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14 Attorneys for Defendants

15 MI RANCHO SUPERMARKET (SAN JOSE)
16 INC., MI RANCHO SUPERMARKET (SAN
JOSE 2), INC., MI RANCHO SUPERMARKET
17 (REDWOOD CITY) INC., a California
corporation; MI RANCHO SUPERMARKET
18 (REDWOOD CITY STORE 2) INC.; JESUS
LOPEZ; and YOLANDA LOPEZ.
19

1 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
2 **COUNTY OF SANTA CLARA**

3
4 ORALIA GONZALEZ TALAMANTES, CESAR
5 HERNANDEZ MARTINEZ, and BLANCA
6 MAGAÑA, as individuals, and on behalf of other
7 members of the general public similarly situated,

8 Plaintiffs,

9 v.

10 MI RANCHO SUPERMARKET (SAN JOSE)
11 INC., a California corporation; MI RANCHO
12 SUPERMARKET (SAN JOSE 2) INC., a
13 California corporation; MI RANCHO
14 SUPERMARKET (REDWOOD CITY) INC., a
15 California corporation; MI RANCHO
16 SUPERMARKET (REDWOOD CITY STORE 2)
17 INC., a California corporation; MI RANCHO
18 SUPERMARKET (SAN MATEO) INC., a
19 California corporation; JESUS LOPEZ; an
20 individual; YOLANDA LOPEZ, an individual;
21 MINERVA PULIDO, an individual; and DOES 1
22 through 10, inclusive,

23 Defendants.
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26
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Case No. 20CV365957

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

Complaint Filed: April 3, 2020

I.

PREAMBLE

1. This Settlement Agreement (“Settlement Agreement,” “Settlement,” “Agreement” or “Joint Stipulation”) is entered into between Plaintiffs, Oralia Gonzalez Talamantes, Cesar Hernandez Martinez, and Blanca Magaña (the “Named Plaintiffs” or “Plaintiffs”), individually and as Class Representatives on behalf of putative Class Members as further defined in Section III of this Agreement (collectively, with the Named Plaintiffs, the “Settlement Class”), on the one hand, and Defendants, Mi Rancho Supermarket (San Jose) Inc., Mi Rancho Supermarket (San Jose 2), Inc., Mi Rancho Supermarket (Redwood City) Inc., Mi Rancho Supermarket (Redwood City Store 2) Inc., Mi Rancho Supermarket (San Leandro) Inc., and Jesus and Yolanda Lopez, their present and former parent companies, affiliates and their present owners, former owners, subsidiaries, shareholders, officers, directors, employees, agents, attorneys, insurers, successors, and assigns and any individual or entity which could be jointly liable with any of them (hereinafter “Mi Rancho,” “Defendants,” or “Released Parties”), on the other hand. The Settlement Class and Defendants will be referred to collectively herein as the “Settling Parties” or the “Parties.”

2. The Named Plaintiffs are former employees of Defendants who filed a Complaint entitled *Talamantes et al. v. Mi Rancho Supermarket (San Jose), Inc., et al.* on April 3, 2020, in Santa Clara County Superior Court, a First Amended Complaint on July 6, 2020, and a Second Amended Complaint on November 15, 2021 (“the “Action”).

3. The Action seeks damages for Named Plaintiffs and putative Class Members for alleged minimum wage violations, unpaid wages, unpaid overtime, noncompliant and missed meal and rest periods, unreimbursed expenses, failure to maintain required records, failure to pay all wages when due, waiting time penalties, wage statement penalties, penalties under the Labor Code and California Industrial Welfare Commission (“IWC”) wage orders, violation of the Business and Professions Code §17200, *et seq.*, and penalties under the Private Attorneys General Act of 2004 (“PAGA”). Defendants expressly deny all the allegations in the Action and make no admission of liability or wrongdoing.

4. Prior to mediating the Action, the Parties engaged in extensive discovery, including the exchange of thousands of pages of documents and data related to the time and pay records of putative Class Members and Defendants' corporate-wide policies. The Parties also obtained significant discovery directly from putative class members including obtaining detailed declarations from putative class members. Defendants also obtained settlement releases from seventy-two (72) putative class members.

5. On September 7, 2021, the Settling Parties attended an all-day private mediation before respected mediator, Jeffrey Ross. This mediation was hotly contested, and the Parties were able to finally reach a settlement with the assistance of the mediator late in the evening. That settlement is memorialized by way of a Memorandum of Understanding (“MOU”) which was executed by all parties on September 7, 2021, and is attached herein as **Exhibit A**, the terms of which are expressly incorporated herein by reference.

6. The Settling Parties have agreed to avoid further litigation and to settle and resolve the Settlement Class' claims against Defendants as set forth in this Settlement Agreement.

7. This Agreement shall become effective upon the “Effective Date,” as set forth below. The Settling Parties hereby agree to do all things and to engage in all procedures reasonably necessary and appropriate to obtain final Court approval of this Agreement, in consideration for: (a) the payment by Defendants of the consideration described herein, subject to the terms, conditions, and limitations of this Agreement; and (b) the release by Plaintiffs and members of the Settlement Class, as described herein.

II.

**PAYMENTS TO THE SETTLEMENT CLASS, CLASS COUNSEL, NAMED
PLAINTIFFS, AND THE SETTLEMENT ADMINISTRATOR**

8. Subject to Court approval, and the provisions of this Agreement, Defendants agree to pay Two Million Dollars (\$2,000,000.00) (the “Gross Settlement Amount” or “GSA”) to be paid in consideration for the settlement of the Action and the related release of claims the members of the Settlement Class may have against Defendants, as described herein.

9. The Gross Settlement Amount is the maximum amount that Defendants shall be required to pay for settlement of the Action. Defendants shall pay an amount no more than the total sum of the GSA in full and complete settlement of this Action, which sum includes claims administration expenses, attorneys' fees, attorneys' expenses, service awards, PAGA payment, and employer-side payroll taxes (the "Gross Settlement Amount"). In no event shall Defendants be liable for more than the GSA as a result of this settlement. The GSA will cover compensation to the Settlement Class, payment to the LWDA for PAGA claims, additional compensation to the Named Plaintiffs as Class Representatives, the cost of claims administration and notice, attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel, and any and all other expenses relating to settlement of this Action.

III.

