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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF SAN DIEGO**

17 ANA SANTANA, individually and on behalf of
18 all similarly situated current and former and/or
19 aggrieved employees of DEFENDANTS in the
20 State of California,

20 Plaintiff,

21 v.

22 HARBOR FOODS, INC., HARBOR FOODS
23 #2, INC., HARBOR FOODS #3, INC, HARBOR
24 FOODS #4, INC. and DOES 1 THROUGH 50,
25 inclusive,

25 Defendants.

Case No.: 37-2020-00026743-CU-OE-CTL

**DECLARATION OF GRAHAM S.P. HOLLIS
IN SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL
OF CLASS AND PAGA ACTION
SETTLEMENT**

[IMAGED FILE]

Date: April 21, 2023
Time: 9:00 a.m.
Judge: Hon. James A. Mangione
Dept: C-75

Complaint Filed: July 30, 2020
Trial Date: None Set

1 I, Graham S.P. Hollis, declare as follows:

2 1. I am an attorney at law licensed to practice before all courts of the State of California. I
3 am a shareholder of the law firm GrahamHollis, APC in San Diego, California. Co-shareholder Vilmarie
4 Cordero, associate Erik Dos Santos, and I are the primary attorneys from my firm handling this case.

5 2. I am thoroughly familiar with, and have personal knowledge of, all of the facts set forth
6 herein. If called as a witness, I could and would competently testify to the information set forth below.

7 3. Alongside Gaines & Gaines, APLC, Ms. Cordero, Erik Dos Santos and myself are counsel
8 of record of Plaintiffs Ana Santana and Maria, the PAGA Employees, and the proposed settlement class
9 in this matter.

10 4. I submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary
11 Approval of Class and PAGA Action Settlement, which seeks an order: (1) preliminarily approving the
12 proposed Settlement; (2) provisionally certifying the Settlement Class; (3) approving the form and content of the
13 Class Notice; (4) appointing Plaintiff as Class Representatives and Plaintiff's Counsel as Class Counsel; (5)
14 approving ILYM Group, Inc. as the Settlement Administrator; and (6) scheduling a Final Approval Hearing.

15 5. A true and correct copy of the fully executed Joint Stipulation for Class and PAGA Action
16 Settlement ("Settlement Agreement" or "SA") is attached hereto as **Exhibit 1**. A true and correct copy of
17 the Notice of Class Action Settlement ("Class Notice") is attached as **Exhibit 2**.

18 6. Plaintiffs provided a copy of the Settlement Agreement to the State of California, Labor
19 and Workforce Development Agency ("LWDA") at the same time Plaintiff's Unopposed Motion for
20 Preliminary Approval of Class and PAGA Action Settlement was filed with the Court. True and correct
21 copies of the confirmation of the submissions of the Settlement Agreement to the LWDA are attached
22 herein, for ease of reference, as **Exhibit 3**.

23 7. I am not aware of any class, representative or other collective action in any other court in
24 this, or any other jurisdiction, that asserts claims similar to those asserted in this action on behalf of a class
25 or group of individuals who would also be members of the class defined in this action. I made a reasonable
26 inquiry of other members of my law firm and they are not aware of any such similar actions.

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CLASS COUNSEL'S CLASS ACTION EXPERIENCE

8. I have been a member of the State Bar of California since 1985. I have personally tried many bench and jury trials to verdict in various courts in California and I have represented employees and employers in employment litigation matters since 1995. My involvement in various forms of class action litigation spans more than twenty years.

9. Over the past ten years, my firm has been appointed as class counsel and received adequate and fair settlements in over eighty class action lawsuits in the district and state courts of California with claims similar to those presented here. Additionally, my firm currently serves as plaintiff's counsel for approximately thirty wage and hour class and representative employment law cases. A list of the cases in which my firm has served as class counsel and/or currently serves as counsel for plaintiffs in wage and hour employment actions pending throughout California is attached hereto as **Exhibit 4**.

10. I have also served as defense counsel in the following class action cases: *Garza, et al. v. SRH Investments LLC, et al.*, Superior Court for the County of Los Angeles; *Avila, et al. v. Gateway Ivey Ranch Associates, et al.*, Superior Court for the County of San Diego; *Cabrera, et al. v. Fieldstone Communities, Inc., et al.*, Superior Court for the County of San Diego; *Cheatwood, et al. v. Greystone Homes, Inc., et al.*, Superior Court for the County of San Bernardino; *Castro, et al. v. Kaufman & Broad of Southern California, Inc. et al.*, Superior Court for the County of San Diego; *Flores, et al. v. Eastlake Trails Co. LLC et al.*, Superior Court for the County of San Diego; *Pacheco, et al. v. WL Coral Gate Associates, et al.*, Superior Court for the County of San Diego; *Garcia, et al. v. Cambridge Homes, et al.*, Superior Court for the County of Riverside; *Harris, et al. v. LNC Properties, LTD, et al.*, Superior Court for the County of San Bernardino; *Soriano, et al. v. Kaufman and Broad of Southern California, Inc., et al.*, Superior Court for the County of Kern; *Rodriguez, et al v. Epic Development Corporation, et al.*, Superior Court for the County of Kern; *Gates, et al. v. Kaufman and Broad Coastal Valleys, Inc., et al.*, Superior Court for the County of Los Angeles; *Zimmerman, et al. v. West Venture Development, Inc., et al.*, Superior Court for the County of San Bernardino; *Robles, et al. v. Rockfield Development Corporation, et al.*, Superior Court for the County of San Bernardino; *Riley, et al. v. So Cal Housing Partners, LLC, et al.*, Superior Court for the County of San Bernardino; *Castillo, et al. v. LNC Properties LTD, et al.*, Superior Court for the County of San Bernardino; *Reynoso, et al v. DOES 1-50, inclusive*, Superior Court

1 for the County of San Diego; *Frais v. Forecast Group*, Superior Court for the County of Los Angeles;
2 *Haney v. The Presley Group*, Superior Court for the County of Riverside; *Le Doux v. KB Homes*, Superior
3 Court for the County of Los Angeles; *Long v. West Venture*, Superior Court for the County of Los Angeles;
4 *Manning v. Presley Homes*, Superior Court for the County of Los Angeles; *McLellan v. Stratham Group*,
5 Superior Court for the County of Los Angeles; *Winkler v. West Venture*, Superior Court for the County of
6 Los Angeles.

7 11. Ms. Cordero has been a member of the American Bar Association since her admission to
8 the Puerto Rico State Bar on January 2006. Ms. Cordero has been admitted to the New York State Bar
9 since April 2008 and has been a member of the State Bar of California since January 2010. Ms. Cordero
10 further received a Master of Law (LLM) with a concentration in Employment and Labor Law from the
11 University of San Diego, School of Law on May 2009. Ms. Cordero has represented employees in
12 employment litigation matters since 2006. In just the past ten years, Ms. Cordero and I have been
13 appointed as class counsel on the following California Superior Court cases – notably *Chavez v. Real Time*
14 *Staffing Services, Inc.* settled for \$1.9 million on behalf of 3,120 class members, and Judge Medel awarded
15 35% in fees; *Escoto-Miranda v. Evans Tire & Service Centers, Inc.* settled for \$800,000 on behalf of 450
16 class members, and Judge Strauss awarded 33% in fees; *Subia v. National Securities Industries, Inc.* in
17 the Superior Court for the County of Santa Clara settled for \$275,000 on behalf of 187 class members,
18 and Judge Lucas awarded 30% in fees; *Flannery v. AGR Group*, settled for \$1,324,937 on behalf of
19 approximately 5,182 class members, and Judge Andler awarded 33% in fees; *Costa v. Altman Specialty*
20 *Plants, Inc.*, settled for \$2.4 million on behalf of 4,414 class members; *Parmelee v. Driveline Retail*
21 *Merchandising, Inc.* settled for \$1,000,000 on behalf of approximately 1,261 class members, and Judge
22 Kapetan awarded 33.33% in fees; *Stafford v. Dollar Tree Stores, Inc.*, settled for \$4.6 million on behalf
23 of approximately 5,000 class members and Judge Paul L. Beeman awarded 33 and 1/3% in fees;
24 *Digiaco v. Michael Castelli, Inc.*, Superior Court of the County of Riverside, which settled for \$225,000
25 on behalf of approximately 35 class members and Judge Waters awarded 33% in fees.

26 12. Mr. Dos Santos was admitted to the California State Bar in June 2016. Mr. Dos Santos
27 received his law degree from the University of California at Los Angeles, School of Law on May 2015.

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13. Mr. Dos Santos has represented employees in employment litigation matters since 2016. In just the past four years, Mr. Dos Santos has been appointed as class counsel on the following California cases – notably *Pearson et al v. P.F Changs*, United States District Court, Southern District of California, settled for \$6.5 million on behalf of approximately 17,000 class members and Judge Samartino awarded 33.33% in fees; *Gonzales, et al. v. Fresenius Medical Care, et al.*, Superior Court of the County of San Diego, settled for \$6 million on behalf of approximately 6,000 class members, and Judge Frazier awarded 33.33% in fees; *Webb v. Leica Biosystems Imaging Inc.*, Superior Court of the County of San Diego, settled for \$150,000 on behalf of approximately 65 class members and Judge Strauss awarded 33.33% in fees; *Unwin, et al. v. Alphatec Spine, Inc.*, Superior Court of the County of San Diego, settled for \$200,000 on behalf of approximately 290 class members and Judge Casserly awarded 40% in fees; *Osegueda v. Northern California InAlliance*, United States District Court, Eastern District of California, settled for \$225,000 of approximately 271 class members and Judge Shubb preliminary awarded 33.33% in fees.

14. My partners, associates and I have considerable experience handling complex wage and hour class action cases with claims similar to those asserted in this action and have successfully represented tens of thousands of employees in state and federal court cases throughout California.

CASE BACKGROUND AND PROCEDURAL HISTORY

15. Plaintiff Ana Santana filed a class action in San Diego County Superior Court on July 30, 2020. The operative complaint alleges the following causes of action on behalf of Plaintiffs and the members of the putative class: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Reimburse All Necessary Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay All Wages Due Upon Separation of Employment; (8) Violation of Business & Professions Code section 17200; and (9) Violation of Cal. Labor Code §§ 2698, *et seq.* (PAGA).

16. Plaintiff Santana worked for Defendants from March 2018 to September 2019 for one of Defendants' Denny's locations. Ms. Santana was paid on an hourly basis and primarily hired as a server and subsequently moved to a host position after she was injured on the job.

17. Plaintiff Maria Gomez filed her Class and PAGA action on June 12, 2020 in San Diego County Superior Court. The operative complaint alleges a PAGA cause of action on behalf of Plaintiffs

1 and aggrieved employees for: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3)
2 Failure to Pay Minimum & Regular Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Provide
3 Adequate Seating; (6) Failure to Provide Accurate Itemized Wage Statements; and (7) Failure to Timely
4 Pay All Wages Due Upon Separation of Employment.

5 18. Both cases were related by the Court at a Case Management Conference.

6 19. Plaintiff Maria Gomez was a part-time employee of Defendants who worked as a server
7 from November 2013 to September 2019 at a Denny's location.

8 20. Plaintiffs allege that pursuant to Defendants' common policies and procedures, Defendants
9 failed to pay all Class Members minimum and overtime wages for work that employees had to do during
10 their meal periods and before and after their shifts. Plaintiffs also allege that pursuant to Defendant's
11 policies and procedures, they and Class Members were regularly required to remain on-duty during meal
12 and rest periods. For example, Plaintiff alleges that Defendants had a policy and practice of requiring
13 Plaintiff and other employees to work through their meal break and rest breaks, and to miss breaks since
14 they were not adequately staffed. As such, Plaintiffs alleges that she and Class Members were required
15 to work through meal breaks, take untimely meal breaks, or take meal breaks that were less than thirty
16 minutes.

17 21. Similarly, Plaintiffs allege that Defendants failed to authorize and permit them to take
18 legally compliant rest periods of at least 10 minutes for every four-hour work period, or major fraction
19 thereof, because Defendants required Class Members to perform job duties during rest periods.

20 22. Plaintiffs also allege that although Defendants maintained a pattern and practice of not
21 providing Plaintiff and Class Members with timely off-duty meal and rest periods, and Defendants never
22 provided meal or rest period premiums to Plaintiffs and Class Members. Defendants only began paying
23 meal period premiums after Plaintiffs filed their respective complaints.

24 23. Plaintiffs allege Defendants failed to reimburse Non-Exempt employees for purchasing
25 their own supplies. Plaintiffs allege that Defendants required that its employees purchase their own server
26 books to perform their job duties. Despite this, Defendants failed to provide appropriate reimbursement
27 for these expenses.

28 24. Plaintiffs also allege that Defendants failed to provide Plaintiff and Class Members with

1 accurate itemized wage statements, and pay Plaintiff and Class Members all wages due and owed within
2 the time frame specified by California law. Specially, Plaintiffs allege that the wage statements show the
3 incorrect legal entity and fail to have the correct address of the legal entity. Plaintiffs also allege derivative
4 claims for Defendants' failure to provide Plaintiffs and Class Members with accurate itemized wage
5 statements, and its failure pay Plaintiffs and Class Members all wages due and owed within the time
6 frame specified by California law. Defendants deny and continue to deny each of the claims and
7 contentions alleged by Plaintiffs in the Litigation.

8 25. The Parties agreed to exchange information and documents informally and formally to
9 participate in private mediation.

10 26. On March 24, 2022, the Parties participated in a full day mediation session with the Tripper
11 Ortman, Esq., who is a well-respected, neutral third-party mediator, well-versed and experienced in wage
12 and hour class actions.

13 27. During the mediation session, the Parties engaged in good-faith, non-collusive
14 negotiations, exchanged additional information regarding the realistic damages exposure to Defendants,
15 discussed the relative strength and weaknesses of Plaintiffs' claims, the risks and delays of further
16 litigation, the current state of the law as it related to Plaintiff's claims, the competing valuations of
17 Plaintiff's potential class-wide damages, and the difficulty Plaintiff may have in maintaining class
18 certification of each of the claims. Mr. Ortman's role in mediating this case was extremely helpful in
19 managing the parties' expectations and provided a useful and neutral analysis of the issues and risks to all
20 parties. At all times the parties' negotiations were conducted at arm's length between attorneys with
21 substantial wage and hour class action experience and the Settlement Agreement is evidence of the parties'
22 substantial efforts to reach a mutually agreeable compromise.

23 28. After the completion of mediation, review of Defendants' financial records through an
24 expert, and further lengthy negotiations with the help of Tripper Ortman, the parties were able to reach a
25 settlement at the mediation, subject to the preparation and execution of a comprehensive Settlement
26 Agreement.

27 **DEFENDANTS STRONGLY DENY PLAINTIFFS' CLASS AND PAGA CLAIMS**

28 29. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged

1 in the Litigation, and further deny that this Action is appropriate for class treatment for any purpose other
2 than settling this Litigation. Defendants contend that it complied at all times with the California Labor
3 Code, applicable California Wage Orders and the California Business and Professions Code.

4 30. Defendants also maintain that it complies with all of their meal and rest period obligations
5 under California law, and that Plaintiffs and all Class Members were properly provided with the
6 opportunity to take all meal and rest periods to which they were entitled at all times during the Class
7 Period according to its policy, which it contends is lawful.

8 31. Defendants deny that any class member was required to remain on-duty during their meal
9 breaks or rest breaks and that, if any class member did so, it was voluntarily. Defendants maintain that
10 Class Members had autonomy in the execution of their duties and were not required to remain on-duty.

11 32. Defendants also maintain that it properly calculated and paid all minimum, regular, and
12 overtime wages owed and contend that its timekeeping practices did not deprive Plaintiffs or any Class
13 Members of minimum, regular, or overtime wages.

14 33. Defendants contend that each putative class member was required to accurately record all
15 his or her hours worked in Defendants' timekeeping system for payment of wages, thereby posing an
16 obstacle to class certification. Defendants also maintain that any work performed by Class Members off-
17 the-clock was performed without their permission, that they are unaware that Class Members had
18 performed duties off-the-clock, and that, if they had known that Class Members had performed work off-
19 the-clock, it would have provided them compensation for their work and that there are no written policies
20 requiring employees to work through any of their meal or rest periods.

21 34. Defendants further contend that any reimbursements are not owed because it provided their
22 employees with all of the necessary equipment to perform the job and does not require any employees to
23 purchase work equipment.

24 35. In regards to the wage statement claims, Defendants have maintained that while the wage
25 statements are confusing, it contains all of the correct items on certain sections of the wage statements,
26 and thus has not violated Labor Code 226, and that its mistakes were not knowingly or intentional.

27 36. With respect to Plaintiff's claim for waiting time penalties, Defendants alleged that their
28 good-faith belief in the use of its timekeeping and payroll practices precludes the imposition of any waiting

1 time penalties since Plaintiffs will not be able to prove that Defendants' alleged failure to pay all final
2 wages at the time of separation was "willful."

3 37. Finally, Defendants claim that they did not engage in any Labor Code or Wage Order
4 violations and Plaintiffs will not be able to demonstrate that Defendants are liable for civil penalties under
5 the Labor Code or statutory penalties under PAGA.

