid and timely Request for Exclusion.

25 32. “Settlement Payment Check” means the payment of the Individual Settlement
26 Payment to Settlement Class Members and Individual PAGA Settlement Payment to PAGA
27 Aggrieved Employees.

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1 **C. ADMINISTRATION OF SETTLEMENT**

2 1. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
3 this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
4 this Settlement after arm's-length negotiations, mediation, and in the context of adversarial
5 litigation, taking into account all relevant factors, present and potential. The Parties further
6 acknowledge that they are each represented by competent counsel and that they have had an
7 opportunity to consult with their counsel regarding the fairness and reasonableness of this
8 Agreement.

9 2. Non-Reversionary Settlement. This is a "non-reversionary" settlement. Under no
10 circumstances will any portion of the Gross Settlement Amount revert to Defendant. Class
11 Members will not have to make a claim in order to receive an Individual Settlement Payment.
12 Distributions, in the form of Settlement Payment Checks, will be made directly to each
13 Settlement Class Member and PAGA Aggrieved Employee.

14 3. Funding of the Gross Settlement Amount. Within thirty (30) calendar days of
15 the Effective Date, Defendant shall make a one-time deposit of the Gross Settlement Amount
16 into a qualified settlement account to be established by the Settlement Administrator.
17 Defendant shall also separately pay its share of employer payroll taxes as calculated and
18 directed by the Settlement Administrator.

19 4. Class Counsel Award. Defendant agrees not to oppose or impede any application
20 or motion by Class Counsel for attorneys' fees of up to thirty-three and one-third percent (33
21 1/3%) of the Gross Settlement Amount, *i.e.* the sum of One Hundred Thousand Dollars and Zero
22 Cents (\$100,000.00), and costs in the amount of up to Twelve Thousand Dollars and Zero Cents
23 (\$12,000.00), which shall be paid from the Gross Settlement Amount. It is understood by Class
24 Counsel that the Court has final discretion in any fee award. The Settlement Administrator shall
25 issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs, and
26 expenses. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added
27 to the Net Settlement Amount and shall be distributed to Settlement Class Members as provided
28 in this Agreement. Notwithstanding any other provision of this Agreement, if the Court should

1 fail to award attorneys' fees to Class Counsel in the full amount provided for in this Agreement,
2 no order of the Court or modification of any order of the Court concerning the amount of any
3 attorneys' fees to be paid by Defendant to Class Counsel pursuant to this settlement shall
4 constitute grounds for cancellation or termination of the Agreement or grounds for limiting any
5 other provision of the Judgment. It is agreed that no order of the Court, including any order
6 concerning attorneys' fees, may alter or otherwise increase the Gross Settlement Amount.

7 5. Class Representative Enhancement Payment. Defendant agrees not to oppose or
8 impede any application or motion by Plaintiff for an Enhancement Payment of up to Seven
9 Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff. The Enhancement Payment shall be
10 paid from the Gross Settlement Amount and shall be paid in addition to Plaintiff's Individual
11 Settlement Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA
12 Aggrieved Employee. It is understood by Class Counsel and Plaintiff that the Court has final
13 discretion in any Enhancement Payment. The Settlement Administrator shall issue an IRS Form
14 1099 to Plaintiff reflecting the Enhancement Payment. Plaintiff shall be solely and legally
15 responsible to pay any and all applicable taxes on her Enhancement Payment and shall hold
16 harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result
17 of the Enhancement Payment. Any portion of the Enhancement Payment not awarded to Plaintiff
18 shall be added to the Net Settlement Amount and shall be distributed to Settlement Class
19 Members as provided in this Agreement.

20 6. Settlement Administration Costs. The Settlement Administrator shall be paid for
21 the reasonable costs of administration of the Settlement from the Gross Settlement Amount,
22 currently estimated at Twelve Thousand Dollars (\$12,000.00). These costs, which shall be paid
23 from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the
24 Individual Settlement Payments and Individual PAGA Payments, the issuing of 1099 IRS Forms,
25 establishing a Qualified Settlement Fund, administering and distributing the Gross Settlement
26 Amount and Class Counsel Award, and providing necessary reports and declarations. Any
27 portion of the Settlement Administration Costs not allowed shall be added to the Net Settlement
28 Amount and shall be distributed to Settlement Class Members as provided in this Agreement.