CLASS SETTLEMENT FOR CERTIFICATION PURPOSES ONLY

10. Solely for the purpose of effectuating this Settlement, and subject to Court approval, the Settling Parties hereby stipulate to certification of the following Settlement Class, which consists of 1,082 individuals:

All persons who are currently employed, or formerly have been employed, as non-exempt hourly employees by Defendants in California, at any time from April 3, 2016, through the date of the Court's preliminary approval of this Action.

11. The above-described payments by Defendants, the certification of the Settlement Class, the Settling Parties' settlement of the Action, and their rights and obligations hereunder, are contingent upon final approval by the Court of this Agreement.

12. In the event that: (1) the Court does not approve this Joint Stipulation and execute an Order of Final Approval; (2) the Court does not finally approve of the settlement as proposed by the Parties; (3) the Order of Final Approval as submitted by the Parties does not become final for any reason, or the terms and conditions set forth in this Joint Stipulation are modified in any material respect; or (4) the Order of Final Approval, as defined herein, does not occur, this Joint Stipulation

1 shall be deemed null and void and shall be of no force or effect whatsoever, and shall not be admitted,
2 referred to, or utilized by any Party for any purpose whatsoever.

3 13. Defendants deny all of Plaintiffs' claims as to liability and damages, as well as
4 Plaintiffs' claims that any appropriate class may exist, and Defendants expressly reserve all rights to
5 challenge all such claims upon all procedural and substantive grounds, including the assertion of any
6 and all defenses, in the event that this settlement is not approved by the Court or is otherwise not
7 consummated. Moreover, this Joint Stipulation is for the purpose of settlement only, and the Court
8 and the Parties agree that the Joint Stipulation, Order of Preliminary Approval, Order of Final
9 Approval, and Final Judgment are made only for the purposes of settlement and are not determinative
10 of the propriety of the class claimed by Plaintiffs or any class, other than in connection with the
11 settlement, and will not have any collateral estoppel or res judicata effect on any class certification
12 issue in any future claim or action, except a claim or action based on or barred by the Order of Final
13 Approval.

14 **IV.**

15 **APPOINTMENT OF NAMED PLAINTIFFS' COUNSEL AS SETTLEMENT CLASS**
16 **COUNSEL**

17 14. Subject to the Court's approval, the Settling Parties hereby stipulate to the Court's
18 appointment of Settlement Class Counsel as follows: Macias Rodriguez Adams LLP.

19 **V.**

20 **SETTLEMENT APPROVAL PROCEDURES, APPOINTMENT OF SETTLEMENT**
21 **ADMINISTRATOR, AND NOTICE TO CLASS MEMBERS**

22 15. The Settling Parties' settlement of the Action, and their rights and obligations
23 hereunder, are expressly conditioned on both the Court's preliminary and final approval of this
24 Settlement as to the Settlement Class defined in Section III of this Agreement. Preliminary approval
25 shall be through the entry of an "Order of Preliminary Approval," substantially in the form and content
26 of **Exhibit B** hereto.

27 16. Class Counsel shall file a motion with the Court for preliminary approval of the
28 Settlement Agreement, and for an order certifying the Settlement Class for settlement purposes only

1 and setting a date for the settlement fairness hearing (“Final Approval Hearing”). In conjunction with
2 this request, Class Counsel shall submit this Agreement and supporting papers, including proposed
3 forms of all notices and other documents, as attached hereto, necessary to implement the Settlement
4 Agreement. The Order for Preliminary Approval shall provide for notice of the Agreement and related
5 matters (“Class Notice”) to the Settlement Class as specified herein, including notice of the procedure
6 to withdraw from the Settlement Class or object to the Settlement (with regard to the Settlement Class,
7 with the exception of the Named Plaintiffs). Said Class Notice shall be substantially in the form
8 attached hereto as **Exhibit C**, and as further described in this Agreement.

9 17. The Settling Parties and their counsel shall use their best efforts to cause the Court to
10 give preliminary and final approval to this Settlement Agreement as promptly as practical, to take all
11 steps contemplated by this Settlement Agreement to effectuate its terms and conditions, to perform all
12 acts and execute and deliver all documents, data, and declarations necessary to effectuate all provisions
13 of this Settlement Agreement, including but not limited to declarations from the Settling Parties in
14 support of class certification, and to oppose any appeal by any objector (“Mutual Full Cooperation”).

15 18. Subject to Court approval, the Settling Parties agree that Simpluris will be appointed
16 as Settlement Administrator. Simpluris has agreed to cap its fees at Twelve Thousand Dollars and
17 Zero Cents (\$12,000.00). The Settlement Administrator shall be paid from the GSA. The Settlement
18 Administrator will be responsible for calculating the monies to be made available to each putative
19 member of the Settlement Class; mailing the class notices; receiving and logging the Requests for
20 Exclusion; researching and updating addresses through skip-traces and similar means; answering
21 questions from Settlement Class Members; reporting on the status of the Settlement to the Settling
22 Parties; providing the Settling Parties with data regarding the filing of Requests for Exclusion, and the
23 calculation of distributions; establishing and maintaining a noninterest-bearing distribution account
24 for purposes of distributing settlement checks and distributions of attorneys’ fees, costs, and
25 Enhancement Awards; calculating withholding amounts and other tax obligations; handling reporting
26 obligations, including processing 1099s and W-2s; and performing such other tasks as the Settling
27 Parties may direct.

28 19. Not later than ten (10) calendar days after receipt of notice of the Court’s entry of an

1 Order of Preliminary Approval, Defendants must provide to the Settlement Administrator, in Excel or
2 other usable electronic format, a spreadsheet that contains the name, last known mailing address,
3 phone number, social security number, dates of employment, and number of weeks worked for each
4 Settlement Class Member (the "Settlement Class Member List").

5 20. Defendants shall meet-and-confer with the Settlement Administrator regarding the
6 format of the spreadsheet referenced in Paragraph 19 of this Agreement and shall cooperate to provide
7 any additional information which the Settlement Administrator may request that is reasonable and
8 necessary for the purpose of giving Class Notice and otherwise administering this Agreement.

9 21. Within twenty (20) calendar days of entry of the Order of Preliminary Approval, the
10 Settlement Administrator will mail the notice and exclusion form to the Class Members. The Notice
11 shall specify the process by which a Class Member may exclude themselves from the Settlement.