6 **CLASS COUNSEL'S INVESTIGATION OF THE CLASS AND PAGA CLAIMS**

7 38. Prior to filing the Complaint in this action, my firm alongside Gaines & Gaines, APLC
8 conducted a thorough investigation into the merits of Plaintiffs' claims and the applicable law related
9 thereto, as well as reviewed numerous documents and records provided by Plaintiff in support of their
10 claims. My firm also requested Plaintiff Ana Santana's employment file and spent significant time
11 reviewing his employment records.

12 39. The Parties agreed to participate in private mediation. As part of the agreement to mediate,
13 the parties agreed to an exchange of information and documents informally. Specifically, Defendants
14 produced thousands of pages of documents, including a 25% sample of the time and pay records for all of
15 its non-exempt employees (totaling hundreds of thousands of lines of data), Defendants' written policies,
16 the applicable employment handbook, job descriptions, and all of Plaintiffs' time and pay records.

17 40. In addition, Defendants provided a 25% sample of the contact information of all of
18 Defendants' employees during the Class Period. My firm spent significant time conducting in-depth, fact-
19 finding interviews with Plaintiff Ana Santana and other non-exempt employees of Defendants regarding
20 their employment with Defendants to assess the relative strength of the potential claims.

21 41. Based on the data provided by Defendants, Plaintiff was able to calculate the total number
22 of current and former non-exempt employees during the class period; total approximate number of
23 workweeks worked for all non-exempt employees during the class period; total number of aggrieved
24 employees during the PAGA period; total approximate number of workweeks worked by all aggrieved
25 employees during the class period; total number of current non-exempt employees, and total number of
26 former employees during the waiting time period; and average regular rates of pay.

27 42. For mediation, Defendants identified approximately 1,260 putative class members, but has
28 since identified approximately 1,540 putative class members.

1 43. In preparation for this mediation, Plaintiffs prepared a comprehensive damages' analysis
2 and utilized an expert to conduct their damage analysis.

3 44. Plaintiffs also prepared a comprehensive mediation brief that outlined the relevant factual
4 and legal issues, contained a detailed analysis of the payroll records, and presented a complete breakdown
5 of the liability exposure for Defendants if Plaintiff succeeded on each of their claims at trial.

6 45. Additionally, after receiving Defendants' financial records, Plaintiffs utilized an expert to
7 review Defendants' financial records, which included loan documents, tax returns, balance sheets, and
8 Profits & Loss Statements.

9 46. Plaintiffs conducted a thorough investigation and discovery into the merits and legal basis
10 of Plaintiffs' meal and rest break claims, unpaid wage claims, reimbursement claims, and wage statement
11 claims and performed significant legal research with respect to the applicable law and potential defenses
12 raised by Defendants to Plaintiffs' claims.

13 47. I believe that the documents and information exchanged and analyzed by the parties
14 through informal discovery, as well as the parties' discussions during mediation, are sufficient for the
15 parties to make an informed decision about a fair resolution of this action at this time. It was not after
16 months of investigation, and the review of calculations and valuations of each claim by counsel for both
17 Parties and the mediator, and after consideration of all the risks of continuing litigation, that the parties
18 agreed to accept \$500,000 in settlement of all of the claims presented in both Complaints.

19 **CLASS COUNSEL'S EVALUATION OF THE CLASS AND PAGA CLAIMS**
20 **FOR SETTLEMENT PURPOSES**

21 48. I believe the Settlement of \$500,000 provides a real and substantial benefit to the Class
22 Members considering the highly disputed nature of the claims. Our determination of a fair value of the
23 settlement was based on a number of factors, including our investigation of the applicable law as it applied
24 to the facts discovered, the suitability of the case for class treatment, Plaintiffs' claims and the associated
25 damages, as well as Defendants' potential defenses thereto.

26 49. The Parties have performed a thorough study of the law relating to the claims alleged in
27 the Litigation and based on that investigation and discovery, and taking into account the heavily contested
28 issues, the expense and time necessary to pursue prosecution and defense of the Litigation through trial,

the risks and costs of further prosecution of the Litigation, the uncertainty of complex class action litigation and PAGA actions, the fairness and reasonableness of the settlement agreed to by the Parties, and the best interest of the Class Members to whom substantial benefits will accrue, the Parties have agreed to the settlement described in the Stipulation.

50. Class counsel used the following methodology to calculate the amount of damages for the Class Members:

a. Meal Period Violations

49.5% (violation rate)

X 52.3%. (percentage of shifts over 6+ hours)

x 97,293 (Approximate Number of workweeks in class period)

x 3.3 (Average number of shifts per workweek)

x \$13.22 (Average hourly regular rate of pay)

= **\$1,098,838.53**

b. Rest Period Violations

50% (violation rate)

X 92.3% (percentage of shifts over 3.5 hours)

x 97,293 (Approximate Number of workweeks in class period)

x 3.3 (Average number of shifts per workweek)

x \$13.22 (Average hourly regular rate of pay)

= **\$1,958,838.79**

c. Off the Clock Violations

x 97,293 (Approximate Number of workweeks in class period)

x 0.26 (Average number of off the clock hours per week)

x 13.22 (Average hourly regular rate of pay)

= **\$334,415.50**

d. Equipment Reimbursement (Expert Calculation)

= **\$39,582.00**

e. Wage Statement Penalty (Expert Calculation)

= \$1,638,400

f. Waiting Time Penalties (Expert Calculation)

= \$2,313,320

g. PAGA Penalties

100% (Violation Rate)

x. 1 (Violations per pay period: 1 Meal/ Rest Break/Separate Rest Break, 1 Minimum Wage/OT)

x 150.00 (\$100 Penalty Per Meal/Rest Violation/ and \$50 per Min/OT Violation)

x 16,736 (Estimated total number of pay periods in the PAGA period)

= **\$2,510,400.00**

51. The violation rates were hotly disputed by Defendants, who claimed they complied with all of their wage and hour laws. The average hourly rates of pay were calculated using the payroll records obtained from Defendants and based off of Defendants' own calculations.

52. The PAGA calculations above assumed a court would award the maximum \$50 civil penalty for the labor code violations pursuant to Labor Code section 558 and that the court would not exercise its broad discretion to reduce the civil penalties awarded to the aggrieved employees. The PAGA calculations focus on the main claims for meal breaks, rest break, and off the clock claims.

53. Plaintiffs' maximum-possible damages exposure of \$9,893,794.82 for the Class assumed the class certification would be maintained through trial, and assumed that Plaintiffs would prevail on every claim at trial and recover the full amount of the estimated damages.

54. Accordingly, the estimated value of Plaintiffs' claims was premised on an optimistic "everything goes right" scenario for each claim, for a maximum class-wide damages exposure.

55. Given the maximum potential damages, the settlement sum of \$500,000.00 (which excludes payroll taxes) is reasonable considering the substantial and significant risks that Plaintiff and class members faced in this litigation. Defendants have legitimate defenses to both class certification and the merits of the claims. Plaintiff's counsel also took in consideration the likelihood of success of opposing Defendants' motion to compel arbitration, obtaining and maintaining class certification of Plaintiffs' class claims through trial, and obtaining a 100% of the damages claimed.

1 56. The reasonableness of this settlement is further scored by Defendants' financial ability to
2 pay. Defendants provided its financial documents in which Plaintiffs' expert reviewed. The financial
3 records provided painted a bleak picture where if the Plaintiffs continued litigation and even was able to
4 obtain a judgment, Defendants would likely file for bankruptcy.

5 57. While the settlement amount represents a discount on the overall exposure to Defendants,
6 assuming Plaintiffs prevailed on all issues pertinent to class certification, established liability on all claims,
7 and proved damages 100% as estimated, this reduction in compromise is extremely reasonable considering
8 the substantial risks Plaintiff face maintaining class certification and establishing liability on all claims,
9 on behalf of all class members, against Defendants.

10 58. Plaintiffs considered the significant risk that the court may deny class certification and/or
11 reverse a favorable ruling on the merits on appeal. These risks are obviated by the \$500,000.00 Settlement.
12 Continued litigation would very likely be extremely expensive, and reduce and substantially delay any
13 recovery by Class Members. In contrast the proposed Settlement will guarantee that Class Members will
14 receive timely relief, substantial monetary recovery, and avoid the risk of an unfavorable judgment or the
15 high likelihood of Defendants filing for bankruptcy.

16 59. Plaintiffs also discounted the overtime, meal and rest break claims because Defendants did
17 pay some meal period premiums during the Class Period and had a lawful overtime policy.

18 60. Absent a settlement, the Parties would likely spend considerable time, effort, and money
19 on discovery, motion practice and trial. The Parties would have to undergo extensive and time-consuming
20 discovery, including discovery related to class certification and the merits if the case did not settle. The
21 Parties have yet to finish formal discovery, conduct witnesses' depositions, retain experts and conduct
22 expert depositions, and prepare class-wide damages analysis for trial purposes, among others.

23 61. I further anticipate Plaintiffs may have had to file several motions to compel discovery in
24 addition to the motions already filing by Plaintiffs. There would also be a motion for class certification
25 and/or motion for decertification. I also believe the Parties may have filed cross motions for summary
26 judgment and several *motions in limine* prior to the trial.

27 62. Indeed, even if Plaintiffs certified the class, and proved all the class claims at trial and
28 recovered the full amount of damages as estimated, it is likely that Defendants would appeal any judgment

1 in Plaintiff's favor, potentially drawing out the litigation for many more years with no guarantee of
2 recovery by Plaintiff or the Class. As a result, the Parties would incur considerably more attorneys' fees
3 and costs through trial. And, as stated above, Defendants would likely file for bankruptcy, which would
4 leave Plaintiffs and the Class with nothing. This settlement avoids all those risks, and the accompanying
5 expense, and instead provides immediate and substantial monetary relief.

6 63. Plaintiffs and Class Counsel acknowledge the cost and delay of continued proceedings
7 necessary to prosecute the action through trial and appeal and, in bringing this action, carefully considered
8 the uncertain outcome and the risks associated with any litigation, particularly complex actions such as
9 this.

10 64. Based on my experience litigating almost exclusively wage and hour claims, I believe for
11 settlement purposes it would be appropriate to discount the value of the Class claims to represent the risks
12 of maintaining class certification, risks of prevailing at trial, and the risks associated with any subsequent
13 appeals. The settlement amount of \$500,000 is a fair and reasonable compromise of the claims alleged in
14 the Litigation, based on the strengths and weaknesses of the claims and the avoidance of further risk, and
15 the time and expense of pursuing the claims.

16 **THE SETTLEMENT TERMS**

17 65. The Class is defined all current and former non-exempt employees who worked for
18 Defendants in California from April 6, 2016 to December 31, 2022 and have not already released their
19 claims with Defendants through a Settlement Agreement (or if any such person is incompetent, deceased,
20 or unavailable due to military service, the person's legal representative or successor in interest evidenced
21 by reasonable verification). (See Ex. 1, SA at ¶14.B).

22 66. The Class Period is defined as from April 6, 2016 to December 31, 2022. (See Ex. 1, SA
23 at ¶¶14.C, 14.E.)

24 67. Class Members do not have to do anything to participate in the Settlement. Each Class
25 Member will automatically receive his or her Individual Settlement Payment unless they submit a timely
26 Request for Exclusion. However, Class Members will not be able to exclude themselves from the PAGA
27 portion of the Settlement.

28 68. **Gross Settlement Amount:** Defendants will pay a sum of Five Hundred Thousand Dollars

1 (\$500,000) to resolve all claims in the Litigation. This amount does not include Defendants' share of all
2 state and federal payroll taxes, or Settlement Administration fees, which Defendants will pay separately
3 and apart to the Settlement Administrator; and none of the Gross Settlement Amount will revert to
4 Defendants. (Ex. 1, SA at ¶14.K).

5 69. **Net Settlement Amount:** The term "Net Settlement Amount" means the amount of funds
6 available for distribution to the Settlement Class after deducting from the Gross Settlement Amount the
7 following amounts: (i) the attorneys' fees and costs awarded to Class Counsel; (ii) the Service Award to
8 Plaintiffs as provided herein, (iii) the PAGA payment to the LWDA, and (iv) payment to the PAGA
9 Aggrieved Employees. Any amounts not awarded as part of the Class Representative Enhancement Award
10 and any amounts not awarded as Class Counsel's attorneys' fees and costs will be retained in the Net
11 Settlement Amount and distributed to the Class Members. (Ex. 1, SA at ¶14.O).

12 70. Assuming the Court awards the full amount of the requested Class Representative
13 Enhancement Awards to Plaintiffs, the Settlement Administrator's fees and costs, and Class Counsel's
14 attorney's fees and costs, the total Net Settlement Amount available for distribution to Settlement Class
15 Members will total approximately \$239,500.00.

16 71. The Net Settlement Amount is calculated as the Gross Settlement Amount, \$500,000, less
17 the following amounts:

18	a. Attorneys' Fees	\$175,000.00
19	b. Litigation Costs	\$28,000.00
20	c. Enhancement Award	\$17,500.00
21	d. Payment to LWDA for PAGA	\$15,000.00
22	e. Payment to PAGA Employees	\$5,000.00
23	f. Settlement Administration Costs	\$20,000.00

24 72. **Settlement Administration Costs.** These are the direct and actual costs reasonably
25 charged by the Settlement Administrator for performing its obligations under the Settlement, including
26 cost of preparing and mailing the Class Notice to the Settlement Class, preparation of required tax
27 reporting forms and withholding of required taxes, and any fees and costs included or charged by the
28 Settlement Administrator in connection with the execution of its duties under this Stipulation. The Parties

1 selected ILYM Group, Inc. to serve as the Settlement Administrator after considering several different
2 administration bids from four other Settlement Administrators. ILYM Group, Inc. provided a case
3 estimate of \$20,000.00, and the administration costs are capped at that amount.

4 73. **PAGA Allocation:** The Parties agreed to allocate the sum of \$20,000 to settle the claims
5 for civil penalties pursuant to PAGA. (Ex. 1, SA at ¶62) This amount was negotiated in good faith and
6 was not the result of self-interest at the expense of Class Members. Of this amount, 75% (\$15,000) will
7 be paid to the LWDA from the Gross Settlement Amount for the State of California's share of the total
8 civil penalty amount, with the remaining 25% (\$5,000) made available for distribution to PAGA
9 Aggrieved Employees who are Class Members who worked for Defendants between April 6, 2019 and
10 December 31, 2022. PAGA Employees will receive a pro rata share of the PAGA Payment based on the
11 number of Compensable Workweeks worked during the PAGA period.

12 74. **The Class Representative Service Awards to Plaintiff:** In recognition of his efforts in
13 obtaining the benefits to the Class, Plaintiffs will request a Class Representative Enhancement Award of
14 \$17,500 to be allocated Plaintiffs. (Ex. 1, SA ¶ 61.) Defendants do not oppose this request.

15 75. **Class Counsel's Attorney's Fees and Costs:** Class Counsel will seek an award of fees
16 and costs for the services rendered and yet to be rendered on behalf of the Class. Class Counsel will seek,
17 and Defendants will not oppose, an award of \$175,000.00 for attorney's fees (equal to 35% of the Gross
18 Settlement Amount), and the reimbursement of reasonable litigation costs actually incurred, in an amount
19 not to exceed \$28,000. (Ex. 1, SA ¶¶58-60). Pursuant to a Joint Prosecution Agreement, Class Counsel's
20 fees shall be split as follows, regardless of lodestar and how much the Court awards: 60% to
21 GrahamHollis, APC, 26 2/3% to Gaines & Gaines, APLC, and 13 1/3% to Davtyan Law Firm, Inc., with
22 which Class Counsel has agreed to split fees. Plaintiffs have acknowledged and consented to this fee split
23 through a separate Joint Prosecution Agreement, which complies with California Rules of Professional
24 Conduct.

25 76. **Calculating Class Members' Individual Settlement Payments:** Class Members will be
26 paid their Individual Settlement Payments from the Net Settlement Amount, which is currently estimated
27 to be \$239,500.00.

28 77. The Individual Settlement Payments will be calculated based on the number of

1 Compensable Workweeks worked by each Settlement Class member during the Class Period. (Ex. 1, SA
2 at ¶25).

3 78. Compensable Workweeks are those workweeks in which a Settlement Class Member
4 actively worked at least one day of the week (i.e., was not on vacation or a leave of absence) as a Class
5 Member during the Class Period, according to Defendants' records. (Ex. 1, SA at ¶14.F.)

6 79. Relying on the personnel records maintained by Defendants, the Settlement Administrator
7 will calculate the number of Compensable Workweeks each Settlement Class Member worked during the
8 Class Period. Settlement Class Members shall be allocated a pro-rata portion of the Net Settlement
9 Amount available for distribution based upon their respective number of Compensable Workweeks within
10 the Class. Thus, Class Members shall be allocated a pro-rata share of the Net Settlement Sum based on
11 the ratio of the number of Compensable Workweeks that the Class Member worked for Defendants to the
12 total number of Compensable Workweeks that all Class Members worked for Defendants. (Ex. 1, SA at ¶
13 25.)

14 80. The Settlement Administrator will use the following procedure delineated in the Settlement
15 to calculate the Compensable Workweeks for the Settlement Class Members:

- 16 a. First, the Settlement Administrator will calculate the total number of Compensable
17 Workweeks for each Class Member relying on Defendants' records.
- 18 b. After the Net Settlement Amount is determined, the Settlement Administrator will
19 divide the Net Settlement Amount by the total number of Settlement Value Workweeks
20 for all Class Members ("Work Week Rate Amount") and then multiply this amount by
21 each Class Member's total number of Settlement Value Workweeks to yield that
22 employee's Net Settlement Payment or "Individual Settlement Payment" amount.