1 7. PAGA Payment. Subject to Court approval, the Parties agree that the amount of
2 Thirty Thousand Dollars (\$30,000.00) of the Gross Settlement Amount shall be designated for
3 satisfaction of claims for civil penalties under the PAGA. The Settlement Administration shall
4 pay seventy-five percent (75%) of the PAGA Payment, *i.e.* the sum of Twenty-Two Thousand
5 Five Hundred Dollars (\$22,500.00), to the LWDA. The remaining twenty-five percent (25%) of
6 the PAGA Payment, *i.e.* the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) ("Net
7 PAGA Penalties"), shall be distributed to the PAGA Aggrieved Employees.

8 8. Net PAGA Penalties. The Net PAGA Penalties shall be used to satisfy Individual
9 PAGA Payments to PAGA Aggrieved Employees in accordance with the terms of this
10 Agreement. The Settlement Administrator will allocate the Individual PAGA Payments by first
11 dividing the Net PAGA Penalties by the total number of pay periods worked by PAGA
12 Aggrieved Employees during the PAGA Period. That value will then be multiplied by the
13 number of pay periods worked by each respective PAGA Aggrieved Employee during the
14 PAGA Period. PAGA Aggrieved Employees are entitled to 100% of the Net PAGA Penalties.
15 Defendant maintains no reversionary right to any portion of the Net PAGA Penalties.

16 9. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy
17 Individual Settlement Payments to Settlement Class Members in accordance with the terms of
18 this Agreement. The Settlement Administrator will allocate the Individual Settlement Payments
19 by first dividing the Net Settlement Amount by the total number of pay periods worked by
20 Class Members during the Class Period. That value will then be multiplied by the number of
21 pay periods worked by each respective Class Member during the Class Period. Class Members
22 are entitled to 100% of the Net Settlement Amount. Defendant maintains no reversionary right
23 to any portion of the Net Settlement Amount. If there are any timely submitted Requests for
24 Exclusion, the Settlement Administrator shall proportionately increase the Individual
25 Settlement Payments for each Class Member so that the amount actually distributed to Class
26 Members equals 100% of the Net Settlement Amount.

27 10. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
28 Settlement Class Members, the Individual PAGA Payments made to PAGA Aggrieved

1 Employees, the Enhancement Payment made to Plaintiff, as well as any other payments made
2 pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any
3 benefit plans to which any Settlement Class Members may be eligible, including, but not limited
4 to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick
5 leave plans, PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this
6 Settlement will not affect any rights, contributions, or amounts to which any Settlement Class
7 Member or PAGA Aggrieved Employee may be entitled under any benefit plans.

8 11. Settlement Administration Process. The Parties agree to cooperate in the
9 administration of the Settlement and to make all reasonable efforts to control and minimize the
10 costs and expenses incurred in the administration of the Settlement. The Settlement
11 Administrator shall provide the following services:

- 12 a. Establish and maintain a Qualified Settlement Fund account;
- 13 b. Calculate the amount of the Settlement each Class Member is eligible to
14 receive;
- 15 c. Verify the last known address for each Class Member through a generally
16 utilized, national address update database prior to mailing the Class Notice;
- 17 d. Print and mail the Class Notice;
- 18 e. Establish and maintain a toll-free informational telephone support line to
19 assist Class Members who have questions regarding the Class Notice;
- 20 f. Conduct additional address searches for mailed Class Notices that are
21 returned as undeliverable and, to the extent new and more current addresses are found, also
22 reprint and re-mail Class Notices accordingly;
- 23 g. Field inquiries from Class Members, and administer any Requests for
24 Exclusion and Notices of Objection. This service will include settlement proceed calculations,
25 printing and issuance of checks, and preparation of 1099 Forms;
- 26 h. Distribute and pay the Enhancement Payment, Individual Settlement
27 Payments, Individual PAGA Payments, the LWDA's portion of the PAGA Payment, and fees
28 and costs awarded to Class Counsel; and
- i. Provide declarations and/or other information to the Court as requested.

1 12. Delivery of the Class List and Data. Within thirty (30) calendar days of
2 Preliminary Approval, Defendant shall provide the Class List and Data to the Settlement
3 Administrator.

4 13. Notice by First-Class U.S. Mail. Within five (5) business days after receiving the
5 Class List and Data from Defendant, the Settlement Administrator shall mail a Class Notice to
6 all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
7 addresses identified in the Class List and Data.