12 22. The Class Notice shall be accompanied by a statement (a "Request for Exclusion"), in
13 the form and content of **Exhibit D** hereto, which a putative member of the Settlement Class may fill
14 out and return to the Settlement Administrator indicating that the individual does not wish to
15 participate in this Agreement in any way and instead wishes to preserve his/her rights and be excluded
16 from the Settlement Class. To be effective, a Request for Exclusion must be postmarked no later than
17 the forty-five (45) calendar days after the date that Class Notice is first mailed (the "Exclusion
18 Deadline"). For all Notice materials that are returned to the Settlement Administrator because the
19 address is wrong, the Settlement Administrator shall take additional reasonable steps to try and locate
20 current addresses and resend the Notice materials to any current addresses obtained.

21 23. The Class Notice shall indicate that all members of the Settling Class shall have the
22 right to file written objections to the Settlement and/or to appear at the Final Approval Hearing (the
23 then-current date of which shall be included in the Class Notice). Written objections, if any, must be
24 filed with the Court, and mailed with a postmark to the contact persons set out in Paragraph 49, no
25 later than forty-five (45) calendar days after the date that Class Notice is first mailed (the "Objection
26 Deadline").

27 24. The Class Notice shall contain the release against Defendants contained in Paragraph
28 45 of this Agreement, and an easily understood statement alerting putative members of the Settlement

1 Class that by failing to submit a Request for Exclusion the individual is executing a release and waiver
2 of all such claims the employee may have against Defendants, whether or not they receive a portion
3 of the Net Settlement Amount.

4 25. The Settlement Administrator shall provide written notice to Class Counsel and
5 Defendants no later than five (5) business days after the Exclusion Deadline – as defined in Paragraph
6 22 of this Agreement – with a complete list of all putative members of the Settlement Class who have
7 timely requested exclusion from the class. If putative members of the Settlement Class representing
8 more than an aggregate total of ten (10%) percent of the verified work weeks for the Settlement Class
9 timely and properly submit Requests for Exclusions, Defendants may, at their election, rescind the
10 Settlement Agreement and all actions taken in furtherance of it will be thereby null and void.
11 Defendants must exercise this right of rescission, in writing, to Plaintiff's counsel within ten (10)
12 calendar days after the Settlement Administrator notifies the Settling Parties of the final report of the
13 total number of opt outs.

14 VI.

15 THE EFFECTIVE DATE AND TERMINATION

16 26. If the Settling Parties do not void the Settlement pursuant to Paragraph 30, this
17 Agreement shall become final and effective (the "Effective Date") on the occurrence of all of the
18 following events described in Paragraphs 27 through 29:

19 27. The Settlement is approved by the Court;

20 28. Entry by the Court of an Order and Judgment Granting Final Approval. The parties
21 shall jointly prepare a proposed Order and Judgment to this effect, which shall reflect, inter alia, the
22 Court's approval of the settlement pursuant to the terms of this Agreement. Said proposed Order and
23 Judgment shall be filed with the Court no later than 15 calendar days before the Final Approval
24 Hearing.

25 29. The time for appeal from the Court's approval of the Settlement as described in
26 Paragraph 27 hereof and entry of a final judgment as described in Paragraph 28 hereof has expired or,
27 if appealed, either all such appeals have been dismissed prior to resolution by the appellate court or
28 approval of this Settlement Agreement and final judgment has been affirmed in its entirety by the court

1 of the last resort to which such appeal has been taken and such affirmance is no longer subject to
2 further appeal or review, by certiorari or otherwise.

3 30. If any Court declines to enter the Preliminary Approval Order, the Final Approval
4 Order, or final judgment in substantially the form submitted by the Settling Parties, or if the Settlement
5 as agreed does not become final because of appellate court action or any other reason, this Settlement
6 Agreement, and any and all obligations of Defendants to pay any monies hereunder shall become null
7 and void and shall terminate. The terminating Settling Party shall give to the other Settling Party
8 (through its counsel) written notice of its decision to terminate no later than ten (10) calendar days
9 after receiving notice that one of the enumerated events has occurred. Termination hereunder shall
10 have the following effects:

11 (a) The Settlement Agreement shall be terminated and shall have no force or
12 effect, and no Party shall be bound by any of its terms.

13 (b) Defendants shall have no obligation to make any payments in any form,
14 including but not limited to any party, Class Member, or attorney.

15 (c) The Preliminary Approval Order, Final Approval Order, and final judgment,
16 including any order of class certification, shall be vacated.

17 (d) The Settlement Agreement and all negotiations, statements, and proceedings
18 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall
19 be restored to their respective positions prior to the Settlement.

20 (e) Except as otherwise discoverable and subject to all limitations described herein,
21 neither this Agreement, any ancillary documents, actions, statements, or filings in furtherance
22 of settlement (including all matters associated with the mediation) shall be admissible or
23 offered into evidence in the Action or any other action for any purpose whatsoever.

24 VII.

25 ATTORNEYS' FEES, COSTS AND EXPENSES, AND ENHANCEMENT AWARDS

26 31. The Action alleges a claim for attorneys' fees and costs. The Settling Parties agree that
27 any and all such claims for attorneys' fees and costs have been settled in this Agreement and are
28 included in the settlement amount set forth in Paragraph 8 of this Agreement.

32. Class Counsel may petition the Court for attorneys' fees not to exceed thirty-five percent (35%) of \$2,000,000.00, including any interest, plus reasonable costs not to exceed \$20,000.00, subject to approval by the Court. Attorneys' fees paid pursuant to this Settlement Agreement shall be inclusive of all fees in this matter. Defendants agree not to object to Class Counsel's fees of up to thirty-five percent (35%) of \$2,000,000.00 and reasonable costs approved by the Court not to exceed \$20,000.00. The Parties agree that the apportionment of attorneys' fees and costs among Class Counsel is an independent and separate agreement among Class Counsel. Any reduction by the Court of Class Counsel's claimed attorneys' fees and/or reasonable costs shall not be sufficient grounds to void the Settlement. Additionally, Class Counsel will petition the Court to pay the Settlement Administrator out of the GSA, which amount Simpluris has agreed to cap at \$12,000, and Defendants agree not to object to that amount.

33. Class Counsel may apply to the Court for an additional award to each Named Plaintiff not to exceed Ten Thousand U.S. dollars and no cents (\$10,000.00) as reasonable additional compensation for the time and effort expended by them in connection with the initiation and maintenance of the Action and in consideration for the claims released herein (the “Enhancement Award”). Defendants will not oppose Class Counsel’s application under this Paragraph. Any Enhancement Award will be in addition to any amount Named Plaintiffs may be entitled to receive on account of their own individual claims pursuant to Section IX of this Agreement.