23 81. This means, for example, that the Class Members that worked a larger number of
24 Compensable Workweeks would receive a larger portion of the Settlement, thereby treating all Class
25 Members equitably and fairly.

26 82. Class Counsel does not currently know the exact number of Workweeks worked by each
27 individual Class Member. However, as indicated by Defendants in the Settlement Agreement, Class
28 Counsel estimates there are approximately 97,293 Compensable Workweeks for the entire Class during

1 the Class Period. If the Court approves all the payments to the Class Counsel for attorney's fees and costs,
2 and awards the requested Enhancement Awards, Class Counsel estimates the Net Settlement Amount to
3 be \$239,500.00. Thus, Class Counsel estimate that Non-Exempt Class Members will receive
4 approximately \$2.46 per workweek. Plaintiff Santana, for example, is a former employee, who Plaintiff's
5 counsel estimates worked approximately 78 workweeks during the class period (i.e. from March 1, 2018
6 until September 1, 2019). Plaintiff would receive approximately \$191.88 from the Non-Exempt Class
7 payment.

8 83. If all estimated 1,540 settlement Class Members participate in the settlement (i.e. do not
9 submit a Request for Exclusion), the average payment would be approximately \$155.52 for each Non-
10 Exempt Class Member.

11 84. I believe the Settlement provides the fairest way to distribute the Settlement proceeds to
12 Class Members, which is to calculate each Class Member's share of the Settlement proceeds based on the
13 number of Compensable Workweeks worked by each Class Member during the Class Period, because it
14 takes into consideration the length of time each Class Member worked and the number of violations
15 suffered during the Class Period.

16 85. I also believe the Settlement provides substantial monetary relief to the Class Members and
17 that the recovery of approximately \$2.46 per workweek for Non-Exempt Class Members is an good result
18 for the hotly contested rest and meal period claims, wage statement claims, minimum wage claims and
19 related statutory and civil penalties claims in the Litigation, especially with Defendants looming financial
20 issues.

21 86. **Release by Class Members:** Subject to the occurrence of the Effective Date and
22 Defendants' payment of all sums due, Plaintiffs and every member of the Settlement Class (except those
23 who timely opt out) will fully and forever completely and irrevocably release and discharge the Released
24 Parties of all claims related to all facts and legal theories contained in Plaintiffs' Complaints including,
25 but not limited to, all of the following claims for relief: (1) Failure to Provide Meal Periods; (2) Failure to
26 Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay Overtime Wages;
27 (5) Failure to Reimburse All Necessary Business Expenses; (6) Failure to Provide Accurate Itemized
28 Wage Statements; (7) Failure to Timely Pay All Wages Due Upon Separation of Employment; (8)

1 Violation of Business & Professions Code section 17200; and (9) Failure to Provide Seating (collectively,
2 the “Released Claims”). The definition of “Released Claims” for the Settlement Class Members shall
3 expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance,
4 disability, social security, workers’ compensation, claims while classified as exempt, PAGA claims, and
5 claims outside of the Class Period. The Released Claims only encompass claims which arose for Class
6 Members during the Class Period. (SA at ¶¶14.AA, 31)

7 87. **Release By Named Plaintiff:** Plaintiffs agree to provide a broader and separate general
8 release of any and all claims against the Released Parties, regardless of whether such claims have been
9 alleged against Defendants, including known or unknown claims. (Ex. 1, SA at ¶ 28.)

10 88. **Taxation and Withholding:** The amount paid to each Settlement Class Member who has
11 not opted-out of the Settlement shall be allocated as follows: ten percent (10%) shall be attributed to
12 wages, and ninety percent (90%) shall be attributed to non-wage statutory damages and interest. The ten
13 percent (10%) of the Net Settlement Payments to the Class Members that will be treated as payments in
14 settlement of wage claims will be subject to W-2 reporting. The recipients of payments pursuant to this
15 Agreement shall be exclusively responsible for all applicable tax obligations other than the employers’
16 share of payroll taxes allocated to unpaid wages. Applicable tax deductions and payroll withholdings for
17 Employee Taxes will be taken from this portion of the Net Settlement Payments. Defendants will be
18 responsible to satisfy the Employer Tax obligations relating to the wage portion of the Net Settlement
19 Payments prior to distribution of the settlement payments to the Settlement Class Members. The
20 Settlement Administrator will issue a Form W-2 to each Settlement Class Member who has not opted-out
21 of the Settlement reflecting the wage portion of each individual Net Settlement Payment. The Parties also
22 agree that one hundred percent (100%) of the settlement payments to the PAGA Employees will be treated
23 as payments in settlement of claims for penalties and interest sought in the Action. The settlement
24 payments made to the PAGA Employee will be made subject to an IRS form 1099 payment, with no taxes
25 or other withholdings taken. (Ex. 1, SA at ¶26.)

26 89. **Settlement Effective Date or Effective Date:** The settlement embodied in this Stipulation
27 shall become effective after all of the following events have occurred: (1) this Stipulation has been
28 executed by all Parties and their counsel; (2) the Court has given preliminary approval to the Settlement;

(3) the notice packet has been sent to Class Members, providing them with an opportunity to verify their estimated share of the Net Settlement Payments, Opt-Out of the Settlement or Object to the terms of the Settlement; (4) the Court has held a final fairness hearing certifying the class, approving the Settlement; and (5) if no Objection(s) are filed on or before the Response Deadline, the date of entry of final approval, but if any Objection(s) are filed on or before the Response Deadline which are not subsequently withdrawn, five (5) calendar days following the date of expiration of the period for filing any appeal, or if an appeal is filed, then when the Settlement is subsequently approved following the appeal and there is no possibility of any subsequent appeal or other judicial review (the “Settlement Effective Date” or “Effective Date”). In the event that the Court does not approve the Settlement, or if the final approval order is reversed on appeal, then there shall be no Settlement Effective Date and this Settlement Agreement shall become null and void. (Ex. 1, SA at ¶14.HH.)

90. **Settlement Funding Schedule:** The Gross Settlement Amount shall be paid by Defendants in one payment into an account established by the Settlement Administrator as a “Qualified Settlement Fund.” Defendants shall fund the Qualified Settlement Fund no later than 10 calendar days after the Effective Date and shall be disbursed 15 days after the Effective Date. (Ex. 1, SA at ¶¶ 28, 57).

91. **Disposition of Unclaimed Funds:** Settlement Class Members shall have 180 days from the date of the mailing of the checks to cash their settlement check. Any unclaimed funds will be delivered to the California Uncashed Check Fund in the name of the Settlement Class member. (Ex. 1, SA at ¶57).

CLASS NOTICE

92. A true and correct copy of the proposed Class Notice is attached as **Exhibit 2** to the Settlement Agreement.

93. The Notice is accurate and informative. The Class Notice summarizes the lawsuit, including the contentions and denials of the Parties, the proceedings to date, and the terms and conditions of the Settlement in plain language in an informative and coherent manner. The Class Notice also fully informs Class Members of the terms of the Settlement, of its effect on their rights, of their options as Class Members (*i.e.*, to object, opt out or request exclusion of the settlement, and do nothing and receive payment), and of the consequences of exercising those options. The Class Notice also outlines the procedure and deadlines for requesting exclusion of the Settlement, for submitting objections to the

1 Settlement, and for disputing the number of workweeks. The Notice further explains the process to dispute
2 the number of qualifying workweeks reported by Defendants and how to contact the Settlement
3 Administrator in the event they want more information or to dispute the number of workweeks reported.

4 94. The Class Notice also states the amount of the proposed service award to be paid to the
5 Class Representative; states the amount of Class Counsel's request for attorney's fees; states the amount
6 to be paid to the LWDA; states the date, time and place of the final approval hearing; and explains how
7 Class Members can obtain additional information, including from a static website that the Settlement
8 Administrator will maintain.

9 95. Furthermore, the Class Notice also makes clear that the Settlement does not constitute an
10 admission of liability by Defendants, that the Court has not ruled on the merits of the action, and that the
11 final settlement approval decision has yet to be made.

12 96. The Parties agreed to hire ILYM Group, Inc. an experienced third-party administrator, to
13 serve as Claims Administrator. Prior to selecting ILYM as the Claims Administrator, the Parties obtained
14 competitive bids from other third-party settlement administrators.

15 97. In addition, Class Counsel negotiated two separate methods of address verification for the
16 Class Members prior to the mailing of the Class Notice. The Claims Administrator shall perform a
17 National Change of Address (NCOA) search, as well as an Accurint® (or substantially similar) in-depth
18 skip trace to attempt to obtain the best possible address for the Class Members. Accurint® is a search
19 database that provides a much more reliable updated address than an NCOA search alone, as it attempts
20 to locate individuals using information from credit bureaus and public records. Whereas an NCOA search
21 requires Class Members to maintain an updated address with the U.S. Postal Service, the Accurint® search
22 will locate newer addresses for Class Members who, for example, recently applied for a credit card or
23 have an account with a utility company. Moreover, the Settlement Administrator will perform a second
24 in-depth search if any Class Notice is returned as undeliverable without a forwarding address.

25 98. In order for any Settlement Class member to validly exclude himself or herself from the
26 Settlement Class and this Settlement (i.e., to validly "Opt-Out"), a timely submitted written Request for
27 Exclusion must: (i) clearly identify the case name and number (Ana Santana, et al. v. Harbor Foods, Inc.,
28 et al. (San Diego County Superior Court Case No. 37-2020- 00026743-CU-OE-CTL); (ii) set forth in

1 writing “I wish to exclude myself from the settlement, I understand I will not receive payment”; (iii)
2 include the address and phone number of the Class Member or counsel for the Class Member; (iv) be
3 signed by the Class Member; and (v) be submitted to the Settlement Administrator, postmarked on or
4 before the Response Deadline. The Notice (a copy of which is attached hereto as Exhibit “1”) shall contain
5 instructions on how to Opt-Out, including the requirements to submit a valid Request for Exclusion as
6 described in Paragraph 14(I) above. The date of the initial mailing of the Notice, and the date the signed
7 Request for Exclusion was timely postmarked, shall be conclusively determined according to the records
8 of the Settlement Administrator. Any Settlement Class member who timely and validly requests exclusion
9 from the Settlement Class and this Settlement will not be entitled to any individual settlement payment,
10 will not be bound by the terms and conditions of this Settlement, and will not have any right to object,
11 appeal, or comment thereon. Any member of the Settlement Class who does not timely file and mail notice
12 of his or her request to be excluded from the Settlement Class will be deemed included in the Settlement
13 Class in accordance with this Settlement. Plaintiffs waive any right to be excluded from the Settlement
14 Class. Within ten (10) calendar days of the expiration of the Response Deadline the Settlement
15 Administrator will inform counsel for the Parties via email, of the number of valid Requests for Exclusions
16 it received.

17 99. Class Members who wish to object to the Settlement must notify the Court of their
18 Objection no later than sixty (60) calendar days after the date of mailing of the Notice. (Ex. 1, SA at ¶43).
19 Excluded Class Members are not permitted to object to the Settlement. The written Objection must (i)
20 clearly identify the case name and number (*Ana Santana, et al. v. Harbor Foods, Inc., et al.* (San Diego
21 County, Case No.: 37-2020-00026743-CU-OE-CTL)); (ii) set forth in writing the grounds for the
22 objection; (iii) include the address and phone number of the Class Member or counsel for the Class
23 Member; (iv) be signed by the Class Member or counsel; and (v) be submitted to the Administrator, along
24 with all supporting papers. The Class Member may also appear personally or through an attorney, at his
25 or her own expense, at the Final Approval hearing. However, it is not necessary for the Class Member or
26 his or her attorney to appear at the Final Approval Hearing in order for the objection to be considered by
27 the Court. No Class Member will be precluded from appearing at the Final Approval Hearing if he/she
28 fails to submit an objection. Any attorney who represents a Class Member objecting to this Settlement

1 must file a notice of appearance with the Court on or prior to the Response Deadline and serve Class
2 Counsel and Defense Counsel. Plaintiffs and Defendants will be permitted to respond in writing to any
3 such Objections no later than seven (7) calendar days before the Final Approval hearing.

4 100. The Objection/Exclusion deadline is sixty (60) calendar days following the initial mailing
5 of the Notice. Any Class Member who properly requests exclusion using this procedure will not receive
6 any payment from the Net Settlement Amount and will not be bound by the Settlement unless they are a
7 PAGA Employee, in which they will receive their portion of the PAGA Award. Class Members who do
8 not submit a valid and timely Request for Exclusion, however, shall be bound by all terms of the
9 Settlement and any judgment entered in the litigation once the Settlement is approved by the Court.

10 101. The proposed notice plan, calling for first-class mailed notice to all Class Members, as well
11 as in-depth skip tracing at the outset and further in-depth skip tracing on Class Notices returned without a
12 forwarding address, is consistent with class notices approved by federal courts, and under the
13 circumstances here, is the best notice practicable and the method most likely to reach the greatest number
14 of Class Members.

15 **CLASS COUNSELS' FEES AND COSTS ARE REASONABLE**

16 102. With a maximum value of \$500,000, the Settlement results in a substantial benefit to all
17 Class Members and provides meaningful relief for the disputed wage and hour claims, which I believe
18 makes it well within the range of reasonableness.

19 103. Class Counsel will request an attorneys' fee award in the amount of \$175,000 and
20 reimbursement of actual litigation costs, not to exceed \$28,000.

21 104. These attorney's fees in the amount of \$175,000 is warranted and reasonable because of
22 the substantial work and effort Class Counsel incurred to achieve the Settlement on behalf of the Class.
23 To date, Class Counsel has spent significant time and effort on the following tasks:

- 24 a. Meeting and interviewing plaintiff;
- 25 b. preparing and sending a pre-litigation letters to Defendants requesting documents and
26 Plaintiff's employment files;
- 27 c. reviewing Plaintiff's documents and employment file;
- 28 d. conducting in-depth, fact-finding interviews with Plaintiff and other potential witnesses

1 regarding their work duties while employed during the class period prior to the filing
2 of the Complaint;

- 3 e. preparing and filing a claim letter to the Labor and Workforce Development Agency;
4 f. preparing and filing the original Complaint,
5 g. propounding discovery and preparing and filing motions to compel;
6 h. preparing for and participating in mediation, including reviewing and analyzing
7 thousands of pay records and preparing a comprehensive damages analysis;
8 i. conducting witnesses' interviews in preparation for the mediation, and performing
9 extensive legal and factual research;
10 j. continuing to engage in settlement discussions after mediation and reviewing
11 Defendants' financial records with an expert; and
12 k. preparing and finalizing the settlement agreement among others.

13 105. My firm has worked over 380 hours on behalf of the Class. This amount does not include
14 all the hours my firm has spent preparing the preliminary approval papers and the hours my firm will
15 spend attending the hearing on preliminary approval of the Class and PAGA Action Settlement, and if
16 approved, the time my firm will spend on drafting the final approval motion and supporting documents,
17 and attending the hearing on Final Approval of the Settlement.

18 106. Class Counsel anticipates engaging in substantial additional work on behalf of the Class if
19 the Settlement gets preliminary approved, including work overseeing the notice process, reviewing and
20 approving the individual payment calculations prepared by the Settlement Administrator, and answering
21 questions class members might have about the Settlement.

22 107. In making a fee request in class actions such as this, I always analyze the factors that the
23 court must consider in awarding fees. I believe that such circumstances exist here to justify the requested
24 attorney's fees award of one-third including: (a) the skilled work involved in achieving such a good
25 settlement for the Class and bringing the action to an efficient and speedy conclusion; and (b) the
26 associated risks in taking this matter on a contingency basis. In light of these considerations, I believe
27 Class Counsel's requested fee of \$175,000 is reasonable.

28 108. Although case law supports as high as a 50% fee award on common settlement funds of

1 less than \$10 million, Class Counsel's request for an attorney fee award of \$175,000, representing thirty
2 five percent of the Gross Settlement Amount is both "reasonable and fair" in light of the amount of work
3 performed and the amount of resources and labor employed in the prosecution of this action. Based on my
4 experience and knowledge of the relevant legal market for wage and hour class actions, these amounts
5 accurately reflect the marketplace for similar representation of plaintiffs in wage and hour cases on a
6 contingency basis. Class counsel will provide more details about its request for attorneys' fees in its
7 attorney fee motion which will be heard at the same time as Final Approval.

8 109. Class Counsel is also seeking for an award of the actually incurred costs. Even though the
9 settlement provides that Class counsel may seek an award up to \$28,000, class counsel will only seek to
10 recover the costs already incurred in the litigation.

11 110. All costs incurred were necessary to the prosecution of this action, would normally have
12 been billed to a client paying for my firm's services on a non-contingency basis, and are reasonable for a
13 case such as this, in which substantial discovery and investigation took place over the year and a half since
14 the filing of the Complaint. Class counsel will provide more details about its request for costs in its
15 attorney fee motion which will be heard at the same time as Final Approval.