8 14. Confirmation of Contact Information in the Class List. Prior to mailing, the
9 Settlement Administrator shall perform a search based on the National Change of Address
10 Database for information to update and correct for any known or identifiable address changes.

11 15. Class Notices. All Class Members will be mailed a Class Notice. Each Class
12 Notice will provide: (1) information regarding the nature of the Action; (2) a summary of the
13 Settlement's principal terms; (3) the Class definition; (4) each Class Member's estimated
14 Individual Settlement Payment and the formula for calculating Individual Settlement Payments,
15 if they do not request to be excluded; (5) each Class Member's estimated Individual PAGA
16 Payment and the formula for calculating Individual PAGA Settlement Payments; (6) the dates
17 that comprise the Class Period and PAGA Period; (7) instructions on how to submit a valid
18 Request for Exclusion, or Notice of Objection; (8) the deadlines by which the Class Member
19 must submit a Request for Exclusion or Notice of Objection; (9) the date for the final approval
20 hearing; and (10) the claims to be released. The Class Notice will also inform Class Members
21 that, in order to receive the Individual Settlement Payment and Individual PAGA Settlement
22 Payment, they do not need to do anything except keep the Settlement Administrator apprised of
23 their current mailing addresses.

24 16. Re-Mailing of Returned Notices. Any Class Notices returned to the Settlement
25 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly
26 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
27 Administrator shall indicate the date of such re-mailing on the Class Notice. If no forwarding
28 address is provided, the Settlement Administrator shall promptly attempt to determine the correct

1 address using a skip-trace, or other search using the name, address and/or Social Security Number
2 of the Class Member involved and shall then perform a re-mailing. Those Class Members who
3 receive a re-mailed Class Notice shall have their Response Deadline extended fifteen (15) days
4 from the original Response Deadline.

5 17. Request for Exclusion Procedures. Any Class Member, other than Plaintiff, may
6 opt-out from the Settlement by submitting a written Request for Exclusion to the Settlement
7 Administrator postmarked by the Response Deadline. A Request for Exclusion must: (1) clearly
8 state that the Class Member does not wish to be included in the Settlement; (2) set forth the name,
9 address, telephone number, and last four digits of the Social Security Number of the Class
10 Member requesting exclusion; (3) be signed by the Class Member; (4) be returned by mail to the
11 Settlement Administrator at the specified address indicated in the Class Notice; and (5) be
12 postmarked on or before the Response Deadline. The date of the postmark shall be the exclusive
13 means to determine whether a Request for Exclusion is timely. By submitting such a Request for
14 Exclusion, a Class Member shall be deemed to have exercised his or her option to opt out of the
15 Settlement and not be bound by this Agreement, except that in light of the binding nature of a
16 PAGA judgment on non-party employees, Class Members employed during the PAGA Period
17 who exclude themselves from this Settlement shall still be bound by the release of any claims
18 under the California Private Attorneys' General Act that accrued during the PAGA Period and
19 are encompassed within the Released Claims. At no time shall any of the Parties or their counsel
20 seek to solicit or otherwise encourage Class Members to submit a Request for Exclusion. Class
21 Counsel shall not represent any Class Members with respect to any such request. No later than
22 five (5) days after the Response Deadline, the Settlement Administrator shall provide Defense
23 Counsel with a complete list of all Class Members who have timely and properly requested
24 exclusion from the Class.

25 18. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
26 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely
27 Request for Exclusion shall be bound by all terms of the Settlement to the fullest possible extent,
28 including those pertaining to the Released Claims, as well as any Judgment that may be entered

1 by the Court. Additionally, Class Members employed during the PAGA Period shall be bound
2 by the release of any claims under the California Private Attorneys' General Act that accrued
3 during the PAGA Period and are encompassed within the Released Claims, as well as any
4 Judgment that may be entered by the Court thereon, regardless of whether they opt-out of the
5 Settlement.

6 19. Objection Procedures. Any Class Member who does not opt-out of this Settlement
7 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member must
8 return by mail a written statement of objection to the Settlement Administrator at the specified
9 address postmarked by the Response Deadline. The Notice of Objection must include: (1) the
10 objector's full name, signature, address, and telephone number; (2) a written statement of the
11 basis for the objection; and (3) any copies of papers, briefs, or documents upon which the
12 objection is based. At no time shall any of the Parties or their counsel seek to solicit or otherwise
13 encourage Class Members to submit written objections to the Settlement or appeal from the Order
14 and Judgment. Class Counsel shall not represent any Class Members with respect to any such
15 objections to this Settlement. Any Class Member who submits a valid Request for Exclusion
16 shall not be allowed to object to this Settlement.