34. Any awards or amounts pursuant to Paragraphs 32 and/or 33 will be funded solely and completely from the GSA.

VIII.

PLAN OF ALLOCATION AND DISTRIBUTION OF THE SETTLEMENT FUND

35. The GSA shall be allocated, in order, as follows:

(a) First, to attorneys' fees, costs and expenses of Class Counsel, as may be awarded by the Court pursuant to Paragraph 32 of this Agreement;

(b) Second, to any Enhancement Award, as may be awarded by the Court pursuant to Paragraph 33 of this Agreement;

1 (c) Third, to costs of settlement administration pursuant to Paragraph 32 of this
2 Agreement; and

3 (d) Fourth, to the State of California Labor & Workforce Development Agency
4 (“LWDA”), a Seventy-Five Thousand Dollar (\$75,000.00) payment, which represents 75% of
5 the amount allocated to settlement of the Labor Code Private Attorneys General Act of 2004
6 (“PAGA”) (Labor Code §§ 2698, *et seq.*) claims (or such other amount, if any, ordered by the
7 Court);

8 (e) Fifth, to the “Net Settlement Amount” or “NSA.” The Net Settlement Amount
9 shall be defined as the Gross Settlement Amount less attorneys’ fees, any and all costs and
10 expenses, costs of settlement administration, Enhancement Awards to the Class
11 Representatives, and payment to the LWDA. The Parties agree that 100% of the Net Settlement
12 Amount will be distributed as described in Paragraph 36.

13 36. The NSA shall be distributed by the Settlement Administrator as follows:

14 (a) First, the Settlement Administrator shall mail a Notice and Request for
15 Exclusion form to each Settlement Class Member via First Class U.S. Postage.

16 (b) Any Notice materials that are returned as undeliverable by the Postal Service
17 with a forwarding address will be re-mailed to the new address and the Settlement
18 Administrator will update the Settlement Class Member List accordingly.

19 (c) For any Notice materials that are returned as undeliverable by the Postal Service
20 without a forwarding address, the Settlement Administrator will perform a “skip trace” or
21 equivalent address search to locate the most accurate and updated address information. The
22 Settlement Administrator shall then re-mail the Notice materials to any new addresses found
23 and update the Settlement Class Member List.

24 (d) The Settlement Administrator shall then track all Settlement Class Members
25 that it did not locate with its address search, as well as all whose re-mailed Notice materials
26 were once again returned by the Postal Service and compile a list of these Settlement Class
27 Members (the “Known Bad Address List”).
28

1 (e) The Settlement Administrator shall also track all Requests for Exclusion filed
2 by the Exclusion Deadline and compile a list of all Settlement Class Members requesting
3 exclusion (the "Exclusion List").

4 (f) The Settlement Administrator shall then remove from the Settlement Class
5 Member List all Settlement Class Members who appear on the Known Bad Address List and
6 Exclusion List. This new list shall be called the Member Distribution List.

7 (g) Payments to Settlement Class Members from the NSA shall only be made to
8 Settlement Class Members appearing on the Member Distribution List ("Qualified Members").

9 37. Defendants agree that the Settlement Administrator shall allocate and distribute 100%
10 of the NSA to individuals appearing on the Member Distribution List. Payment to Settlement Class
11 Members shall be on a pro-rata basis depending on the number of weeks each individual worked. No
12 monies will revert back to Defendants. In allocating and making the distribution to individuals
13 appearing on the Member Distribution List, for those individuals who have already received payments
14 through the initial settlement process (72 individuals in total), the Settlement Administrator will first
15 subtract any initial settlement amounts already paid to said individuals and pay any remaining balance.

16 38. The Settlement Administrator shall make payments from the NSA only pursuant to the
17 terms of this Settlement Agreement and only after the Effective Date.

18 39. For the purposes of calculating applicable taxes:

19 (a) From the NSA, twenty percent (20%) of each Settlement Payment shall be
20 allocated to unpaid wages and eighty percent (80%) to penalties and interest. The Settlement
21 Administrator shall make appropriate withholdings for the payment of taxes and other required
22 withholdings. Qualified Members shall be individually responsible for the employee's share
23 of taxes attributable to receipt of the Qualified Member's payment. The Settlement
24 Administrator shall be responsible for determining the employer share of any applicable
25 payroll taxes attributable to the Class Member Payouts and remit said monies, along with the
26 appropriate documentation, to the relevant taxing agencies in accordance with applicable laws
27 and regulations. Defendants shall provide the Settlement Administrator with any information
28 reasonably necessary to perform the calculations discussed in this Paragraph.

1 (b) One hundred percent (100%) of the Enhancement Awards will be allocated to
2 ordinary income, payable on a Form 1099.

3 40. The final approval hearing will be set within forty-five (45) calendar days from the date
4 that notice is first mailed or as soon as the Court is available. Upon final approval, and the expiration
5 of any appeal period or if there is an appeal, the resolution of any appeal upholding the final approval,
6 Defendants shall have forty-five (45) calendar days, or until September 7, 2022, whichever comes
7 later, to deposit Two Million Dollars (\$2,000,000.00) into an escrow account set up by the Settlement
8 Administrator. All settlement checks which are not cashed within One Hundred and Eighty (180)
9 calendar days of payment to Settlement Class Members shall be donated to a Hispanic charity agreed
10 upon by the Parties. If the Parties cannot agree upon a charity, the Parties agree that the Court may
11 designate a charity to which the monies shall be donated.

12 41. The Settlement Administrator shall deposit the GSA in a noninterest-bearing
13 distribution account immediately upon receipt of the fund transfers discussed in Paragraph 40. The
14 Settlement Administrator shall pay Class Member Payouts, less applicable taxes and withholdings, by
15 mailing the payments via first-class mail to the Qualified Members of the Settlement Class within five
16 (5) business days of receipt of the total GSA (*i.e.*, after the settlement deposit by Defendants).

17 42. The Settlement Administrator shall pay Class Counsel any attorneys' fees, costs and
18 expenses approved by the Court within five (5) business days of receipt of the total GSA (*i.e.*, after
19 the settlement deposit by Defendants).

20 43. The Settlement Administrator shall pay Named Plaintiffs any Enhancement Award
21 approved by the Court within five (5) business days of receipt of the total GSA (*i.e.*, after the settlement
22 deposit by Defendants).