16 **CLASS REPRESENTATIVE SERVICE AWARD TO PLAINTIFFS**

17 111. At the same time as Class Counsel's fee request, Plaintiff will request a Class
18 Representative Service Award in the amount of \$17,500 for Plaintiffs, which shall be in addition to the
19 Individual Settlement Payment that they are entitled to receive as a Class Member. As will be set forth in
20 the accompanying memorandum of points and authorities that Plaintiffs will file in support of Plaintiff's
21 motion for Final Approval, such service awards are routinely made in wage and hour class actions like
22 this case, particularly when, as here, Plaintiffs initiated action by seeking legal assistance from Class
23 Counsel, assisted with the preparation of the LWDA letters and Complaints, regularly communicated with
24 Class Counsel via telephone and email, provided relevant documents, identified potential witnesses,
25 attended mediation, and worked closely with Class Counsel throughout this litigation to protect the best
26 interests of the Class.

27 112. Plaintiffs' participation was an essential element that allowed Class Counsel to reach a
28 settlement. I believe other Class Members would not have taken any action individually, and they would

1 not have received the compensation afforded by this Settlement but for Plaintiff's contribution.
2 Furthermore, under the terms of the Settlement, Plaintiffs will execute a general release of claims, which
3 is an expansive release that was not required of other Class Members, who will execute a limited release
4 of claims. I believe that the requested aggregate service award in the amount of \$17,500 for Plaintiffs
5 (\$7,500 to Ana Santana and \$10,000 to Maria Gomez) is fair and reasonable.

6 **PROVISIONAL CERTIFICATION OF THE CLASS IS APPROPRIATE**

7 113. For the purposes of settlement, Plaintiffs contend and Defendants do not dispute that
8 provisional certification of the Class is appropriate.

9 114. The class definitions are precise, objective and presently ascertainable and makes
10 abundantly clear who is a Class Member.

11 115. Class Members can be identified easily by way of Defendants' records. Defendants
12 maintained records containing relevant information about Plaintiffs and Class Members, including, but
13 not limited to: full dates of employment during the Class Period; full name; social security number; the
14 amounts of payments made to Class Members; mailing address; and telephone number. At mediation,
15 Defense Counsel has identified approximately 1,260 putative class members and has since identified 1,540
16 employees.

17 116. During the exchange of information, Defendants produced employee handbooks and
18 policies and procedures that Plaintiffs contend were applicable to all Class Members during the Class
19 Period and all Class Members were subject to the same policies and procedures throughout the Class
20 Period.

21 117. At all times during their employment with Defendants, Plaintiffs worked as non-exempt
22 employees and were subject to the same policies and procedures as other Class Members. Therefore,
23 Plaintiffs' claims are typical of the Class they seek to represent because they were subject to the same
24 alleged illegal policies, procedures, practices and course of conduct as Class Members.

25 118. Throughout the pendency of this litigation, Plaintiffs have had no conflict of interest with
26 the Class and has, along with Class Counsel, worked toward a positive resolution of this case for over a
27 year, demonstrating their dedication to prosecuting this action and obtaining the best possible recovery
28 for the Class.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this 29th day of March, 2023, at San Diego, California.

By:

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ANA SANTANA, individually and on behalf of
 all similarly situated current and former and/or
 aggrieved employees of DEFENDANTS in the
 State of California,

Plaintiffs,

v.

HARBOR FOODS, INC., HARBOR FOODS #2,
 INC., HARBOR FOODS #3, INC, HARBOR
 FOODS #4, INC. and DOES 1 THROUGH 50,
 Inclusive,

Defendants.

Case No.: 37-2019-00059883-CU-OE-CTL

[IMAGED FILE]

**JOINT STIPULATION FOR CLASS ACTION
 AND REPRESENTATIVE ACTION
 SETTLEMENT AND RELEASE**

Complaint Filed: July 30, 2020

INTRODUCTION AND RECITALS

1. This Stipulation for Class and Representative Action Settlement (“Stipulation” or “Agreement”) is made by and between Ana Santana and Maria Gomez (“Plaintiffs”), on behalf of themselves and all members of the Settlement Class and PAGA Employees, as defined below, on the one hand, and Defendants Harbor Foods, Inc., Harbor Foods #2, Inc., Harbor Foods #3, Inc., and Harbor Foods #4, Inc. (“Defendants” or “Harbor Foods”), on the other hand (collectively, the “Parties”) in the

actions entitled *Ana Santana. v. Harbor Foods, Inc., et al.* (San Diego County Superior Court Case No. 37-2020-00026743-CU-OE-CTL and *Maria Gomez v. Harbor Foods #3, Inc.* (San Diego County Superior Court Case No. 37-2020-00020125-CU-OE-CTL (together, the “Litigation”).

2. Plaintiff Ana Santana filed a class and PAGA action in San Diego County Superior Court on July 30, 2020 against Defendants Harbor Foods, Inc., Harbor Foods #2, Inc., Harbor Foods #3, Inc., and Harbor Foods #4, Inc. The operative complaint alleges the following causes of action on behalf of Plaintiff Santana, the members of the putative class, and allegedly aggrieved employees: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Reimburse All Necessary Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay All Wages Due Upon Separation of Employment; (8) Violation of Business & Professions Code section 17200; and (9) Violation of Cal. Labor Code §§ 2698, *et seq.* (PAGA).

3. Plaintiff Maria Gomez filed a PAGA action in San Diego County Superior Court on June 12, 2020 against Harbor Foods #3, Inc. The operative complaint alleges a PAGA cause of action on behalf of Plaintiff Gomez and allegedly aggrieved employees for: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Provide Adequate Seating; (6) Failure to Provide Accurate Itemized Wage Statements; and (7) Failure to Timely Pay All Wages Due Upon Separation of Employment.

4. Defendants deny and continue to deny each of the claims and contentions alleged by Plaintiffs in the Litigation (as defined in Paragraphs 31 and 32 herein).

5. For settlement purposes only, the Parties agree to certify a settlement class (“Settlement Class Members”, “Class Members”, or “Class”) as defined in Paragraph 14(C) herein. By this Stipulation, the Parties expressly state their desire to settle the claims and allegations raised by Plaintiffs on behalf of all Class Members and PAGA Employees in the Litigation. The effective date of the settlement is the “Settlement Effective Date” as that term is defined in this Stipulation. If for any reason the settlement is not approved, this Stipulation shall become null and void and will be of no force or

1 effect and cannot be used for any purposes whatsoever, including in any litigation by any person or any
2 party.

3 6. Plaintiffs contend that Defendants violated California wage and hour laws, as described
4 in Plaintiffs' operative Complaints, and that this case is appropriate for class certification. Defendants
5 expressly deny any liability of any kind associated with the claims alleged in the Litigation, and further
6 deny that this Litigation is appropriate for class treatment for any purpose other than settling this
7 Litigation. Defendants contend, among other things, that they complied at all times all legal authority,
8 including but not limited to the California Labor Code, applicable California Wage Orders and the
9 California Business and Professions Code.

10 7. The Parties engaged in significant informal discovery in this action. Defendants
11 produced thousands of pages of responsive documents, and related data, including a sample of the time
12 and pay records for Class Members and PAGA Employees, the relevant employee handbooks, job
13 descriptions, and policies relating to meal periods and rest breaks. Defendants also provided all of
14 Plaintiffs' time and pay records, and personnel files. In addition, Plaintiffs obtained a representative
15 sample of the time and payroll records as well as a sample of the names and contact information for all
16 Class Members and PAGA Employees, and conducted detailed interviews with many of these
17 individuals.

18 8. The Parties have performed a thorough study of the facts and the law relating to the
19 claims alleged in the Litigation and based on that investigation and discovery, and taking into account
20 the heavily contested issues, the expense and time necessary to pursue prosecution and defense of the
21 Litigation through dismissal or trial, the risks and costs of further prosecution of the Litigation, the
22 uncertainty of complex litigation, the fairness and reasonableness of the settlement agreed to by the
23 Parties, and the best interest of the Class Members to whom substantial benefits will accrue, the Parties
24 have agreed to the settlement described in this Stipulation.

25 9. The Parties engaged in arms-length negotiations, and participated in a full-day mediation
26 on March 24, 2022, with Tripper Ortman, Esq. (the "Mediation"). With the help of Mr. Ortman through
27

1 subsequent negotiations after the mediation, over multiple calls and an extended period of negotiations,
2 the Parties were able to reach a Settlement.

3 10. Nothing contained in this Stipulation, including its existence, shall be construed or
4 deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.
5 Nothing in this Stipulation shall constitute an admission by Defendants that the Litigation was properly
6 brought as a class or representative action, other than for settlement purposes only. Settlement of the
7 Litigation, the negotiation and execution of this Stipulation, and all acts performed or documents
8 executed pursuant to or in furtherance of this Agreement or the settlement: (i) are not, shall not be
9 deemed to be, and may not be used, as an admission or evidence of any wrongdoing or liability on the
10 part of Defendants or of the truth of any factual allegations in the Litigation; (ii) are not, shall not be
11 deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of
12 Defendants in any civil or administrative proceeding in any court, administrative agency or other
13 tribunal; and (iii) are not, shall not be deemed to be, and may not be used as, an admission or evidence
14 of the appropriateness of these or similar claims for class certification or administration other than for
15 purposes of administering this Stipulation.

16 11. Based on the available record, and their own independent investigation and evaluations,
17 Class Counsel are of the opinion that the settlement for the consideration and on the terms set forth in
18 this Stipulation is fair, reasonable and adequate and is in the best interest of the Plaintiffs, Settlement
19 Class Members, and the PAGA Employees in the light of all known facts, circumstances and risks
20 inherent in litigation, including potential appellate issues.

21 12. The purpose of this Stipulation is to settle and compromise all of the claims alleged by
22 Plaintiffs, Settlement Class Members, and PAGA Employees against the Defendants and the Released
23 Parties (as defined below) and as described in this Stipulation, including the wage and hour claims
24 which were pled, or which could have been pled, based on the factual allegations asserted in the
25 Litigation for the time period from April 6, 2016 to December 31, 2022 (the "Class Period").

26 13. It is agreed by and among Plaintiffs, in both their individual and representative capacities,
27 and the Defendants, that this Litigation and the damages, injunctions, remedies, penalties and interest

1 potentially arising out of the Litigation be settled and compromised as between Plaintiffs, the Settlement
2 Class Members, PAGA Employees, and the Defendants, subject to the terms and conditions set forth in
3 this Stipulation and the preliminary and final approval of the Court, with judgment entered in
4 accordance with such order of final approval.

5 DEFINITIONS

6 14. In addition to the terms previously defined above, the terms below have the following
7 meanings, with the understanding that the definitions will have no meaning or effect if the settlement is
8 not approved:

9 A. **Action.** The term “Action” means and refers to the Class and PAGA representative cases
10 entitled *Ana Santana. v. Harbor Foods, Inc., et al.* (San Diego County Superior Court Case No. 37-
11 2020-00026743-CU-OE-CTL and *Maria Gomez v. Harbor Foods #3, Inc.* (San Diego County Superior
12 Court Case No. 37-2020-00020125-CU-OE-CTL.

13 B. **Agreement.** The terms “Agreement” or “Settlement Agreement” are used synonymously
14 herein to mean this Stipulation.

15 C. **Class, Class Members, and Settlement Class Members.** For settlement purposes only,
16 the Parties agree pursuant to California Code of Civil Procedure section 382 to the certification of a
17 class (“Class”, “Class Members”, or “Settlement Class Members”) defined as all current and former
18 non-exempt employees who worked for Defendants in California during the Class Period and have not
19 already released their claims with Defendants through a Settlement Agreement (or if any such person is
20 incompetent, deceased, or unavailable due to military service, the person’s legal representative or
21 successor in interest evidenced by reasonable verification). The term “Settlement Class Members” shall
22 not include any person who submits a timely and valid request for exclusion. The total class size is
23 estimated to be approximately 1,520 employees.

24 D. **Class Counsel.** The term “Class Counsel” means, the law firms Graham Hollis, APC,
25 and Gaines & Gaines, APLC. The term “Class Counsel” shall be used synonymously with the term
26 “Plaintiffs’ Counsel.”

1 E. **Class Period.** The term “Class Period” as used herein means the period from April 6,
2 2016 to December 31, 2022.

3 F. **Compensable Workweek.** The term “Compensable Workweek” shall mean a workweek
4 during which a Class Member received pay for work performed during such week while employed by
5 one or more Defendants during the Class Period or the PAGA Period. A Compensable Workweek
6 includes any week in which a Class Member actively worked at least one day of the week. A
7 Compensable Workweek excludes every full week during which the Class Member was on vacation or
8 on an unpaid leave of absence, even if the Class Member was receiving workers’ compensation,
9 disability insurance, Social Security, or Paid Family Leave benefits during the unpaid leave. Workweeks
10 of Class Members that opt out of the Settlement will not be included in the total number of workweeks
11 for purposes of calculating and distributing the settlement payments to the Class Members. The total
12 compensable workweeks are estimated to be approximately 97,293 for the Class Period.

13 G. **Defendants.** The term “Defendants” means Harbor Foods, Inc., Harbor Foods #2, Inc.,
14 Harbor Foods #3, Inc., and Harbor Foods #4, Inc.

15 H. **Employee Taxes and Employer Taxes.** “Employee Taxes” are federal, state and local
16 income taxes, the employee’s share of contributions under the Federal Insurance Contribution Act
17 (“FICA”), including Social Security and Medicare contributions, and any other federal, state and local
18 taxes (including State Disability Insurance and Paid Family Leave contributions) required by law to be
19 withheld from the gross amount paid on an employee’s paycheck, which will be withheld from the wage
20 portions of the Net Settlement Payments made to the Class Members. “Employer Taxes” are taxes and
21 contributions imposed by law to be paid by the employer in addition to the gross wage amount paid on
22 an employee’s paycheck, including FICA, the Federal Unemployment Tax Act (“FUTA”), and any
23 similar state and local taxes and contributions required of employers (such as for unemployment
24 insurance), which will be paid by Defendants separate and apart from the Settlement Amount on the
25 wage portions of the Net Settlement Payments made to the Class Members.

1 **I. Enhancement Award.** The term “Enhancement Award” means the awards approved by
2 the Court to be paid to the Plaintiffs as Class Representatives in exchange for their general release, and
3 in recognition of their efforts and work in prosecuting the Action on behalf of all Class Members.

4 **J. Excluded Class Member.** The term “Excluded Class Member” means a Class Member
5 who has timely submitted a written request to be excluded from the Settlement. To be valid, the Request
6 for Exclusion must: (a) state the full name, address, telephone number and last four digits of the Social
7 Security Number of the Class Member requesting exclusion; (b) clearly state that the Class Member
8 wishes to opt-out of the Class and be excluded from the Settlement; (c) be signed by the Excluded Class
9 Member; and (d) be properly and timely faxed or mailed to the Settlement Administrator prior to the
10 Response Deadline (the “Request for Exclusion”). Except if the Class Member is a PAGA Employee,
11 Excluded Class Members will not be included in the Settlement and will have no right to receive any
12 money under the Settlement or to object to the Settlement.

13 **K. Final Approval.** Final Approval means the Court’s order granting final approval of the
14 Settlement based on the terms stated herein.

15 **L. Gross Settlement Amount or Settlement Amount.** The terms “Gross Settlement
16 Amount” or “Settlement Amount” as used herein means the maximum amount of money that
17 Defendants will be obligated to pay under this Settlement, on a non-reversionary basis, which shall be
18 the maximum sum of Five Hundred Thousand Dollars (\$500,000) (unless increased pursuant to the
19 Escalator Clause), and which includes all payments to Settlement Class Members, PAGA Employees,
20 Class Counsel’s attorneys’ fees and litigation costs, third-party administration costs, payment to the
21 Labor and Workforce Development Agency (“LWDA”), and the enhancement award to Plaintiffs.
22 Defendants shall pay the Gross Settlement Amount, plus the additional amount required to cover the
23 Employer Taxes, within ten (10) days of the Effective Date.

24 **M. “Individual PAGA Payment”** means each PAGA Employees’ pro rata share of the
25 PAGA Award that a PAGA Group Member is eligible to receive and as calculated in accordance with
26 the Individual PAGA Payment calculations described below.

N. **“Individual Settlement Payment”** means each Class Member’s (who does not exclude themselves from the Settlement) pro rata share of the Net Settlement Amount that they may be eligible to receive as calculated in accordance with the Individual Settlement Payment calculations described below.

O. **Net Settlement Amount.** The term “Net Settlement Amount” as used herein means the amount of funds available for distribution to the Settlement Class after deducting from the Gross Settlement Amount the following amounts: (i) the attorneys’ fees awarded to Class Counsel; (ii) the litigation costs awarded to Class Counsel, (iii) third-party administration costs, (iv) the LWDA’s portion of the PAGA Award, (v) the Aggrieved Employees’ portion of the PAGA Award, and (vi) the enhancement awards to Plaintiffs. From the Net Settlement Amount, as described herein, Net Settlement Payments (as that term is defined herein) will be distributed by the Settlement Administrator to Class Members as more fully described below.

The below chart provides an estimated calculation of the Net Settlement Amount to the Class Members:

<u>Gross Settlement Amount:</u>	\$500,000.00
Attorneys’ Fees	- \$ 175,000.00
Litigation Costs	- \$ 28,000.00
Enhancement Awards	- \$ 17,500.00
Third Party Administration Costs	- \$ 20,000.00
Payment to LWDA for PAGA	- \$ 15,000.00
Payment to PAGA Employees	- \$ 5,000.00
<u>Net Settlement Amount:</u>	\$ 239,500.00

1 P. **Net Settlement Payment(s).** The term “Net Settlement Payment(s)” shall mean the
2 payments made to the Settlement Class from the Net Settlement Amount as part of the Settlement,
3 including wages (less Employee Taxes), penalties, and interest.