17 20. Defendant's Right to Rescind. If five percent (5%) or more of the Class submit a
18 timely and valid Request for Exclusion, Defendant will have the right, but not the obligation, to
19 revoke and void this Agreement at its discretion. Defendant must exercise the option to rescind
20 within ten (10) business days of Defense Counsel receiving notification from the Settlement
21 Administrator that more than five percent (5%) of the Class Members have submitted timely and
22 valid Requests for Exclusion from the Settlement. If Defendant exercises this right to void the
23 Agreement, then the Parties will have no further obligations under the Agreement, including,
24 without limitation, any obligation by Defendant to pay the Gross Settlement Amount, or any
25 amounts that otherwise would have been owed under this Agreement, except that Defendant shall
26 pay all Settlement Administration Costs incurred by the Settlement Administrator up to the date
27 of Defendant's notice to rescind, in an amount that shall not exceed the Settlement
28 Administration Costs. In the event the Settlement is terminated, the Parties shall proceed in all

1 respects as if this Agreement had not been executed. The Parties agree that they will not
2 encourage any Class Member to object to the Settlement or to opt out.

3 21. Settlement Administrator's Reports of Information. The Settlement Administrator
4 shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of
5 Class Members who have submitted valid Requests for Exclusion and Notices of Objection.
6 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
7 reports regarding the administration of the Settlement as needed or requested. The Settlement
8 Administrator shall also forward to Parties' counsel any Notices of Objection received
9 immediately upon receipt. Further, the Settlement Administrator shall immediately forward any
10 Request for Exclusion to the Parties' counsel so that they can determine whether the Request for
11 Exclusion is valid and timely.

12 22. Distribution of Payments. Within fifteen (15) calendar days of Defendant funding
13 the Gross Settlement Amount, the Settlement Administrator shall pay: (1) the Settlement
14 Payment Checks to Settlement Class Members and PAGA Aggrieved Employees; (2) the Labor
15 and Workforce Development Agency seventy-five percent (75%) of the PAGA Payment; (3) the
16 Enhancement Payment to Plaintiff; and (4) Class Counsel Award to Class Counsel. The
17 Settlement Administrator shall also issue a payment to itself for services performed in connection
18 with the Settlement.

19 23. Non-Negotiated Settlement Checks. Any Settlement Payment Checks shall be
20 negotiable until one hundred and eighty (180) calendar days after mailing to the Settlement Class
21 Members and PAGA Aggrieved Employees. Those funds represented by settlement checks
22 returned as undeliverable and the funds which correspond with the settlement checks that are not
23 negotiated within one hundred and eighty (180) calendar days after mailing shall be transferred
24 to the California Secretary of State Controller's Office—Office of Unclaimed Property Fund
25 under the unclaimed property laws in the name of the Settlement Class Members and PAGA
26 Aggrieved Employees.

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1 24. Certification of Completion. Upon completion of administration of the
2 Settlement, the Settlement Administrator shall provide a written declaration under oath to certify
3 such completion to the Court and counsel for all Parties.

4 25. Administration Costs if Settlement Fails or is Delayed. If an objection to the
5 Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if
6 the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall
7 be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

8 26. Tax Allocation of Individual Settlement Payments. All Individual Settlement
9 Payments shall be allocated as follows: 66.66% as penalties and interest and reported on an IRS
10 Form 1099; and 33.34% shall be attributed to wages and reported via an IRS Form W-2.
11 Settlement Class Members are responsible for their share of the payroll taxes, which shall be
12 deducted from their Individual Settlement Payments. Defendant is responsible for the employer
13 share of payroll taxes, in addition to the Gross Settlement Amount, and these taxes will not be
14 deducted from the Gross Settlement Amount.

15 27. Tax Allocation of Individual PAGA Payments. All Individual PAGA Settlement
16 Payments shall be allocated 100% as penalties. The amount of payments shall be reported on an
17 IRS Form 1099 by the Settlement Administrator.