23 44. The Settlement Administrator shall pay the LWDA any amount allocated to settlement
24 of the PAGA claims approved by the Court within five (5) business days of receipt of the total GSA
25 (*i.e.*, after the settlement deposit by Defendants).

IX.
RELEASES

45. Upon the Effective Date, the claims released by the Class Members who do not opt out of this Settlement are all claims against Defendants as alleged in the Second Amended Complaint, or could have been alleged, based upon the same factual predicate as the claims raised in the Second Amended Complaint, including, but not limited to, claims for unpaid wages, overtime pay, minimum wage, regular wages, noncompliant and/or missed meal period pay, noncompliant and/or missed rest period pay, unreimbursed expenses, failure to maintain records, failure to pay all wages when due, claims for interest, attorneys' fees, costs, penalties, waiting time penalties, wage statement penalties, premium pay, Business & Professions Code Section 17200 *et seq.*, and penalties under PAGA (Private Attorney General's Act), (collectively, the "Released Claims").

46. **Waiver of California Civil Code Section 1542.** As to the claims of Named Plaintiffs Oralia Talamantes, Blanca Magana and Cesar Hernandez Martinez, each shall be deemed to have, and by operation of final judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT 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."

Plaintiffs Oralia Talamantes, Blanca Magana and Cesar Hernandez Martinez expressly understand fully the statutory language of Civil Code § 1542, and, with this understanding, assumes all risks for claims released hereunder that have already arisen or may in the future arise, whether known or unknown, suspected or unsuspected, and specifically waive all rights each may have under California Civil Code § 1542 with respect to the claims released in paragraph 45. Plaintiffs Oralia Talamantes, Blanca Magana and Cesar Hernandez Martinez understand that, if any of the facts relating

1 in any manner to the Actions, or to the release and dismissal of claims as provided in this Agreement,
2 are hereafter found to be other than or different from the facts now believed to be true, each has
3 expressly accepted and assumed that risk and agrees that this Agreement and the release of claims
4 contained herein shall nevertheless remain effective.

5 **X.**

6 **ADDITIONAL TERMS AND CONDITIONS**

7 47. Settlement Fair and Reasonable

8 Class Counsel has considerable experience in litigating and settling wage-and-hour
9 class actions of this type and is sufficiently familiar with the facts of this case and the applicable laws
10 and regulations to make an informed judgment as to the fairness of this Settlement. In light of this
11 experience, and for reasons that will be more fully explained in Class Counsel's motion for preliminary
12 approval, Class Counsel and the Named Plaintiffs believe that the settlement terms herein are fair and
13 reasonable with regard to the interests of the Settlement Class.

14 48. Settlement the Result of Arm's-Length Bargaining.

15 The terms of the Settlement Agreement are the result of over one year and a half of
16 litigation with extensive discovery and following lengthy arm's-length negotiations before a respected
17 mediator.

18 49. Notices.

19 Except for Settlement Class Member notices which are required herein to be made to
20 or by the Settlement Administrator, all notices, requests, demands, and other communications related
21 to or in connection with this Agreement shall be in writing, and shall be provided by appropriate
22 method depending on the urgency (e.g., personal delivery, facsimile, overnight delivery, or first-class
23 U.S. mail) to:

24 **TO THE SETTLING CLASS:**

25 Jose Macias, Jr.
26 **MACIAS RODRIGUEZ ADAMS LLP**
26 1550 The Alameda, Suite #332
27 San Jose, California 95126
27 Tel: 408-455-1243
28 Email: jose@mra-llp.com

TO DEFENDANTS:

Michael Farbstein
FARBSTEIN & BLACKMAN
411 Borel Ave., Suite #425
San Mateo, California 94402
Tel: 650-554-6200
Email: maf@farbstein.com

1 50. Modification by Writing Only.

2 This Agreement, and its terms and Exhibits, may be modified only in a writing signed
3 by all counsel of record for the Settling Parties, and will not become effective unless and until approved
4 by the Court or otherwise as ordered by the Court.

5 51. Representations.

6 1. The Named Plaintiffs, on behalf of themselves and the Settlement Class, have
7 expressly authorized Class Counsel to take all appropriate actions required or permitted to be taken
8 pursuant to this Agreement to effectuate its terms.

9 (a) Each attorney executing this Agreement or any of its Exhibits on behalf of any
10 Settling Party hereto hereby warrants that full authority to do so has been given by his/her client(s).

11 (b) The Settling Parties represent and agree that neither have received and/or relied
12 upon any advice and/or representations from the other party and/or its attorneys as to the necessity for
13 withholding or the taxability of the consideration paid pursuant to this Agreement, whether pursuant
14 to federal, state or local income tax statutes or otherwise.

15 52. Mutual Cooperation. The Settling Parties and their counsel shall use their best efforts
16 to cause the Court to give preliminary and final approval to this Settlement Agreement as promptly as
17 practical, to take all steps contemplated by this Settlement Agreement to effectuate its terms and
18 conditions, to perform all acts and execute and deliver all documents, data and declarations necessary
19 to effectuate all provisions of this Settlement Agreement, including but not limited to declarations
20 from the Settling Parties in support of class certification, and to oppose any appeal by any objector
21 (“Mutual Full Cooperation”).

22 53. Construction and Integration.

23 This Agreement, including its exhibits, constitutes the entire agreement and
24 understanding between the parties, and supersedes any previous agreements or understandings
25 between the Settling Parties. No representations, warranties, or inducements have been made to any
26 party concerning the subject matter of this Agreement and/or exhibits other than the representations,
27 warranties and covenants contained in such documents. This Agreement and related exhibits shall be
28 construed each as a whole, and with reference to one another, according to their fair meaning and

1 intent. Each of the Settling Parties represent that its/their counsel has participated and cooperated in
2 the drafting and preparation of this Agreement and related exhibits; hence, in any construction to be
3 made of this Agreement and/or exhibits, the same shall not be construed against any party on the basis
4 that said party was the drafter.

5 54. Governing Law.

6 This Agreement and the Exhibits hereto shall be deemed to have been negotiated,
7 executed and delivered, and to be wholly performed, in the State of California. The rights and
8 obligations of the parties under the Agreement shall be construed and enforced in accordance with,
9 and be governed by, the substantive and procedural laws of the State of California without regard to
10 California's choice of law principles.