4 Q. **Notice.** The Notice of Class Action Settlement (“Notice”) to be approved by the Court
5 which will be mailed by the Settlement Administrator to each Class Member explaining the terms of the
6 Settlement. The contents of the “Notice” will contain an estimated individual settlement payment for
7 each Class Member based upon their, number of workweeks worked during the Class Period and PAGA
8 Period, respectively (as appropriate), as well as instructions for how to opt-out or object to the
9 Settlement. A copy of the Notice is attached hereto as Exhibit “1”.

10 R. **Objection.** The term “Objection” means, and refers to, a timely written objection to the
11 Settlement submitted to the Court by a Class Member on or prior to the Response Deadline in
12 compliance with the form and procedures set forth in the “**Objections**” section of this Agreement,
13 provided that the Class Member does not submit a Request for Exclusion.

14 S. **PAGA.** The term “PAGA” means the Private Attorneys General Act of 2004, California
15 Labor Code section 2698 et seq.

16 T. **PAGA Employees.** The term “PAGA Employees” means all Settlement Class Members
17 who worked for Defendants in California during the PAGA Period (or if any such person is
18 incompetent, deceased, or unavailable due to military service, the person’s legal representative or
19 successor in interest evidenced by reasonable verification).

20 U. **PAGA Award.** “PAGA Award” means the portion of the Gross Settlement Amount that
21 is allocated to civil penalties pursuant to the PAGA, and as awarded by the Court. The PAGA Award
22 may not exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00), from which seventy-five
23 percent (75%) (\$15,000) will be distributed to the LWDA and twenty-five percent (25%) (\$5,000) will
24 be distributed among the PAGA Employees, on a pro-rata basis, based on their respective Compensable
25 Workweeks during the PAGA Period.

26 V. **PAGA Period.** The PAGA Period means the time from April 6, 2019, through December
27 31, 2022.

W. **PAGA Released Claims.** “PAGA Released Claims” include all claims for civil penalties under PAGA that were alleged in the Action, or which could have been alleged based on the facts alleged in the Action and PAGA Notices submitted by Plaintiffs, including, but not limited to claims for: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Provide Adequate Seating; (6) Failure to Reimburse Necessary Business Expenses, (7) Failure to Maintain Accurate Records; (8) Failure to Provide Accurate Itemized Wage Statements; (9) Failure to Timely Pay All Wages Due Upon Separation of Employment; and (10) Failure to Pay All Accrued Sick Leave. The PAGA Released Claims only encompasses claims which arose for PAGA Employees during the PAGA Period.

X. **“Participating Class Members”** means all Class Members who do not submit a timely and valid Request for Exclusion.

Y. **Plaintiffs.** The term “Plaintiffs” as used herein means Ana Santana and Maria Gomez.

Z. **Preliminary Approval.** Preliminary Approval shall mean the Court's order granting preliminary approval of the class action settlement based on the terms stated herein.

AA. **Released Claims.** “Released Claims” include facts and legal theories contained in Plaintiffs’ Complaints including, but not limited to, all of the following claims for relief: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Reimburse All Necessary Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay All Wages Due Upon Separation of Employment; (8) Violation of Business & Professions Code section 17200; and (9) Failure to Provide Seating (collectively, the “Released Claims”). The definition of “Released Claims” for the Settlement Class Members shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, PAGA claims, and claims outside of the Class Period. The Released Claims only encompass claims which arose for Class Members during the Class Period.

BB. **Released Parties.** “Released Parties” means Defendants and their past, present and/or future, direct and/or indirect, owners, principals, officers, directors, members, volunteers, managers,

1 employees, agents, independent contractors, representatives, attorneys, insurers, partners, investors,
2 shareholders, administrators, parent companies, subsidiaries, affiliates, franchisors, divisions,
3 predecessors, successors, assigns, joint venturers, and other related persons and entities.

4 **CC. Response Deadline.** “Response Deadline” means the date by which each Class Member
5 must fax or mail to the Settlement Administrator a valid Request for Exclusion, or submit any disputes
6 regarding the dates of service and/or the number of Compensable Workweeks during the Class Period to
7 the Settlement Administrator, or submit any Objection to the Court. The Response Deadline will be
8 forty-five (45) calendar days from the initial mailing of the Notice to the Class, except that the Response
9 Deadline will be extended by ten (10) calendar days for any Class Member who is re-mailed the Notice
10 by the Settlement Administrator, in which case the Response Deadline will be adjusted on the Notice to
11 that Class Member.

12 **DD. “Request for Exclusion”** means a timely and valid letter submitted by a Class Member
13 indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a)
14 contain the case name and number of the Action; (b) contain the full name, signature, and the last four
15 digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that
16 the Class Member does not wish to be included in the Class Settlement; and (e) be submitted by mail
17 or e-mail to the Settlement Administrator at the specified address or e-mail address, postmarked or e-
18 mailed on or before the Response Deadline.

19 **EE. Settlement.** The term “Settlement” means the agreement by the Parties to resolve the
20 Litigation pursuant to the terms and procedures set forth in this Agreement.

21 **FF. Settlement Administrator.** The terms “Settlement Administrator” and “Administrator”
22 means ILYM Group, Inc., which will be responsible for the administration of Settlement Notice and the
23 Settlement Payment, as defined below, and all related matters, including the following duties: (i) issuing
24 W-2 Forms for amounts deemed “wages”, (ii) providing IRS 1099 Forms for the portions allocated to
25 penalties and interest, (iii) administering to PAGA claimants IRS 1099 Forms, and (iv) performing such
26 other duties as are described in this Stipulation and/or as are customarily performed by settlement
27 administrators.

GG. **Settlement Administration Costs.** All administrative costs of settlement, including cost of notice to the Settlement Class, claims administration (including preparation of required tax reporting forms and withholding of required taxes), and any fees and costs included or charged by the Settlement Administrator in connection with the execution of its duties under this Stipulation, shall not exceed a total amount of \$20,000.00 and shall be paid exclusively out of the Gross Settlement Amount.

HH. **Settlement Effective Date or Effective Date.** The settlement embodied in this Stipulation shall become effective after all of the following events have occurred: (1) this Stipulation has been executed by all Parties and their counsel; (2) the Court has given preliminary approval to the Settlement; (3) the notice packet has been sent to Class Members, providing them with an opportunity to verify their estimated share of the Net Settlement Payments, Opt-Out of the Settlement or Object to the terms of the Settlement; (4) the Court has held a final fairness hearing certifying the class, approving the Settlement; and (5) if no Objection(s) are filed on or before the Response Deadline, the date of entry of final approval, but if any Objection(s) are filed on or before the Response Deadline which are not subsequently withdrawn, five (5) calendar days following the date of expiration of the period for filing any appeal, or if an appeal is filed, then when the Settlement is subsequently approved following the appeal and there is no possibility of any subsequent appeal or other judicial review (the "Settlement Effective Date" or "Effective Date"). In the event that the Court does not approve the Settlement, or if the final approval order is reversed on appeal, then there shall be no Settlement Effective Date and this Settlement Agreement shall become null and void.

JURISDICTION

15. The Court refers to and means the Superior Court of the State of California, County of San Diego (the "Court"), and includes any Judge or Department assigned to approve the Settlement pursuant to this Stipulation. The Court has jurisdiction over the Parties and the subject matter of this Litigation. The Litigation includes claims that, while Defendants deny them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court grants final approval of the Settlement ("Final Approval"), the Court shall retain jurisdiction of this Action pursuant to California Code of Civil Procedure section 664.6 and as otherwise allowed by law solely for the

1 purpose of interpreting, implementing, and enforcing this Settlement consistent with the terms set forth
2 herein.

3 **STIPULATION OF CLASS CERTIFICATION**

4 16. The Parties stipulate to the certification of the Settlement Class solely for purposes of the
5 Settlement only. This Stipulation is contingent upon Preliminary Approval and Final Approval and
6 certification of the Settlement Class only for purposes of the Settlement. Should the Settlement not
7 become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class
8 certification as part of the Settlement shall have no bearing on, and shall not be admissible for any
9 purpose, including but not limited to, in connection with, the issue of whether a class should be certified
10 in a non-settlement context in the Litigation. Defendants expressly reserve their right to oppose class
11 certification should this Settlement not become final.

12 **PRELIMINARY APPROVAL**

13 17. Plaintiffs will bring a motion before the Court for an order preliminarily approving the
14 Settlement, including the Notice as explained herein, and including a request for the Court to order the
15 conditional certification of the Settlement Class for settlement purposes only, which will be supported
16 and not opposed by Defendants. The date that the Court grants Preliminary Approval of the Settlement
17 will be the "Preliminary Approval Date." Class Counsel will prepare the Motion for Preliminary
18 Approval, and provide such Motion for review and comment by counsel for Defendants no later than
19 five (5) calendar days before it is filed. The Motion for Preliminary Approval will also include a request
20 for the Court to preliminarily appoint Plaintiffs' Counsel as Class Counsel, to preliminarily approve
21 Plaintiffs as the Class Representatives, to appoint ILYM Group, Inc. as the Settlement Administrator, to
22 set a date for the Final Approval Hearing, and to seek such other orders from the Court as are necessary
23 to obtain Preliminary Approval.

24 **STATEMENT OF NO ADMISSION**

25 18. Defendants deny any and all liability to Plaintiffs and the Settlement Class upon any
26 claim or cause of action. This Agreement does not constitute, and is not intended to constitute an
27 admission by Defendants as to the merits, validity, or accuracy of any of the allegations made against it

1 in the Litigation or of any liability, culpability or wrongdoing by Defendants or any of its agents or
2 employees. Nothing in this Settlement shall be construed to be an admission by Defendants of any
3 liability or wrongdoing as to each Plaintiff, the Settlement Class or any other person, and Defendants
4 have denied and continue to deny each and all of the allegations, claims, and contentions alleged by
5 Plaintiffs in the Action. Defendants expressly deny and continue to specifically disclaim any such
6 liability or wrongdoing, including specifically that they have violated any federal, state, or local law.
7 Defendants contend that they have complied in good faith with all legal obligations, including all
8 California wage and hour law and dealt fairly and legally with Plaintiffs, the Settlement Class, And
9 PAGA Employees. Nonetheless, Defendants have concluded that further proceedings in the Action
10 would be protracted and expensive, and that the Action, including any and all claims or causes of action
11 which could have been brought, be fully and finally settled in the manner and upon the terms and
12 conditions set forth in this Agreement in order to dispose of burdensome and protracted litigation. The
13 Parties have entered into this Settlement with the intention to avoid further disputes and litigation with
14 the attendant inconvenience, expenses and risks.

15 19. Nothing in this Agreement, nor any action taken in implementation thereof, nor any
16 statements, discussions, or communications, nor any materials prepared, exchanged, issued or used
17 during the course of the negotiations leading to this Agreement or the Settlement, is intended by the
18 Parties to constitute, nor will any of the forgoing constitute, be introduced, be used or be admissible in
19 any way in this Litigation or any other judicial, arbitral, administrative, investigative or other forum or
20 proceeding as evidence of any violation of any state, local law, statute, ordinance, regulation, rule or any
21 obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this
22 Agreement, directly or indirectly, in this Litigation or any other judicial, arbitral, administrative,
23 investigative or other forum or proceeding, or to any agency, as purported evidence of any violation of
24 any state, local law, statute, ordinance, regulation, rule or any obligation or duty at law or in equity, or
25 for any other purpose, other than to enforce the terms of the Agreement, including but not limited to use
26 as an affirmative defense or bar, in whole or in part. Notwithstanding the foregoing, this Agreement
27 may be used in any proceeding before the Court that has as its purpose the interpretation,

1 implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in
2 connection with the Settlement.

3 20. None of the documents produced or created by Plaintiffs, the Settlement Class Members,
4 or PAGA Employees in connection with the claims procedures or claims resolution procedures
5 (including the Notice) constitutes, and is not intended to constitute, an admission by Defendants of any
6 violation of any federal, state, local law, statute, ordinance, regulation, rule or any obligation or duty at
7 law or in equity.

8 21. The Parties agree that class certification pursuant to California Code of Civil Procedure
9 section 382 under the terms of this Agreement is for settlement purposes only. Nothing in this
10 Agreement will be construed as an admission or acknowledgement of any kind that any class should be
11 certified or given collective treatment in the Litigation or in any other action or proceeding. Further, this
12 Agreement will not be admissible in any court or other tribunal regarding the propriety of class
13 certification or collective treatment, aside from use as an affirmative defense of bar to such claims or
14 related claims, in whole or in part. In the event that this Agreement is not approved by the Court or is
15 terminated, or otherwise fails to be enforceable, Plaintiffs will not be deemed to have waived, limited or
16 affected in any way any claims, rights or remedies in the Litigation, and Defendants will not be deemed
17 to have waived, limited, or affected in any way any of its objections or defenses in the Litigation.

18 **TERMS OF SETTLEMENT**

19 22. **Class Certification.** For settlement purposes only, the Parties stipulate that a class may
20 be certified (the "Settlement Class Members"), as described in Paragraph 5 of this Agreement. The
21 Parties agree that certification for settlement purposes under the lenient standard applied to settlements
22 is in no way an admission that class certification is proper under the more stringent standard applied for
23 litigation purposes, and that evidence of this limited stipulation for settlement purposes only will not be
24 deemed admissible in this or any other proceeding. It is Defendants' position that if the Litigation were
25 to be litigated, class certification would be inappropriate because, among other things, individual issues
26 predominate. Furthermore, Defendants deny, and continue to deny, any liability or wrongdoing, and, by
27 entering into this Settlement, does not admit to any violation of law.

23. **Settlement Amount.** Defendants' maximum non-reversionary payment of the Gross Settlement Amount under the Settlement is \$500,000, from which payments will be as follows subject to the Court's approval: (1) up to thirty five percent (i.e. \$175,000.00) in attorneys' fees to Class Counsel; (2) up to \$28,000 in Class Counsel's reasonable litigation costs; (3) up to \$7,500.00 for Ana Santana and up to \$10,000.00 for Maria Gomez as the Enhancement Award payment to each Plaintiff; (4) up to \$20,000.00 as third-party administration costs; (5) a payment to the LWDA in the amount of \$15,000.000, (6) Payment of \$5,000.00 to the PAGA Employees; and (6) the Net Settlement Payments to Settlement Class Members (other than Excluded Class Members). Defendants shall be jointly and severally liable to fund the Gross Settlement Amount no later than ten (10) calendar days after the Effective Date. In addition to the Gross Settlement Amount, Defendants shall pay the employers' portion of any payroll taxes on the portion of the settlement allocated as unpaid wages.

24. **Payment of Net Settlement Payments to Class Members.** After the Net Settlement Amount has been determined, Net Settlement Payments shall be made from the Net Settlement Amount to Settlement Class Members (other than Excluded Class Members). The value of each Class Member's claim shall be distributed on a pro rata basis based on his or her number of Compensable Workweeks as set forth below.

25. **Calculation of Individual PAGA Payments and Individual Settlement Payments to Class Members.** Individual PAGA Payments and Individual Settlement Payments will be calculated as follows:

- a. *Individual PAGA Payments.* The Settlement Administrator will calculate the total number of Compensable Workweeks for all PAGA Employees worked during the PAGA Period. The Individual PAGA Payment that each PAGA Employees will be eligible to receive will be calculated by dividing each PAGA Employees' individual number of Compensable Workweeks worked during the PAGA Period by the total number of Compensable Workweeks of all PAGA Employees worked during the PAGA Period, and multiplying the resulting fraction by the portion of the PAGA Award to PAGA Employees. The Settlement Administrator will determine the total

number of Compensable Workweeks worked during the PAGA Period for each PAGA Employee.

b. *Individual Settlement Payments.* The Settlement Administrator will calculate the total number of Compensable Workweeks for all Participating Class Members worked during the Class Period. The Individual Settlement Payment that each Participating Class Member will be eligible to receive will be calculated by dividing each Participating Class Member's individual number of Workweeks by the total number of Workweeks of all Participating Class Members worked during the Class Period, and multiplying the resulting fraction by the Net Settlement Amount. The Settlement Administrator will determine the total number of Compensable Workweeks worked during the Class Period for each Participating Class Member

26. **Settlement Payment Allocation.** The amount paid to each Settlement Class Member who has not opted-out of the Settlement shall be allocated as follows: ten percent (10%) shall be attributed to wages, and ninety percent (90%) shall be attributed to non-wage statutory damages and interest. The ten percent (10%) of the Net Settlement Payments to the Class Members that will be treated as payments in settlement of wage claims will be subject to W-2 reporting. The recipients of payments pursuant to this Agreement shall be exclusively responsible for all applicable tax obligations other than the employers' share of payroll taxes allocated to unpaid wages. Applicable tax deductions and payroll withholdings for Employee Taxes will be taken from this portion of the Net Settlement Payments. Defendants will be responsible to satisfy the Employer Tax obligations relating to the wage portion of the Net Settlement Payments prior to distribution of the settlement payments to the Settlement Class Members. The Settlement Administrator will issue a Form W-2 to each Settlement Class Member who has not opted-out of the Settlement reflecting the wage portion of each individual Net Settlement Payment. The Parties also agree that one hundred percent (100%) of the settlement payments to the PAGA Employees will be treated as payments in settlement of claims for penalties and interest sought in the Action. The settlement payments made to the PAGA Employee will be made subject to an IRS form 1099 payment, with no taxes or other withholdings taken

27. **No Credit Towards Benefit Plans.** Neither the terms of this Settlement nor any of the amounts paid to Plaintiffs or any Class Member shall have any effect on the eligibility or calculation of any employee benefits. The Parties agree that any Individual Settlement Payment amounts paid to Class Members under the terms of this Settlement do not represent any modification of any Class Member's previously credited hours of service or other eligibility criteria, and will not be utilized to calculate any additional benefits, vesting or credit under any employee pension benefit plan, employee welfare benefit plan or other program or policy sponsored by Defendants or any of their affiliates, including but not limited to any profit-sharing plans, pension plans, 401(k) plans, bonus plans, stock purchase plans, vacation plans, PTO plans, paid sick leave plans, or any other company sponsored plans or employee benefits. Further, the amounts paid to Class Members shall not be considered wages, compensation or annual earnings for benefits in any year for purposes of determining any rights, eligibility, hours of service, benefit accruals, calculations, contributions or amounts to which any Class Member may be entitled with respect to an such employee pension benefit plan, employee welfare benefit plan or other program or policy sponsored by Defendants or any of their affiliates

28. **Settlement Amount Funding and Settlement Payment Due Date.** Defendants will jointly and severally pay the Gross Settlement Amount into a Qualified Settlement Fund (as defined below) established by the Settlement Administrator no later than ten (10) calendar days after the Effective Date. Disbursement shall occur within five (5) days of receipt of funds.