18 28. Administration of Taxes by the Settlement Administrator. The Settlement
19 Administrator shall be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
20 Aggrieved Employees and Class Counsel, 1099 forms or other tax forms as may be required by
21 law for all amounts paid pursuant to this Agreement.

22 29. Tax Liability. Defendant, Defense Counsel, the Settlement Administrator, and
23 Class Counsel make no representation as to the tax treatment or legal effect of the payments
24 called for hereunder, and Plaintiff and Settlement Class Members are not relying on any
25 statement, representation, or calculation by Defendant, Defense Counsel, Plaintiff's counsel, or
26 by the Settlement Administrator in this regard. Plaintiff and Settlement Class Members
27 understand and agree that they will be solely responsible for the payment of any and all taxes and
28 penalties assessed on their respective payments described herein and will defend, indemnify, and

1 hold Defendant, Defense Counsel, Plaintiff's counsel and the Settlement Administrator free and
2 harmless from and against any claims resulting from treatment of such payments as non-taxable
3 penalties/damages.

4 30. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
5 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
6 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
7 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
8 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
9 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
10 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
11 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
12 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
13 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY
14 (A) HAS RELIED EXCLUSIVELY UPON HER OR ITS OWN, INDEPENDENT LEGAL
15 AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
16 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED
17 UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
18 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
19 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
20 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
21 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
22 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
23 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
24 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
25 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
26 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
27 AGREEMENT.

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1 **D. RELEASE OF CLAIMS BY PLAINTIFF AND THE SETTLEMENT CLASS**

2 1. Release of Claims by Plaintiff. As a condition to obtaining the Enhancement
3 Payment provided for herein, Plaintiff (on behalf of herself and her spouse, heirs, executors,
4 administrators, trustees, and/or permitted assigns) also agrees to a general release of any and all
5 claims against Defendant and the Releasees (as defined above)—which shall include without
6 limitation any and all claims which in any way relate to her employment with Defendant, under
7 State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the
8 Complaint or not, including but not limited to any claims under the FLSA, Title VII, ADA,
9 FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage
10 Order—now existing or arising in the future, based on any act, omission, event, occurrence, or
11 nonoccurrence from the beginning of time to the date of execution hereof. Plaintiff further
12 expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights
13 and benefits of Section 1542 of the California Civil Code, which provides: “**A general release**
14 **does not extend to claims that the creditor or releasing party does not know or suspect to**
15 **exist in his or her favor at the time of executing the release and that, if known by him or**
16 **her, would have materially affected his or her settlement with the debtor or released party.”**

17 2. Release of Claims by Settlement Class Members. Upon the payment of the Gross
18 Settlement Amount, Plaintiff and all Settlement Class Members, as well as their spouses, heirs,
19 executors, administrators, trustees, and/or permitted assigns, hereby do and shall be deemed to
20 have fully, finally and forever released, settled, compromised, relinquished and discharged, to
21 the fullest extent possible, any and all of the Released Parties of and from any and all Released
22 Claims.

23 3. Release of Claims by PAGA Aggrieved Employees. Upon the payment of the
24 Gross Settlement Amount, Plaintiff and all PAGA Aggrieved Employees, as well as their
25 spouses, heirs, executors, administrators, trustees, and/or permitted assigns, hereby do and shall
26 be deemed to have fully, finally and forever released, settled, compromised, relinquished and
27 discharged, to the fullest extent possible, any and all of the Released Parties of and from any and
28 all claims under the California Private Attorneys' General Act that accrued during the PAGA

1 Period and are encompassed within the Released Claims.

2 **E. FINAL AND PRELIMINARY APPROVAL**

3 1. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to
4 request the Preliminary Approval of the Settlement, conditional certification of the Class, and the
5 entry of a Preliminary Approval Order: (i) approving of the proposed Settlement, and (ii) setting
6 a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall
7 provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction
8 with the Preliminary Approval hearing, Plaintiff shall submit this Agreement, which sets forth
9 the terms of this Settlement, and will include the proposed Class Notice, attached to this
10 Agreement as Exhibit A.

11 2. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
12 Requests for Exclusion or Notices of Objection to the Settlement, and with the Court's
13 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the
14 Final Approval of the Settlement along with the amounts properly payable for (i) Individual
15 Settlement Payments; (ii) the PAGA Payment; (ii) the Class Counsel Award; (iii) the
16 Enhancement Payment; and (iv) Settlement Administration Costs. Class Counsel will be
17 responsible for drafting all documents necessary to obtain final approval. Class Counsel will also
18 be responsible for drafting the attorneys' fees and costs application to be heard at the Final
19 Approval Hearing.