11 55. No Public Comment

12 Other than necessary disclosure made to or by order of the Court, necessary
13 disclosures to be made to the LWDA, or to the Settlement Class members, Named Plaintiffs and Class
14 Counsel shall not directly or indirectly disclose the facts, Gross Settlement Amount, or terms of this
15 class and representative action settlement to the media, the press, or on any website, or otherwise issue
16 any public statements or advertisements in any form or media concerning the settlement. This
17 provision shall not prohibit Class Counsel from responding to specific questions from Settlement Class
18 members, and nothing herein shall be interpreted as preventing any good faith communication by
19 Class Counsel and/or any Parties with the Court, the Settlement Class members, or the Claims
20 Administrator. Nothing in this provision shall be construed as preventing the Parties from disclosing
21 the Settlement to third parties without identifying the case name, case number, or names of any of the
22 Parties or Released Parties. Class Counsel shall also be allowed to refer to the Action and Settlement
23 in other litigations to support their adequacy as attorneys for a putative class or PAGA group or to
24 justify an award of attorneys' fees.

25 56. Counterparts.

26 This Agreement may be executed in one or more faxed counterparts, which may be
27 filed with the Court. All executed counterparts, and each of them, shall be deemed to be one and the
28 same instrument. Once available, a complete set of executed counterparts shall be filed with the Court.

Copies of the complete set of executed counterparts may be used for all purposes in lieu of the originals and shall have the same force and effect as the originals.

57. Attorneys' Fees, Costs and Expenses.

Except as otherwise specifically provided for herein, each party shall bear its/her own attorneys' fees, costs and expenses, taxable or otherwise, incurred by them in or arising out of the Actions, and shall not seek reimbursement thereof from any other party to this Agreement.

58. Continuing Jurisdiction.

Except as otherwise specifically provided for herein, the Superior Court of the State of California, County of Santa Clara shall retain jurisdiction to construe, interpret and enforce this Agreement and the settlement, to supervise all notices, the administration of the settlement and this Agreement and distribution of the Settlement Fund, and to hear and adjudicate any dispute arising from or related to the settlement and/or this Agreement.

59. The signatories hereto represent and warrant that they have the authority to sign on behalf of their designated parties. This Settlement Agreement is intended to have a binding effect to the maximum extent permitted under state and federal law.

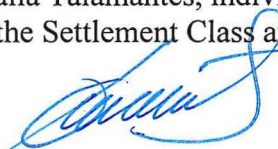
IN WITNESS WHEREOF, the undersigned Settling Parties and their duly-authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Dated: 01/20/22



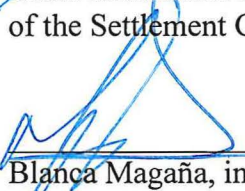
Oralia Talamantes, individually, and on behalf
of the Settlement Class and as Class Representative

Dated: 01/20/22



Cesar Hernandez Martinez, individually, and on behalf
of the Settlement Class and as Class Representative

Dated: 01-20-2022



Blanca Magaña, individually, and on behalf
of the Settlement Class and as Class Representative

1 Dated: _____

2 Jesus Lopez, individually, and on behalf of Mi Rancho
3 Supermarket (San Jose) Inc., Mi Rancho Supermarket
4 (San Jose 2), Inc., Mi Rancho Supermarket (Redwood
5 City) Inc., Mi Rancho Supermarket (Redwood City Store
6 2) Inc., and Mi Rancho Supermarket (San Leandro) Inc.

6 Dated: _____

7 Yolanda Lopez, individually, and on behalf of Mi
8 Rancho Supermarket (San Jose) Inc., Mi Rancho
9 Supermarket (San Jose 2), Inc., Mi Rancho Supermarket
10 (Redwood City) Inc., Mi Rancho Supermarket
11 (Redwood City Store 2) Inc., and Mi Rancho
12 Supermarket (San Leandro) Inc.

11 **APPROVED AS TO CONTENT AND FORM:**

13 Dated: January 20, 2022



15 JOSE MACIAS, JR.
16 HECTOR RODRIGUEZ
17 TRAVIS M. ADAMS
18 **MACIAS RODRIGUEZ ADAMS LLP**
Attorneys for Plaintiffs

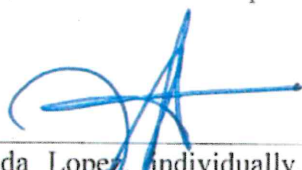
19 Dated: January __, 2022

21 MICHAEL FARBSTEN
22 ANN LIROFF
23 RAMSEY KAWAR
24 **FARBSTEIN & BLACKMAN**
25 Attorneys for Defendants

1 Dated: 1-31-22

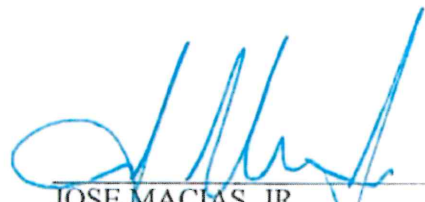

Jesus Lopez, individually, and on behalf of Mi Rancho
Supermarket (San Jose) Inc., Mi Rancho Supermarket
(San Jose 2), Inc., Mi Rancho Supermarket (Redwood
City) Inc., Mi Rancho Supermarket (Redwood City Store
2) Inc., and Mi Rancho Supermarket (San Leandro) Inc.

2
3
4
5
6 Dated: 1/31/2022


Yolanda Lopez, individually, and on behalf of Mi
Rancho Supermarket (San Jose) Inc., Mi Rancho
Supermarket (San Jose 2), Inc., Mi Rancho Supermarket
(Redwood City) Inc., Mi Rancho Supermarket
(Redwood City Store 2) Inc., and Mi Rancho
Supermarket (San Leandro) Inc.