WAIVER, RELEASE AND DISMISSAL

29. **Plaintiffs' Civil Code section 1542 Release.** In light of the Class Representative Enhancement Awards and other consideration given, subject to the occurrence of the Effective Date and Defendants' payment of all sums due hereunder, Plaintiffs make the additional following general release ("General Release") of all claims, known or unknown, that they have against the Released Parties. Plaintiffs, both in their individual and representative capacities, on their behalf and on behalf of their respective heirs, successors, beneficiaries, assigns, agents, attorneys, representatives and other related persons and entities that may claim by, through or under them, in consideration for the amounts paid to Plaintiffs under this Stipulation, including any enhancement awards that may be paid to Plaintiffs, upon

1 the Court's final approval of the Settlement, hereby fully and finally waive, release, acquit and forever
 2 discharge the Released Parties from all known and unknown claims he/she may have, whether brought
 3 or could have been brought, against Defendants of every nature or description whatsoever arising out of
 4 the Litigation, Plaintiffs' employment with Defendants, Plaintiffs' separation from employment, and
 5 their other dealings with Defendants. This General Release includes and any and all known or unknown
 6 contract, tort, statutory, common law, constitutional, public policy, and other claims of any type
 7 whatsoever, including, without limitation: (i) any and all claims actually alleged or which could have
 8 been alleged in connection with, or arising directly or indirectly out of or in any way connected with
 9 each Plaintiff's employment with any Released Party; (ii) any and all claims relating to or arising from
 10 each Plaintiff's relationship with any Released Party and the termination of that relationship; (iii) any
 11 and all claims for wrongful discharge of employment; breach of contract, both express and implied;
 12 breach of a covenant of good faith and fair dealing, both express and implied; negligent or intentional
 13 interference with contract or prospective economic advantage; and defamation; (iv) any and all claims
 14 against the Released Parties for any other tort, contract, common law, constitutional or other statutory
 15 claims, including, but not limited to, alleged violations of the California Labor Code or the federal Fair
 16 Labor Standards Act (except as prohibited by applicable law), the California Constitution, the California
 17 Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with
 18 Disabilities Act, the California Family Rights Act, the California Business and Professions Code, the
 19 Private Attorneys General Act, and any and all other federal, state and local laws, statutes, executive
 20 orders, regulations, and common law, along with all claims for attorneys' fees, costs and expenses
 21 (including any dispute over the non-withholding or other tax treatment of any of the proceeds received
 22 by Plaintiffs as a result of this Agreement). Plaintiffs also waive all rights under Section 1542 of the
 23 California Civil Code, which section reads as follows:

24 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
 25 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
 26 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
 27 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**

1 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
2 **DEBTOR OR RELEASED PARTY.**

3 Plaintiffs acknowledge that they may discover facts in addition to or different from those they
4 now know or believe to be true with respect to the subject matter of the General Release, but
5 upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order
6 shall have, fully, finally, and forever settled and released any and all of the claims covered by
7 the General Release, whether known or unknown, suspected or unsuspected, contingent or non-
8 contingent, which now exist, or have existed, upon any theory of law or equity now existing,
9 including, but not limited to, conduct that is negligent, intentional, with or without malice, or a
10 breach of any duty, law or rule, without regard to the subsequent discovery or existence of such
11 different or additional facts. The Parties understand and agree that this includes all actions,
12 group actions (including any pending or future collective, class, private attorney general or
13 representative actions for which the Plaintiffs may otherwise qualify as putative class members,
14 aggrieved employees, or represented parties), complaints and grievances that could potentially
15 be brought by them against the Released Parties.

16 30. Plaintiffs, in both their individual and representative capacity, agree and acknowledge
17 that they are not required to settle all claims at this time, but voluntarily choose to do so by entering into
18 this Stipulation.

19 31. **Limited Release by Class Members.** Subject to the occurrence of the Effective Date and
20 Defendants' payment of all sums due hereunder, Plaintiffs and every member of the Settlement Class
21 (except those who timely opt out) will fully and forever completely and irrevocably release and
22 discharge the Released Parties from the Released Claims.

23 The Final Approval Order shall enter judgment and shall incorporate the terms of this Paragraph
24 and the Release. The Parties acknowledge that this Settlement, including the releases provided in this
25 Paragraph, reflects a compromise of disputed claims. The Parties further acknowledge that the Release
26 does not release Defendants from their obligations as established by this Agreement.

32. **Release by PAGA Employees:** Subject to the occurrence of the Effective Date and Defendants' payment of all sums due hereunder, Plaintiffs and every PAGA Employee will fully and forever completely and irrevocably release and discharge the Released Parties from the PAGA Released Claims.

33. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of a Settlement Class Member who exclude themselves from the Class Settlement and are PAGA Employees shall nonetheless receive a payment for the amount of each such individual's estimated share of the PAGA Employees' portion of the PAGA Payment and shall be bound by the Release by PAGA Employees of all PAGA Released Claims.

SETTLEMENT ADMINISTRATOR

34. ILYM Group, Inc. will serve as the Settlement Administrator for this Settlement, subject to the Court's approval. All settlement administration costs, in an amount to be approved by the Court but not to exceed \$20,000.00, shall be paid out of the Gross Settlement Amount. The Settlement Administrator shall perform all of the duties as described in this Agreement, including those set forth in Paragraph 14.

35. Within ten (10) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will provide the Settlement Administrator, on a confidential basis and for use with regard to the settlement administration of the Litigation only, with the dates of employment for each Class Member and all other information necessary for the Settlement Administrator to calculate the number of Compensable Workweeks worked by each Class Member during the Class Period and PAGA Period. At the same time, Defendants will provide the Settlement Administrator with current contact information (i.e., last known addresses, telephone numbers and Social Security numbers) for all Class Members (the "Class List"). The Class List contains confidential, personal and/or private information of the Class Members and will be transmitted via password protected means. The Settlement Administrator shall keep the Class List strictly confidential and shall not disclose the information to any

1 other person or entity other than the Parties to this Agreement. Defendants further agree to consult with
2 the Settlement Administrator prior to the production of the Class List to ensure that the format will be
3 acceptable to the Settlement Administrator.

4 36. Among its other duties as described in this Settlement, the Settlement Administrator shall
5 publish and maintain a settlement website and provide counsel for the Parties with a weekly report
6 showing the number of Opt-Outs and Objections received.

7 37. As set forth below, the Settlement Administrator shall obtain the best possible address for
8 Class Members prior to the mailing. Incorrect address information for any of the Class Members shall,
9 in no way, affect the scope and extent of any releases provided herein.

10 38. Within ten (10) calendar days of receipt of the Class List, the Settlement Administrator
11 will mail the Notice to the Class Members as described below.

12 **NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

13 39. **Notice.** The Notice the Settlement Administrator shall send to each of the Class Members
14 will contain: (i) an estimated individual settlement payment, (ii) individual number of workweeks during
15 the Class Period, (iii) individual number of workweeks during the PAGA Period, (iv) how to opt-out of
16 the Settlement, and (v) how to object to the Settlement. Plaintiffs and Defendants, through their
17 respective attorneys, have jointly prepared a Notice, attached hereto as Exhibit 1 to this Agreement and
18 incorporated herein by reference, subject to Court approval, which in substance the Settlement
19 Administrator will provide to each of the members of the Settlement Class as follows.

20 40. The Settlement Administrator shall run all the addresses provided by Defendants through
21 the United States Postal Service National Change of Address ("NCOA") database (which provides
22 updated addresses for any individual who has moved in the previous four years who has notified the
23 U.S. Postal Service of a forwarding address) to obtain current address information. In addition, and prior
24 to mailing, the Settlement Administrator shall perform an Accurant (or substantially similar) in-depth
25 skip trace in order to obtain the best possible address for Class Members prior to the mailing.

26 41. The Settlement Administrator shall mail the Notice to the members of the Settlement
27 Class via first-class regular U.S. Mail using the most current mailing address information available,
28

1 within ten (10) calendar days after receiving the Class List from Defendants. The Notice shall provide
2 the members of the Settlement Class until the Response Deadline to take action to dispute their
3 Compensable Workweeks, exclude themselves from the Settlement Class, or object to the Settlement.

4 42. The Notice will include an estimated calculation of the Class Member's estimated
5 Compensable Workweeks and estimated share of the Net Settlement Amount.

6 43. If a Notice is returned from the initial notice mailing as undeliverable with a forwarding
7 address provided by the United States Postal Service on or by the Response Deadline, the Settlement
8 Administrator will promptly resend the Notice to that forwarding address along with a brief letter stating
9 that the recipient of the Notice has until the original deadline set forth on the Notice, or ten (10) calendar
10 days after the date of re-mailing of the Class Notice (whichever is later) to respond.

11 44. If a Notice is returned as undeliverable without a forwarding address from its first
12 mailing, the Settlement Administrator shall undertake reasonable efforts to locate a current address,
13 including performing an Experian (or substantially similar) in-depth skip trace or mass search on
14 LexisNexis databases based on set criteria. If the Settlement Administrator obtains a more current
15 address, the Settlement Administrator shall resend the Notice to that address along with a brief letter
16 stating that the recipient of the Notice has until the original deadline set forth on the Class Notice or ten
17 (10) calendar days after the date of re-mailing of the Notice (whichever is later) to respond.

18 45. If any Notice is returned from any mailing and/or re-mailed, the Settlement Administrator
19 will note for its own records and notify the Parties' Counsel of the date of such re-mailings as part of a
20 weekly status report provided to the Parties.

21 46. No later than fifteen (15) days prior to the Final Approval Hearing, the Settlement
22 Administrator shall provide counsel for Defendants and Class Counsel with a declaration attesting to the
23 completion of the Notice process, including the number of attempts to obtain valid mailing addresses for
24 and re-sending of any returned Notices, as well as the number of valid Opt-Outs, Objections and
25 deficiencies which the Settlement Administrator received.

26 47. **Objections.** A Class Member who wishes to object to the Settlement must notify the
27 Settlement Administrator of his or her objection, in writing, on or prior to the Response Deadline. The

1 Settlement Administrator shall promptly provide all objections as received to Class Counsel and
2 Defendants' Counsel, as well as file all such objections with the Court. Excluded Class Members are
3 not permitted to object to the Settlement. Any Objection to the Settlement must (i) clearly identify the
4 case name and number (*Ana Santana, et al. v. Harbor Foods, Inc., et al.* (San Diego County Superior
5 Court Case No. 37-2020-00026743-CU-OE-CTL); (ii) set forth in writing the legal and factual grounds
6 for the objection; (iii) include the address and phone number of the Class Member or counsel for the
7 Class Member; (iv) be signed by the Class Member; and (v) be submitted to the Settlement
8 Administrator, along with all supporting papers. The Class Member may also appear personally or
9 through an attorney, at his or her own expense, at the Final Approval hearing. However, it is not
10 necessary for the Class Member or his or her attorney to appear at the Final Approval Hearing in order
11 for the objection to be considered by the Court. No Class Member will be precluded from appearing at
12 the Final Approval Hearing if he/she fails to submit an objection. Any attorney who represents a Class
13 Member objecting to this Settlement must file a notice of appearance with the Court on or prior to the
14 Response Deadline and serve Class Counsel and Defense Counsel. Plaintiffs and Defendants will be
15 permitted to respond in writing to any such Objections no later than seven (7) calendar days before the
16 Final Approval hearing.

17 48. If a Class Member objects to this Settlement, the Class Member will remain a member of
18 the Settlement Class and if the Court approves the Settlement, the Class Member will be bound by the
19 terms of the Settlement and Final Approval Order in the same way and to the same extent as a
20 Settlement Class Member who does not object. The Court retains final authority with respect to the
21 consideration and admissibility of any Objections. Provided that the Settlement Administrator mailed
22 the Notice to a member of the Settlement Class, this deadline to file an Objection shall apply
23 notwithstanding any assertion by any member of the Settlement Class of non-receipt of the Notice.

24 49. Class Members who fail to file and timely serve written Objections or appear at the Final
25 Approval Hearing in accordance with the procedures set forth in this Agreement have waived all
26 objections to the Settlement and are forever foreclosed from making any objection to the Settlement or
27 any aspect of the Settlement, whether by appeal or otherwise, and are similarly barred from ever

1 asserting any of the Released Claims. Plaintiffs waive any right to object to the Settlement, and hereby
2 endorse the Settlement as fair, reasonable and adequate and in the best interests of the Settlement Class.
3 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Class
4 Member to opt out, submit written objections to the Settlement, or file any appeal from the Final
5 Approval Order.

6 **50. Workweek Disputes.** If any member of the Settlement Class or PAGA Employee fails to
7 dispute the number of eligible Compensable Workweeks set forth in their Notice, such person need not
8 take further action in order to participate in the Settlement. If any member of the Settlement Class or
9 PAGA Employee disputes the number of eligible Compensable Workweeks set forth in the Notice, or
10 asserts that they should have been included as a member of the Settlement Class, such person must
11 follow the directions in the Notice (copy of which is attached hereto), including preparing a statement
12 setting forth the number of eligible Compensable Workweeks that such person believes in good faith is
13 correct and stating that the member of the Settlement Class authorizes the Settlement Administrator to
14 review the Settlement Class member's personnel file to determine such information and attaching any
15 relevant documentation in support thereof. The member of the Settlement Class or PAGA Employee
16 must mail the signed and completed statement no later than sixty (60) calendar days after the date of the
17 mailing of the Notice (or extension thereof pursuant to Paragraph 13.Y, or the number of eligible
18 Compensable Workweeks set forth in the Notice will govern the Net Settlement Payments to the
19 members of the Settlement Class).

20 **51.** Upon timely receipt of any such challenge, the Settlement Administrator, in consultation
21 with Class Counsel and counsel for Defendants, will review the pertinent payroll records showing the
22 dates the Settlement Class member or PAGA Employee was employed and the pertinent leave(s) taken,
23 which records Defendants agree to make available to the Settlement Administrator. After consulting
24 with Class Counsel and counsel for Defendants, the Settlement Administrator shall compute the number
25 of eligible Compensable Workweeks to be used in computing the Settlement Class Member's or PAGA
26 Employee's pro rata share of the Net Settlement Amount and/or PAGA Award. In the event there is a
27 disparity between the dates a Settlement Class member claims he or she worked during the Settlement

1 Period and the dates indicated by Defendants' records, Defendants' records will control unless
2 inconsistent with paycheck stub(s) (or bona fide copies thereof) provided by the Settlement Class
3 member, in which case the paycheck stub(s) will control. The Settlement Administrator's decision as to
4 the total number of eligible Compensable Workweeks shall be final and non-appealable. The Settlement
5 Administrator shall send written notice of the decision on any such claim to the Settlement Class
6 member or PAGA Employee, to Class Counsel, and counsel for Defendants within ten (10) calendar
7 days of resolution of the dispute.

8 **52. Opportunity to be Excluded.** In order for any Settlement Class member to validly
9 exclude himself or herself from the Settlement Class and this Settlement (i.e., to validly "Opt-Out"), a
10 timely submitted written Request for Exclusion must: (i) clearly identify the case name and number
11 (*Ana Santana, et al. v. Harbor Foods, Inc., et al.* (San Diego County Superior Court Case No. 37-2020-
12 00026743-CU-OE-CTL); (ii) set forth in writing "I wish to exclude myself from the settlement, I
13 understand I will not receive payment"; (iii) include the address and phone number of the Class Member
14 or counsel for the Class Member; (iv) be signed by the Class Member; and (v) be submitted to the
15 Settlement Administrator, postmarked on or before the Response Deadline. The Notice (a copy of which
16 is attached hereto as Exhibit "1") shall contain instructions on how to Opt-Out, including the
17 requirements to submit a valid Request for Exclusion as described in Paragraph 14(I) above. The date of
18 the initial mailing of the Notice, and the date the signed Request for Exclusion was timely postmarked,
19 shall be conclusively determined according to the records of the Settlement Administrator. Any
20 Settlement Class member who timely and validly requests exclusion from the Settlement Class and this
21 Settlement will not be entitled to any individual settlement payment, will not be bound by the terms and
22 conditions of this Settlement, and will not have any right to object, appeal, or comment thereon. Any
23 member of the Settlement Class who does not timely file and mail notice of his or her request to be
24 excluded from the Settlement Class will be deemed included in the Settlement Class in accordance with
25 this Settlement. Plaintiffs waive any right to be excluded from the Settlement Class. Within ten (10)
26 calendar days of the expiration of the Response Deadline the Settlement Administrator will inform
27 counsel for the Parties via email, of the number of valid Requests for Exclusions it received.