20 3. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the
21 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent
22 with the terms of this Agreement. After entry of the Judgment, the Court shall have continuing
23 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms
24 of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as
25 may be appropriate under court rules or as set forth in this Agreement.

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1 4. Nullification of Settlement. In the event that the Settlement does not become final
2 for any reason, then this Agreement, and any documents generated to bring it into effect, shall be
3 null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall
4 likewise be treated as void from the beginning.

5 **F. CLASS CERTIFICATION & NON-ADMISSION OF LIABILITY**

6 1. Class Action Certification. The Parties are agreeing to class certification for
7 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding,
8 an admission of any kind by Defendant, including without limitation, that certification of a class
9 for trial or any other purpose is appropriate or proper or that Plaintiff or any Class Member can
10 establish any of the requisite elements for class treatment of any of the claims in this Action. If,
11 for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties
12 will be restored to their respective positions in the lawsuit as if they had not entered into this
13 Agreement. The Parties further agree that this Agreement or any documents or orders issued
14 related to this Settlement will not be admissible, other than according to the Settlement's terms,
15 in this or any other proceeding as evidence that either: (i) a class action should be certified, or
16 (ii) Defendant is liable to Plaintiff or any Class Member.

17 2. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
18 dispute that has arisen between them and to avoid the burden, expense and risk of continued
19 litigation. In entering into this Agreement, Defendant do not admit, and specifically deny, that
20 they have violated any federal, state, or local law; violated any regulations or guidelines
21 promulgated pursuant to any statute or any other applicable laws, regulations or legal
22 requirements; breached any contract; violated or breached any duty; engaged in any
23 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
24 employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations
25 connected with it, shall be construed as an admission or concession by Defendant of any such
26 violations or failures to comply with any applicable law, regulation, or legal requirement. Except
27 as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms
28 and provisions shall not be offered or received as evidence in any action or proceeding to

1 establish any liability or admission of any nature on the part of Defendant, or to establish the
2 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
3 local or other applicable law.

4 **G. DISPUTES**

5 1. Disputes Regarding Language of Settlement Agreement. If the Parties have a
6 dispute with regard to the language of the Agreement, the Parties agree to attempt to informally
7 resolve the dispute by engaging Steven Pearl to mediate such dispute.

8 2. Disputes Regarding Individual Settlement Payments. In the event that Class
9 Members have a dispute as to the data provided by Defendant, Class Members will have the
10 opportunity to provide documentation and/or an explanation. Absent evidence rebutting
11 Defendant's records, Defendant's records will be presumed determinative. If there is a dispute,
12 the Settlement Administrator will consult with the Parties to determine whether an adjustment is
13 warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of,
14 any Individual Settlement Payments under the terms of this Agreement, and that determination
15 shall be binding.

16 3. Disputes Regarding Administration of Settlement. Any disputes not resolved by
17 the Settlement Administrator concerning the administration of the Settlement will be resolved by
18 the Court under the laws of the State of California. Prior to any such involvement of the Court,
19 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of
20 involving the Court.

21 4. Enforcement Actions. In the event that one or more of the Parties institutes any
22 legal action or other proceeding against any other Party or Parties to enforce the provisions of
23 this Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party
24 or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable
25 attorneys' fees and costs, including expert witness fees incurred in connection with any
26 enforcement actions.

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1 H. MISCELLANEOUS TERMS

2 1. Confidentiality Preceding Preliminary Approval. The Parties and their counsel
3 agree that they will not issue any press releases, initiate any contact with the press, respond to
4 any press inquiry, post information on any social media or website, or have any communication
5 with the press about the fact, amount, or terms of the Settlement.

6 2. No Prior Assignments. The Parties and their counsel represent, covenant, and
7 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
8 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
9 demand, action, cause of action or right herein released and discharged.

10 3. Exhibits Incorporated by Reference. The terms of this Agreement include the
11 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
12 set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

13 4. Entire Agreement. This Agreement and any attached Exhibits constitute the
14 entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral
15 negotiations or agreements may be deemed binding on the Parties.

16 5. Amendment or Modification. This Agreement may be amended or modified only
17 by a written instrument signed by the Parties or their successors-in-interest.