7
8
9
10
11 **APPROVED AS TO CONTENT AND FORM:**

12
13 Dated: January 20, 2022


JOSE MACIAS, JR.
HECTOR RODRIGUEZ
TRAVIS M. ADAMS
MACIAS RODRIGUEZ ADAMS LLP
Attorneys for Plaintiffs

14
15
16
17
18
19 Dated: January 31, 2022


MICHAEL FARBSTEIN
ANN LIROFF
RAMSEY KAWAR
FARBSTEIN & BLACKMAN
Attorneys for Defendants

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding ("MOU") is entered into in *Oralia Gonzalez Talamantes et al. v. Mi Rancho Supermarket (San Jose) Inc., et al.* (Santa Clara County Superior Court, Case No. 20CV365957) (the "Action") by and between the named Plaintiffs, Claimant Blanca Magaña, on behalf of themselves and the putative Settlement Class (defined below), and Defendants, for the purpose of memorializing their agreement to the principal terms of a settlement of this Action.
2. The named Plaintiffs in *Oralia Gonzalez Talamantes et al. v. Mi Rancho Supermarket (San Jose) Inc., et al.* are Oralia Gonzalez Talamantes and Cesar Hernandez Martinez (collectively, "Plaintiffs" or "Class Representatives").
3. The named Defendants in *Oralia Gonzalez Talamantes v. Mi Rancho Supermarket (San Jose) Inc., et al.* are Mi Rancho Supermarket (San Jose) Inc., Mi Rancho Supermarket (San Jose 2) Inc., Mi Rancho Supermarket (Redwood City) Inc., Mi Rancho Supermarket (Redwood City Store 2) Inc., ("Mi Rancho"), Jesus Lopez and Yolanda Lopez ("Owners") (collectively, "Defendants"). Pursuant to the terms of this MOU, Plaintiffs' counsel agrees to file a Second Amended Complaint naming Mi Rancho Supermarket (San Leandro), Inc. as an additional named Defendant and naming Blanca Magaña as an additional named Plaintiff both of which will be subject to the terms of this MOU. Defendants agree to stipulate to the filing of the Second Amended Complaint.
4. This MOU shall become binding and enforceable upon its execution by the named Plaintiffs from *Oralia Gonzalez Talamantes v. Mi Rancho Supermarket (San Jose) Inc., et al.*, Blanca Magaña, a designated representative of Mi Rancho, and Owners. The Parties intend to enter into a more formal "long" settlement agreement ("Stipulation of Settlement") consistent with the terms of this MOU, but the Parties agree that even if no formal settlement document is signed, they intend this MOU to be enforceable by motion under California Code of Civil Procedure § 664.6, subject to the court's class action approval process. Further, the Plaintiffs and Defendants (collectively, the "Parties") intend this MOU to be admissible and enforceable pursuant to California Evidence Code § 1123 with the signature of Defendants and Plaintiffs, notwithstanding the confidentiality provisions of California Evidence Code §§ 1119, *et seq.*
5. The California Class herein consists of all persons employed by Defendants as hourly-paid or non-exempt employees in the State of California from April 2, 2020, until preliminary approval of this class and representative action settlement, or three months after the date of this MOU, whichever occurs last (the "Covered Period"). It shall be an opt-out class.
6. The Private Attorneys General Act ("PAGA") Class herein consists of all persons employed by Defendants as hourly-paid or non-exempt employees in the State of California from March 2, 2019, until preliminary approval of this class and representative action settlement, or three months after the date of this MOU, whichever occurs last ("Aggrieved Employees").

7. The Settlement Class herein consists of the California Class and PAGA Class, as defined above.
8. The Settlement Class' counsel is Macias Rodriguez Adams LLP ("Class Counsel").
9. The Parties stipulate to class certification for purposes of settlement only. If the Court does not grant preliminary and final approval of this class and representative action settlement, the Parties will not stipulate to class certification.
10. Mi Rancho shall pay an amount no more than the total sum of Two Million Dollars (\$2,000,000.00) on behalf of the named Defendants in full and complete settlement of this Action, which sum includes claims administration expenses, attorneys' fees, attorneys' expenses, service awards, PAGA payment, and employer-side payroll taxes (the "Gross Settlement Amount"). In no event shall Defendants be liable for more than \$2,000,000.00 as a result of this settlement. Unless paid earlier, the Gross Settlement Amount shall be made in one single installment due 45 days after the date the judgment becomes final and no longer subject to appeal, provided that the judgment is entered in the form proposed by the Parties, or 12 months after the date of the execution of this MOU, which ever comes later.
11. The settlement will be on a common fund basis. The Gross Settlement Amount shall be all-in with no reversion to Defendants. There will be no claim form or claims procedure. Class Counsel will select a Claims Administrator. Fees of the Claim Administrator shall be paid out of the Gross Settlement Amount.

After deducting claims administration expenses, attorneys' fees, attorneys' expenses, service awards, PAGA payment, and employer-side payroll taxes, the remaining net balance of the Gross Settlement Amount shall be distributed on a pro rata basis to Settlement Class Members based on the number of workweeks worked by each Settlement Class Member for Defendants during the Covered Period. The settlement payment for each Settlement Class Member shall be allocated as follows: (a) 20 % as wages; and (b) 80% as penalties and interest. In making the distribution, the Claims Administrator will determine the individual payouts, and for the payees who have already received payments through the initial settlement process (72 people), those initial settlement amounts already paid shall be subtracted from the payment to be made to said individuals, and the balance paid to these payees. The remaining funds shall be returned to the total settlement fund and shall be distributed prorata to the Settlement Class Members based upon the number of workweeks worked by each Settlement Class Member.

12. The Parties designate that a PAGA payment of \$100,000 (the "PAGA Payment") shall be made from the Gross Settlement Amount, with 25% of the PAGA Payment going to the PAGA Class Members and 75% of the PAGA Payment going to the California Labor & Workforce Development Agency ("LWDA").
13. Defendants shall not oppose a service award to each named Plaintiff and Blanca Magaña in the amount of \$10,000, to be deducted from the Gross Settlement Amount, in exchange

for his/her service as a Class Representative and a general release of all claims against the Released Parties. This service award is in addition to the payment to which he/she is entitled as a Settlement Class Member. Even in the event that the Court reduces or does not approve the requested service award for the Class Representatives, Plaintiffs and Claimant Magaña shall not have the right to revoke this MOU or this settlement, which will remain binding.