53. Neither Party, including their counsel, will encourage any Class Member to opt out of or object to this Settlement. If a Settlement Class Member contacts Class Counsel, Class Counsel may only discuss the terms of the Settlement and the Settlement Class Member's options, as stated herein, but may not make any recommendations to such Class Member to opt out.

54. Class Members who are PAGA Employees will not be able to exclude themselves from the PAGA Award and will fully release the PAGA Released Claims.

55. **Qualified Settlement Fund.** The Gross Settlement Amount and employer taxes paid by Defendants shall be deposited into an account established by the Settlement Administrator as a "Qualified Settlement Fund" within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.*, (the "Settlement Fund") and shall be administered by the Settlement Administrator pursuant to the final terms of the Settlement as approved by the Court. The Administrator shall request and obtain from the IRS an appropriate Tax ID for the Settlement Fund. The Administrator shall serve as a Trustee of the Settlement Fund and shall act as a fiduciary with respect to the handling, management and distribution of the Settlement Fund, including the handling of all tax-related issues, reporting and payments. The Administrator shall act in a manner necessary to qualify and maintain the Settlement Fund as a Qualified Settlement Fund and the Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment.

56. Within five (5) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of all anticipated payments from the Settlement Fund Account as specified in this Settlement Agreement and approved by the Court, including: (a) Plaintiffs' Enhancement Awards; (b) the Class Counsel Fees Award; (c) the Class Counsel Costs Award; (d) Settlement Administration Costs; (e) the PAGA Award; and (f) Individual Settlement Payments and related taxes thereon.

57. Within 15 calendar days after the Settlement Effective Date, the Settlement Administrator shall cause the Individual Settlement Payments, Court approved Enhancement Awards to Plaintiffs, PAGA Award, Settlement Administration Costs, and Court approved attorneys' fees and costs to be paid

1 as provided in this Agreement as approved by the Court. If a check is returned to the Settlement
2 Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid
3 mailing address by performing a skip trace search and, if another address is identified, shall mail the
4 check to the newly identified address. If any settlement check is uncashed after 180 days it will become
5 void and the Settlement Administrator will place a stop-payment on the check. On the back of each
6 check the Settlement Administrator will include a pre-printed notice informing the Class Member that he
7 or she has 180 days to cash the check or it will become void. The Settlement Administrator will also
8 recalculate and correct any Employee Taxes withheld or Employer Taxes paid to adjust for the uncashed
9 check. The residue, if any, including (1) funds from checks which were unable to be delivered due to
10 the Settlement Administrator's inability to obtain a valid mailing address as set forth in this provision,
11 (2) funds from checks that remain uncashed after 180 days from the date of the check, and (3) any
12 related tax refunds or returns, will be delivered to the Controller of the State of California to be held
13 pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, for the benefit of those
14 Settlement Class Members who did not cash their checks until such time that they claim their property.
15 The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure
16 Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether
17 or not they all cash their Settlement Checks.

18 ATTORNEYS' FEES AND COSTS

19 58. Plaintiffs request, and Defendants shall not oppose, an application by Class Counsel to
20 the Court seeking an award of attorneys' fees not to exceed thirty-five percent (35%) of the Gross
21 Settlement Amount, to compensate Class Counsel for all past and future attorneys' fees necessary to
22 prosecute, settle and administer the Litigation and this Settlement, including for the work performed and
23 all work remaining to be performed in documenting the Settlement, securing the Court's approval of the
24 Settlement, administering the Settlement, ensuring that the Settlement is fairly administered and
25 implemented, and obtaining judgment, to be paid out of the Gross Settlement Amount and not from any
26 additional payment by Defendants. Class Counsel's fees shall be split as follows, regardless of lodestar
27 and how much the Court awards: 60% to GrahamHollis, APC and 26 2/3% to Gaines & Gaines, APLC,

1 with the remaining 13 1/3% to Davtayan Law Firm, Inc., with which Class Counsel has agreed to split
2 fees. Plaintiffs have acknowledged and consented to this fee split through a separate Joint Prosecution
3 Agreement and acknowledge and consent to this fee split by signing this Settlement Agreement.

4 59. Additionally, Plaintiffs request, and Defendants shall not oppose, an application by Class
5 Counsel to the Court seeking payment to Class Counsel of their reasonable litigation costs, in a total
6 amount not to exceed \$28,000.00, which represents all past and future attorneys' costs and expenses
7 necessary to prosecute, settle and administer the Litigation and implementing the terms of this
8 Settlement incurred by Class Counsel, to be paid out of the Gross Settlement Amount and not from any
9 additional payment by Defendants.

10 60. Any attorneys' fees or costs awarded to Class Counsel by the Court shall be deducted
11 from the Gross Settlement Amount for the purpose of determining the Net Settlement Amount. The
12 Parties further agree that this Settlement is not conditioned on the Court awarding the full amount of
13 attorneys' fees and costs requested by Class Counsel and if the Court should approve a lesser percentage
14 or amount of fees and/or costs than the amount that Class Counsel ultimately seeks, then the unapproved
15 portion or portions shall become part of the Net Settlement Amount and shall be distributed to Class
16 Members on a pro rata basis based on the total number of Compensable Workweeks. The Settlement
17 Administrator will issue an IRS Form 1099 to Class Counsel with respect to the fees and costs awarded
18 to Class Counsel.

19 **ENHANCEMENT AWARDS TO PLAINTIFFS**

20 61. Defendants shall not oppose an application by Plaintiffs to the Court, and Plaintiffs shall
21 not seek or receive an aggregate amount in excess of \$17,500.00 (\$7,500.00 for Ana Santana and
22 \$10,000.00 for Maria Gomez) to be paid out of the Gross Settlement Amount, as an enhancement for
23 their service as Class Representatives and for their participation in and assistance with the Litigation (the
24 "Enhancement Award"), subject to approval by the Court and conditioned on Plaintiffs' execution of the
25 General Release as set forth in Paragraph 29 above, by Plaintiffs signing this Stipulation, in addition to
26 any payment they may otherwise receive as a Class Member. Any enhancement awarded to Plaintiffs by
27 the Court shall be deducted from the Gross Settlement Amount for the purpose of determining the Net

1 Settlement Amount. Plaintiffs understand and agree that this Settlement is not conditioned on the Court
2 awarding the full amount of the Enhancement Award requested by Plaintiffs. The Settlement
3 Administrator will issue an IRS Form 1099 to Plaintiffs for their enhancement payment, and Plaintiffs
4 will be fully responsible for correctly characterizing this compensation for tax purposes and for paying
5 any taxes owing on said amount.

6 **PAGA CIVIL PENALTIES**

7 62. Defendants shall pay a total amount of Twenty Thousand Dollars and Zero Cents
8 (\$20,000.00) from the Gross Settlement Amount in settlement of all claims for civil penalties asserted
9 under the PAGA, as described in the PAGA Released Claims. Within fifteen (15) calendar days after
10 the Settlement Effective Date, the Settlement Administrator shall send an amount totaling 75% of the
11 PAGA Award (i.e., Fifteen Thousand Dollars and Zero Cents (\$15,000.00)) to the LWDA. The
12 remaining 25% of the PAGA Award, Five Thousand Dollars and Zero Cents (\$5,000.00), shall be
13 distributed to the PAGA Employees who worked for Defendants during the PAGA Period on a pro-rata
14 basis, based on their respective Compensable Workweeks during the PAGA Period. The Settlement
15 Administrator shall responsible for calculating these payments using the same method outlined in
16 Paragraph 25.

17 **TAX RESPONSIBILITY**

18 63. Neither Defendants nor Class Counsel are making any representations as to the tax
19 treatment or legal effect of the payments called for under this Settlement, and Plaintiffs and the Class
20 Members are not relying on any statement or representation by Class Counsel or Defendants in this
21 regard. Additionally, notwithstanding any prior agreement, practice or policy of Defendants or any
22 Released Party to the contrary, Plaintiffs and each Class Member shall be solely and fully responsible
23 for any and all taxes under all federal, state and local tax laws with respect to the Individual Settlement
24 Payment to be made to each Class Member, except for the Employee Taxes withheld by the Settlement
25 Administrator and the Employer Taxes to be paid by Defendants and the Settlement Administrator,
26 following the Settlement Administrator providing Individual Settlement Payment information for each
27
28

1 of the Class Members, from which the Defendants can pay the Employer Taxes due on the Individual
2 Settlement Payments attributable to wages.

3 COURT APPROVAL

4 64. This Agreement and the Settlement is contingent upon the Court granting Final Approval
5 of the Settlement and entering the Final Approval Order. Plaintiffs and Defendants agree to take all
6 steps as may be reasonably necessary to secure both Preliminary Approval and Final Approval of the
7 Settlement by the Court, to the extent not inconsistent with the terms of this Agreement and will not take
8 any action adverse to each other in obtaining the Court's Final Approval of the Settlement in all respects.
9 Plaintiffs and Defendants expressly agree that they will not file any objection (as opposed to request for
10 correction) to the terms of this Stipulation of Settlement or assist, advise, counsel, or otherwise
11 encourage any person or entity to file any such objection or opt out.

12 65. Promptly upon the execution of this Stipulation, Plaintiffs shall file a motion for
13 Preliminary Approval of the Settlement (which Defendants shall not oppose). Specifically, Plaintiffs
14 will apply to the Court for the entry of an Order:

- 15 (a) That the proposed Settlement should be preliminary approved as fair, reasonable
16 and adequate as to the Class;
- 17 (b) Approving as to form and content the proposed Notice to the Class;
- 18 (c) Directing the mailing of the Notice by first-class mail as to the Class Members;
- 19 (d) Preliminarily certifying the Class for purposes of Settlement only;
- 20 (e) Approving Class Counsel, the Class Representatives, and the Settlement
21 Administrator; and
- 22 (f) Setting a Final Approval Hearing date with sufficient time to allow the Parties and
23 the Settlement Administrator to complete the Notice process, calculate the
24 settlement payments and tax and reporting obligations for each of the Class
25 Members, and prepare and file the Motion for Final Approval.

26 66. After completion of the Notice process, Class Counsel shall be responsible for preparing
27 and filing the Motion for Final Approval with the Court in sufficient time prior to the Final Approval
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1 Hearing date, including all necessary supporting Declarations, [Proposed] Orders, motions for attorneys'
2 fees and costs, and the Enhancement Awards, but all subject to final review and approval by Defendants
3 prior to filing with the Court.

4 67. Counsel for the Parties shall have the right, subject to approval by the Court as to the new
5 date, to continue or reschedule the original scheduled Final Approval Hearing date without providing
6 any notice to the Class Members of the new date for the hearing, except for any Class Members who
7 have timely submitted any Objections to the Settlement.

8 MISCELLANEOUS PROVISIONS

9 68. This Agreement constitutes the entire agreement between Plaintiffs and Defendants.
10 Except as expressly provided herein, this Agreement has not been executed in reliance upon any other
11 written or oral representations or terms, and no such prior or subsequent extrinsic oral or written
12 representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the
13 Parties agree that this Agreement is to be construed according to its terms and may not be varied or
14 contradicted by prior or subsequent extrinsic evidence. The Agreement will be interpreted and enforced
15 under the laws of the State of California, both in its procedural and substantive aspects, without regard
16 to its conflict of law provisions. Any claim arising out of or relating to the Agreement, or the subject
17 matter hereof, will be resolve solely and exclusively in the Superior Court of the State of California for
18 the County of San Diego, and Plaintiffs and Defendants hereby consent to the personal jurisdiction of
19 the Court over them solely in connection therewith. Plaintiffs, on their own behalf and on behalf of the
20 Settlement Class, and Defendants participated in the negotiation and drafting of this Agreement. As
21 such, neither Plaintiffs nor Defendants may claim that any ambiguity in this Agreement should be
22 construed against the other.

23 69. The terms and conditions of this Agreement constitute the exclusive and final
24 understanding and expression of all agreements between Plaintiffs and Defendants with respect to the
25 Settlement of the Litigation. The Agreement may be modified only by a writing signed by the original
26 signatories and approved by the Court.

70. Plaintiffs, Defendants and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek the necessary Court approvals, and to do all things reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

71. The Agreement may be executed in one or more actual or non-original counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

72. Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

73. Plaintiffs, members of the Settlement Class, Class Counsel and Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

74. To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

75. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants and Class Counsel, on behalf of the parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

76. If the Court does not grant final approval of this Settlement, or if any part of the Court's final approval of this Settlement is reversed, then this Settlement will become null and void. In such case, the Settlement shall not be asserted, filed, published, used or be admissible for any purpose, in any subsequent proceedings in any Court or forum.

77. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

78. Nothing contained in this Settlement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of the Parties has

1 entered into this Settlement with the intention to avoid further disputes and litigation with the attendant
2 inconvenience and expense. This Settlement shall be inadmissible in evidence in any proceeding, except
3 in an action or proceeding by one of the Parties, or Released Parties, to approve, interpret, or enforce its
4 terms, including but not limited to use as an affirmative defense or bar to the involved or other claims or
5 actions, in whole or in part. In connection with any such proceeding to approve, interpret or enforce the
6 Settlement, the Parties agree that this Settlement shall be binding and enforceable between them, and
7 admissible in a Court of law, including for purposes of California Evidence Code section 1123.

8 79. In the event that one or more of the Parties institutes any legal action, or other proceeding
9 against any other Party or Parties to enforce the provisions of this Settlement, or to declare rights or
10 obligations under this Settlement, the successful Party or Parties shall be entitled to recover from the
11 unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with any
12 enforcement actions.

13 80. This Settlement shall be binding upon and inure to the benefit of the Parties and their
14 respective heirs, trustees, executors, administrators, successors, and assigns.

15 81. Neither Class Counsel nor defense counsel intend anything contained in this Stipulation
16 for Settlement to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall
17 it be relied upon as such.

18 82. **Mutual Agreement to Cooperate.** The Parties acknowledge that it is their intent to
19 consummate this Agreement, and they agree to cooperate to the extent reasonably necessary to
20 effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to
21 accomplish the foregoing terms and conditions of this Agreement. The Parties agree that they will not
22 solicit, facilitate, or assist in any way, requests for exclusions or objections by putative or actual Class
23 Members.

24 83. **Confidentiality.** The Class Representatives and Class Counsel agree that the terms of
25 this Settlement, the negotiations leading to this Settlement, and all documents related to the Settlement
26 shall not be discussed with, advertised, marketed, publicized, published, reported, or promoted to the
27 public, except as necessary to effectuate and/or enforce the terms of this Settlement Agreement. The

GRAHAM HOLLIS APC
3555 FIFTH AVENUE
SAN DIEGO, CALIFORNIA 92103

Class Representatives and Class Counsel will not publicize the terms of this Settlement Agreement and will not issue any press releases except that the Class Representatives and Class Counsel may disclose in legal proceedings a summary of the terms of the Settlement Agreement and may communicate with Class Members regarding the Settlement, its terms, its history (apart from settlement communications). Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

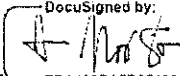
84. **Waiver of Right to Appeal.** Defendants, Plaintiffs and those Class Members who did not timely file and serve an opt out or objection to the Settlement or appear at the Final Approval Hearing, hereby waive any and all rights to appeal from the Final Order approving the settlement, including all rights to any post-judgment proceeding and appellate proceeding, such as motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Final Order approving the settlement therefore will become final and non-appealable at the time it is entered. This waiver does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Dated: 2/27/2023

By:

ANA SANTANA

DocuSigned by:

EBA182BA5D95492...

Dated: 02 / 27 / 2023

By:

Maria Gomez
MARIA GOMEZ

GRAHAMHOLLIS APC
3555 FIFTH AVENUE
SAN DIEGO, CALIFORNIA 92103

Dated: 3.8.2023

HARBOR FOODS, INC

By: Steven R. Barnett

Dated: 3.8.2023

HARBOR FOODS #2, INC

By: Steven R. Barnett

Dated: 3.8.2023

HARBOR FOODS #3, INC

By: Steven R. Barnett

Dated: 3.8.2023

HARBOR FOODS #4, INC

By: Steven R. Barnett

Dated: February 27, 2023

GRAHAMHOLLIS APC

By: Erik Dos Santos

GRAHAM S.P. HOLLIS
VILMARIE CORDERO
HALI M. ANDERSON
ERIK A. DOS SANTOS
Attorneys for Plaintiffs

Dated: 2/27/2023

GAINES & GAINES, APLC

By: Daniel F. Gaines

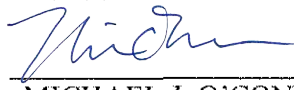
DANIEL F. GAINES
ALEX P. KATOFISKY
EVAN S. GAINES
Attorneys for Plaintiffs

GRAHAM HOLLIS APC
3555 FIFTH AVENUE
SAN DIEGO, CALIFORNIA 92103

1 Dated: March 8, 2023

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

2
3 By:



MICHAEL J. O'CONNOR
Attorneys for Defendants

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF SAN DIEGO

Ana Santana, et al. v. Harbor Foods, Inc., et al.