18 6. Authorization to Enter into Agreement. Counsel for all Parties warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate this
20 Agreement and to take all appropriate actions required or permitted to be taken by the Parties
21 pursuant to this Agreement to effectuate its terms and to execute any other documents required
22 to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
23 other and use their best and good-faith efforts to effect the implementation of the Settlement. If
24 the Parties are unable to reach agreement on the form or content of any document needed to
25 implement the Settlement, or on any supplemental provisions that may become necessary to
26 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
27 such disagreement.

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1 7. Execution and Counterparts. This Agreement is subject only to the execution of
2 all Parties. However, the Agreement may be executed in one or more counterparts. All executed
3 counterparts and each of them, including facsimile and scanned copies of the signature page,
4 shall be deemed to be one and the same instrument provided that counsel for the Parties shall
5 exchange among themselves original signed counterparts.

6 8. Binding on Successors and Assigns. This Agreement shall be binding upon, and
7 inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously defined.

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

10 10. Invalidity of Any Provision. Before declaring any provision of this Agreement
11 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible
12 consistent with applicable precedents so as to define all provisions of this Agreement valid and
13 enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no
14 way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the
15 Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
16 provision had never been included in this Agreement.

17 11. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
18 that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel's Award below the
19 amount Class Counsel requests, and either Party may appeal any order that materially alters the
20 Agreement's terms.

21 12. Captions. The captions and section numbers in this Agreement are inserted for the
22 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
23 provisions of this Agreement.

24 13. Waiver. No waiver of any condition or covenant contained in this Agreement or
25 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or
26 constitute a further waiver by such party of the same or any other condition, covenant, right or
27 remedy.

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14. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

15. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

16. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

17. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

[SIGNATURE PAGE TO FOLLOW]

1 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
2 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and
3 Defendant:

4 **IT IS SO AGREED.**

PLAINTIFF LUZ CABALLERO

5
6 Dated: 4-13, 2022


Luz Caballero

TFI of California, Inc. *fka*
Golden Island Jerky Company

7
8
9
10
11 Dated: _____, 2022

By: _____

Title:

On behalf of TFI of California, Inc. *fka*
Golden Island Jerky Company

1 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
2 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and
3 Defendant:

4 **IT IS SO AGREED.**

PLAINTIFF LUZ CABALLERO

6 Dated: _____, 2022

Luz Caballero

TFI of California, Inc. *aka*
Golden Island Jerky Company

11 Dated: 4/21, 2022


CHEVON FULLER (Apr 21, 2022 14:02 CDT)

By: Chevon Fuller
Title: VP & Assoc General Counsel
On behalf of TFI of California, Inc. *aka*
Golden Island Jerky Company

1 **APPROVED AS TO FORM**

2
3 Dated: _____, 2022

FISHER & PHILLIPS LLP

4
5 By: _____


TODD B. SCHERWIN
SHAUN J. VOIGT
ANET DRAPALSKI
Attorneys for Defendant
TFI OF CALIFORNIA, INC. *aka* GOLDEN
ISLAND JERKEY COMPANY INC.

6
7
8
9
10
11 Dated: _____, 2022

BRADLEY/GROMBACHER, LLP

12
13 By: _____

MARCUS J. BRADLEY
KILEY L. GROMBACHER
LIRIT A. KING
Attorneys for Plaintiff
LUZ CABALLERO, individually and on behalf
of other individuals similarly situated.

1 **APPROVED AS TO FORM**

2
3 Dated: _____, 2022

FISHER & PHILLIPS LLP

4
5 By: _____

6 TODD B. SCHERWIN
7 SHAUN J. VOIGT
8 ANET DRAPALSKI
9 Attorneys for Defendant
10 TFI OF CALIFORNIA, INC. *aka* GOLDEN
11 ISLAND JERKEY COMPANY INC.

12
13 Dated: 4/13/2022, 2022

BRADLEY/GROMBACHER, LLP

14
15 By: _____

16 DocuSigned by:
17 *Marcus Bradley*
18 4EC776CC041092402A
19 MARCUS J. BRADLEY
20 KILEY L. GROMBACHER
21 LIRIT A. KING
22 Attorneys for Plaintiff
23 LUZ CABALLERO, individually and on behalf
24 of other individuals similarly situated.
25
26
27
28