14. Plaintiffs will request that the Court approve an award of attorney's fees in an amount of 35% of the Gross Settlement Amount. Defendants agree not to oppose the reasonableness of this request. Even in the event that the Court reduces or does not approve the requested attorneys' fees, Class Counsel shall not have the right to revoke this MOU or this settlement, which will remain binding.
15. Upon entry of final judgment, Defendants shall be entitled to the following releases in favor of the Defendants named in the Complaint in *Oralia Gonzalez Talamantes et al. v. Mi Rancho Supermarket (San Jose) Inc., et al.* (Santa Clara County Superior Court, Case No. 20CV365957), and any predecessor, successor, subsidiary, parent, affiliated or related entity, and each of their employees, agents, directors, and/or officers (collectively, the "Released Parties"):
 - a. Release by Plaintiff Cesar Hernandez Martinez: Plaintiff Cesar Hernandez Martinez shall be bound by a complete Section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law.
 - b. Release by Oralia Gonzalez Talamantes, Blanca Magaña and Settlement Class Members: Plaintiff Talamantes, Claimant Magaña, and all Settlement Class Members will be bound by a release of all claims against the Released Parties, whether known or unknown, within the definition of "Released Claims."
 - c. Definition of Released Claims: This MOU or this settlement will include a broad release of all claims, causes of action and factual or legal theories that were alleged on behalf of Settlement Class Members in the Complaints in *Oralia Gonzalez Talamantes et al. v. Mi Rancho Supermarket (San Jose) Inc., et al.* (Santa Clara County Superior Court, Case No. 20CV365957), or reasonably could have been alleged based on the facts and legal theories contained in the Complaints and the Plaintiffs' LWDA Notice, including but not limited to all wage and hour claims that could have been raised by Plaintiffs such as all claims and causes of action related to or arising out of meal periods, rest breaks, unpaid wages, including PTO, vacation pay, sick pay and unreimbursed expenses (collectively, the "Released Claims"). The period of the releases shall extend to the limits of the Covered Period. Expressly excluded from the Released Claims are claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims arising outside of the Covered Period.
 - d. PAGA Release: The LWDA, and any persons purporting to act on its behalf, including all of the allegedly Aggrieved Employees at issue in *Oralia Gonzalez Talamantes et al. v. Mi Rancho Supermarket (San Jose) Inc., et al.* (Santa Clara

County Superior Court, Case No. 20CV365957), will be bound by a release of all claims against any Released Party for civil penalties recoverable under PAGA arising out of the Released Claims during the PAGA Covered Period, which is from March 2, 2019 until preliminary approval of this class and representative action settlement, or three months after the date of this MOU, whichever occurs last.

16. All settlement checks not cashed within One Hundred and Eighty (180) calendar days of payment to Settlement Class Members shall be donated to a non-profit organization assisting Hispanic workers in California to be mutually agreed upon by the Parties. If the Parties cannot agree upon the non-profit organization, the Parties agree that the Court may designate a charity to which the monies shall be donated.
17. Plaintiffs, Claimant Magaña and Defendants waive any and all claims for fees, costs, indemnity or contribution against any member of the Settlement Class, Defendants or their counsel.
18. The Settlement Class Members shall have forty-five (45) calendar days from the date the notice is first mailed in which to object to or exclude themselves from this class and representative action settlement. Neither Plaintiffs, Claimant Magaña, nor Defendants shall encourage any Settlement Class Member to opt out. Settlement Class Members who submit timely requests to opt out of the settlement will not participate in the settlement and will not be bound by the terms of this MOU or this class and representative action settlement or the final judgment. Settlement Class Members who do not submit timely requests to opt out of the settlement will become Settlement Class Members, will participate in the settlement and will be bound by the terms of this MOU or this class and representative action settlement and the final judgment.
19. Notwithstanding any other provision of this MOU, Defendants shall retain the right, in their sole discretion, to nullify and revoke this class and representative action settlement and their stipulation to class certification prior to the final approval hearing if ten percent (10%) or more of Settlement Class Members opt out of the settlement.
20. The Parties to this MOU pledge their good faith and fair dealing in supporting the approval of this settlement by the Court.
21. The Parties also intend this MOU to be fully binding and enforceable by the Court upon motion of any party, and pledge their good faith and fair dealing in providing assent to the Stipulation of Settlement.
22. Any dispute between the Parties as to the remaining terms of the Stipulation of Settlement shall be presented to the mediator, Jeffrey A. Ross, Esq., for resolution.
23. Neither this MOU, nor final form of settlement (the Stipulation of Settlement), shall constitute an admission on behalf of Defendants of any form of liability or the accuracy of any allegation made by Plaintiffs, Claimant Magaña or Plaintiffs' counsel.

24. The Parties to this MOU agree that it reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.
25. This MOU may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this MOU.
26. The Parties agree not to object to any Court filings consistent with the terms of this MOU. The Parties further agree that upon signing the litigation will be stayed for all purposes.
27. The Parties agree that the Court shall retain continuing jurisdiction over this Action under California Code of Civil Procedure § 664.6 to ensure the continuing implementation of the provisions of this class and representative action settlement. The Parties also agree that the time within which to bring this action to trial under California Code of Civil Procedure § 583.310 shall be extended from the date of the signing of this MOU by all Parties until the entry of the final approval order and judgment by the Court. If the final approval of this class and representative action settlement is not entered by the Court, this MOU shall no longer be of any force or effect.
28. Other than necessary disclosure made to or by order of the Court, necessary disclosures to be made to the LWDA, or to the Settlement Class Members, Plaintiffs, Claimant Magaña and Class Counsel shall not directly or indirectly disclose the facts, Gross Settlement Amount, or terms of this class and representative action settlement to the media, the press, or on any website, or otherwise issue any public statements or advertisements in any form or media concerning the settlement. This provision shall not prohibit Class Counsel from responding to specific questions from Settlement Class Members, and nothing herein shall be interpreted as preventing any good faith communication by Class Counsel and/or any Parties with the Court, the Settlement Class Members, or the Claims Administrator. Nothing in this provision shall be construed as preventing the Parties from disclosing the Settlement to third parties without identifying the case name, case number, or names of any of the Parties or Released Parties. Class Counsel shall also be allowed to refer to the Action and Settlement in other litigations to support their adequacy as attorneys for a putative class or PAGA group or to justify an award of attorneys' fees.
29. Class Counsel shall draft settlement documents for distribution and shall draft and file a motion for preliminary approval of this class and representative action settlement.

IT IS SO AGREED:

Dated: 09/07/2021



Plaintiff Oralia Gonzalez Talamantes

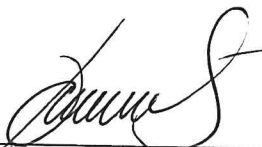
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Dated: 9-07-2021

Dated: 9-7-2021

Dated: 9-7-202

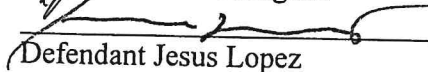
Dated: 9-7-2021



Plaintiff Cesar Hernandez Martinez



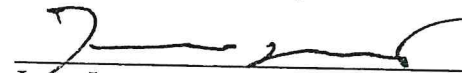
Claimant Blanca Magaña



Defendant Jesus Lopez



Defendant Yolanda Lopez



Jesus Lopez, Defendant Mi Rancho's President and Representative