San Diego County, Case No.: 37-2020-00026743-CU-OE-CTL

Indicate Name/Address Changes, if any:

<<Name>>

«Address»

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT RELATED TO YOUR EMPLOYMENT WITH HARBOR FOODS, INC., HARBOR FOODS #2, INC., HARBOR FOODS #3, INC, HARBOR FOODS #4, INC. (collectively, “HF”).

A California Court authorized this notice. This is not a solicitation from a lawyer and you are not being sued.

YOU ARE HEREBY NOTIFIED that a proposed settlement (the “Settlement”) of the above class and PAGA representative action (“the Action”) filed in San Diego County Superior Court has been reached by the Parties and has been granted Preliminary Approval by the Court supervising the Action. The purpose of this Class Notice is to inform you of the Settlement and how it affects your legal rights.

- The Settlement fully resolves all claims regarding the following alleged wage and hour claims: failure to provide meal and rest breaks; failure to pay all minimum, regular, and overtime wages; ; failure to provide accurate, itemized wage statements; failure to provide suitable seating; failure to timely pay wages upon separation; failure to reimburse necessary business expenses; and unfair business practices. The Settlement further resolves all claims for civil penalties brought in the action pursuant to California’s Private Attorneys General Act (“PAGA”). **Please see Section C below for further information regarding the claims you are releasing by participating in this Settlement.**
- The Settlement avoids costs and risks to you from continuing the lawsuit; pays money to you without requiring you to complete a claim form; and releases HF from all liability for these employment-related claims.
- The two sides disagree on whether HF is liable for any of the allegations raised in this case and how much money could have been won, if any, if the employees had proceeded to a trial and won, in whole or in part, or if HF had won, in whole or in part. HF denied, and continued to deny, Plaintiffs’ claims. The Court made no determination as to whether either side was correct.
- **Your legal rights may be affected. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Do Nothing and Get Your Payment

If you are a Settlement Class Member, you will automatically receive a payment. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, or will soon change, please notify the Settlement Administrator as explained on page 7 under “Change of Address.”

Exclude Yourself and Get No Payment.	Send a letter to the Settlement Administrator as provided on page 6 under “Exclude Yourself from the Settlement.” This is the only option that allows you to bring your own claim against HF about the legal claims in this case, but you will not receive any portion of the Settlement
Object to the Settlement	Send a letter to the Settlement Administrator, as provided below, about why you do not like the Settlement. Directions are provided on page 6 under “Object to the Settlement.”

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains the Settlement and informs you of your legal rights thereunder. You received this notice because you may be a member of a class on whose behalf this lawsuit has been brought because you worked for HF as a non-exempt employee in California at some point between April 6, 2016 to December 31, 2022.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Ana Santana filed a class action in San Diego County Superior Court on July 30, 2020, against Defendants Harbor Foods, Inc., Harbor Foods #2, Inc., Harbor Foods #3, Inc., and Harbor Foods #4, Inc. The operative complaint alleges the following causes of action on behalf of Plaintiffs and the members of the putative class: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Reimburse All Necessary Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay All Wages Due Upon Separation of Employment; (8) Violation of Business & Professions Code section 17200; and (9) Violation of Cal. Labor Code §§ 2698, *et seq.* (PAGA).

Plaintiff Maria Gomez filed a PAGA Action in San Diego County Superior Court on June 12, 2020, against Harbor Foods #3, Inc. The operative complaint alleges a PAGA cause of action on behalf of Plaintiffs and aggrieved employees for: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Provide Adequate Seating; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay All Wages Due Upon Separation of Employment. The lawsuits seek recovery of wages, restitution, statutory and civil penalties, interest, attorneys’ fees, and costs.

The Settlement resolves all claims brought in both cases. HF denies any liability or wrongdoing of any kind associated with the claims alleged in these lawsuits and further denies that, for any purpose other than that of settling this lawsuit, the lawsuit is appropriate for class treatment. HF contends, among other things, that it at all times complied with the California Labor Code, the California Business and Professions Code, and all other applicable laws. The Court has made no ruling, and will make no ruling, on the merits of these cases and the allegations and claims brought in either case.

WHAT IS A CLASS ACTION?

In a class action, one or more people, called Class Representatives (in this case Ana Santana and Maria Gomez), sue on behalf of people who have similar claims. All these people are referred to collectively as a “Class,” with each person being a “Class Member.”

WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or HF. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representatives and their attorneys think the Settlement is best for everyone who was injured or exposed. The Court has determined only that there is sufficient evidence to suggest that the Settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the final hearing.

WHAT DOES THE SETTLEMENT PROVIDE?

A. Who is in the Class?

The Settlement Class consists of all current and former non-exempt employees of HF who were employed in California at any time from April 6, 2016 to December 31, 2022 and who have not excluded themselves from the Settlement in accordance with the requirements set forth herein.

B. What Can I Get from The Settlement?

HF will pay a total of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (the “Gross Settlement Amount” or “GSA”) to settle the lawsuits.

Prior to distribution to Class Members, the following amounts will be paid from the GSA: attorneys’ fees (not to exceed thirty five percent of the GSA or currently estimated at \$175,000), litigation expenses not to exceed \$28,000.00, 75% of the PAGA payment in the amount of \$15,000 to be paid to the California Labor & Workforce Development Agency, \$5,000 to be paid to the PAGA Employees, and an enhancement payment to the Class Representatives in the total amount of \$17,500.

After all these amounts are taken out of the GSA, the amount left is called the “Net Settlement Amount.” The Net Settlement Amount shall be allocated to all Class Members on a pro rata basis according to the number of workweeks each Class Member worked for HF from April 6, 2016 to December 31, 2022.

The funds used for the GSA shall be paid to the Settlement Administrator. The Settlement Administrator shall cause the Court approved enhancement to the Class Representatives, Court approved attorneys’ fees and litigation costs, and PAGA payment to be paid at the same time and manner as the settlement payments to the Settlement Class Members.

Your Individual Payment Amount.

The amount of the payments provided to Settlement Class Members will be calculated using (a) your total number of Compensable Workweeks (i.e., each week, or fraction thereof, you worked for HF in a non-exempt position in California between April 6, 2016 to December 31, 2022); (b) divided by the aggregate number of Compensable Workweeks of all Class Members; (c) multiplied by the value of the Net Settlement Amount, less any applicable withholding taxes. You will also receive a pro rata share of the \$5,000 payment to the PAGA Employees if you worked for HF between April 6, 2019 to December 31, 2022.

Currently, it is estimated that based on your number of Compensable Workweeks you will receive a minimum of \$ [REDACTED]. This number may change based on how much the court awards in attorneys' fees, litigation expenses, enhancement payments the Class Representatives, the amount allocated to PAGA, and the number of individuals who ask to be excluded from the Settlement. Payments to Class Members will vary depending on their respective Compensable Workweeks worked, however, the range of payments is estimated to be between \$ [REDACTED] and \$ [REDACTED].

If you believe the number of Compensable Workweeks of [No. of Eligible Workweeks] is incorrect you must the Settlement Administrator no later than [45 days from the mailing of the Notice] and submit a brief statement (1) stating the correct number of workweeks you believe worked during the Class Period, and (2) authorizing the Settlement Administrator in writing to review your work file to determine the correct number of Compensable Workweeks worked. You will also need to submit any evidence you have in support of your dispute.

Tax Matters.

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to Settlement Class Members reflecting the payments each Settlement Class Member receives under the Settlement. For tax purposes, payments to Class Members will be allocated as follows: 10% as wages; 90% as non-wage statutory damages and interest. 100% of the settlement payments to the PAGA Employees will be treated as penalties. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code.

Non-wage statutory damages, interest, and penalties paid under this Settlement shall not be subject to federal, state and local payroll withholding taxes. The Settlement Administrator shall issue an IRS form 1099 for payments of non-wage statutory damages, interest, and penalties. The usual and customary deductions will be taken out of the amounts attributable to unpaid wages. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.

Any and all Employer Taxes that HF normally would be responsible for paying will be paid by HF outside of the GSA.

C. What Are You Giving Up To Get A Payment Or Stay In The Class?

Subject to the occurrence of the Effective Date and HF's payment of all sums due hereunder, Plaintiffs and every member of the Settlement Class (except those who timely opt out) will fully and forever completely and irrevocably release and discharge HF and their past, present and/or future, direct

and/or indirect, owners, principals, officers, directors, members, volunteers, managers, employees, agents, independent contractors, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, franchisors, divisions, predecessors, successors, assigns, joint venturers, and other related persons and entities (“the Released Parties”) from the facts and legal theories contained in both Plaintiffs’ Complaints including, but not limited to, all of the following claims for relief: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Reimburse All Necessary Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay All Wages Due Upon Separation of Employment; (8) Violation of Business & Professions Code section 17200; and (9) Failure to Provide Seating (collectively, the “Released Claims”). The definition of “Released Claims” for the Settlement Class Members shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, PAGA claims, and claims outside of the Class Period. The Released Claims only encompass claims which arose for Class Members during the Class Period (April 6, 2016 to December 31, 2022).

Subject to the occurrence of the Effective Date and HF’s payment of all sums due hereunder, Plaintiffs and every PAGA Employee will fully and forever completely and irrevocably release and discharge the Released Parties from all claims for civil penalties under PAGA that were alleged in the Action, or which could have been alleged based on the facts alleged in the Action and PAGA Notices submitted by Plaintiffs, including, but not limited to claims for: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Provide Adequate Seating; (6) Failure to Reimburse Necessary Business Expenses; (7) Failure to Maintain Accurate Records; (8) Failure to Provide Accurate Itemized Wage Statements; (9) Failure to Timely Pay All Wages Due Upon Separation of Employment; and (10) Failure to Pay All Accrued Sick Leave. The PAGA Released Claims only encompasses claims which arose for PAGA Employees during the PAGA Period (April 6, 2019 to December 31, 2022).

THE FINAL APPROVAL HEARING

Presently, the Court has determined only that there is sufficient evidence to suggest that the Settlement might be fair, reasonable and adequate. The Court will conduct a final approval hearing regarding the Settlement (the “Final Approval Hearing”) on _____, 2023, at _____:00 am, at _____, in Department 75 of the San Diego County Superior Court. The Court will determine: (i) whether the Settlement should be given the Court’s final approval as fair, reasonable, adequate, and in the best interests of the Settlement Class Members; (ii) whether the Settlement Class Members should be bound by the terms of the Settlement; (iii) the amount of the attorneys’ fees and litigation costs that should be awarded to Plaintiffs’ counsel; and (iv) the amount that should be awarded to the Class Representatives as an enhancement payment. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself. If you decide to hire an attorney to represent you, you will be solely responsible for paying any attorneys’ fees and/or costs associated with that representation. You are also permitted to appear remotely by using Microsoft Teams, which is accessible through:

<https://www.sdcourt.ca.gov/sdcourt/civil2/civilicvirtualhearings>.

The Settlement Administrator will give notice to any objecting party of any continuance of the hearing on the Motion for Final Approval. Additionally, you may contact Plaintiffs’ counsel, listed in this Notice, to inquire into the date and time of the Final Approval hearing.

Condition of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing fully and finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – GET A PAYMENT**

IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, YOU DO NOT HAVE TO DO ANYTHING. YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. YOU WILL NOT BE RETALIATED AGAINST FOR PARTICIPATING IN THE SETTLEMENT

To receive your share of the Settlement, you are not required to go to court or pay anything to the lawyers in this case. The estimated amount of your Settlement Payment is set forth in this Notice. If you believe that the number of Compensable Workweeks stated is incorrect, you may dispute the number of Compensable Workweeks by submitting a letter to the Settlement Administrator. The letter must: (1) include a statement setting forth the number of Eligible Workweeks that you believe in good faith is correct; (2) include any evidence you may have; and (3) state that you authorize the Settlement Administrator to review your personnel file to determine such information and attaching any relevant documentation in support thereof. To be considered, the Form must be sent by first class U.S. mail to the Settlement Administrator and must be postmarked no later than [REDACTED], 2023 or 45 days after mailing of this Notice to you. If you believe that the number of Compensable Workweeks stated is correct, you do not have to do anything.

The Settlement Payment you will receive will be a full and final settlement of your Released Claims described above.

- **OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT, GET NO MONEY FROM THE SETTLEMENT BUT KEEP THE RIGHT TO SUE**

You have a right to exclude yourself (“opt out”) from the Settlement, but if you choose to do so, you will not receive any amounts from the Settlement. You will **not** be bound by the Settlement in this Action and you will have the right to file your own lawsuit against HF, subject to time limits called Statute of Limitations and other potential defenses that HF may assert, and to pursue your own claims in a separate suit. However, if you are a PAGA Employee you will not be able to opt out of your portion of the PAGA Payment and will receive your pro rata share of this payment regardless of whether you exclude yourself.

You can opt out of the Settlement by mailing a letter by U.S. Mail to the Settlement Administrator. The letter must include the following information: (1) the case name and number *Ana Santana, et al. v. Harbor Foods, Inc., et al.* (San Diego County Superior Court Case No. 37-2020-00026743-CU-OE-CTL); (2) a statement that “I wish to exclude myself from the Settlement, I understand I will not receive payment”; (3) your address and phone number or your attorneys’ address and telephone number (if you have one); and (4) be signed by you. To be valid, your request for exclusion must be postmarked no later than [REDACTED], 2023 or 45 days after mailing of this notice to you.

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the Settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the Settlement in writing. Your writing must include the following: (1) the case name and number the case name and number *Ana Santana, et al. v. Harbor Foods, Inc., et al.* (San Diego County Superior Court Case No. 37-2020-00026743-CU-OE-CTL); (2) the grounds for the objection; (3) your address and phone number or the address and phone number for your attorney; and (4) be signed by you. The letter must be dated and signed by you. The objection must be mailed to the Settlement Administrator: at _____ (Address) and must be postmarked no later than ____, 2023 [insert date] or 45 days after mailing of this Notice to you.

You may appear in person or through an attorney, at your own expense, at the Final Approval hearing. However, it is not necessary for you or your attorney to appear at the Final Approval Hearing in order for the objection to be considered by the Court. You are also permitted to appear remotely by using Microsoft Teams, which is accessible on <https://www.sdcourt.ca.gov/sdcourt/civil2/civilcivirtualhearings>.

Any attorney who represents a Class Member objecting to this Settlement must file a notice of appearance with the Court on or prior to the Response Deadline.

COUNSEL FOR THE PARTIES

The Court approved the law firms of Graham Hollis, APC, and Gaines & Gaines APLC to represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. They will be paid out of the Settlement as described above. If you want to be represented by your own lawyer, you may hire one at your own expense.

PLAINTIFFS'/CLASS COUNSEL:

Graham S.P. Hollis
Vilmarie Cordero
Hali M. Anderson
Erik A. Dos Santos
GrahamHollis APC
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: 619.906.4026
Facsimile: 619.692.0822

Daniel F. Gaines
Alex Katofsky
Gaines & Gaines APLC
4550 E. Thousand Oaks Blvd., Suite 100
West Lake Village, California 91362
Telephone: 818.703.8985
Facsimile: 818.703.8984

COUNSEL FOR HF:

Michael J. O'Connor, Jr.
Geoffrey D. La Val
Atkinson, Andelson, Loya, Ruud & Romo
4275 Executive Drive Square, Suite 700
La Jolla, CA 92037
Telephone: 858.485.9526

CHANGE OF ADDRESS

If you move after receiving this Notice, if it was misaddressed or if for any reason you want your Settlement Payment or future correspondence concerning this Action to be sent to a different address, you must supply your preferred address to the Settlement Administrator.

GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may review the detailed “Stipulation for Class and PAGA Action Settlement” which is available for viewing online, free of charge, at the Settlement Administrator’s website: [REDACTED]. The pleadings and other court records in the lawsuit are available online at [www.\[REDACTED\].com](http://www.[REDACTED].com) and may also be examined in person at any time during regular business hours at the Office of the Clerk of the San Diego County Superior Court, 330 W. Broadway, San Diego, California 92101.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT ADMINISTRATION PROCESS.

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF SAN DIEGO

Ana Santana, et al. v. Harbor Foods, Inc., et al.

San Diego County, Case No.: 37-2020-00026743-CU-OE-CTL

Indicate Name/Address Changes, if any:

<<Name>>

«Address»

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT RELATED TO YOUR EMPLOYMENT WITH HARBOR FOODS, INC., HARBOR FOODS #2, INC., HARBOR FOODS #3, INC, HARBOR FOODS #4, INC. (collectively, “HF”).

A California Court authorized this notice. This is not a solicitation from a lawyer and you are not being sued.

YOU ARE HEREBY NOTIFIED that a proposed settlement (the “Settlement”) of the above class and PAGA representative action (“the Action”) filed in San Diego County Superior Court has been reached by the Parties and has been granted Preliminary Approval by the Court supervising the Action. The purpose of this Class Notice is to inform you of the Settlement and how it affects your legal rights.

- The Settlement fully resolves all claims regarding the following alleged wage and hour claims: failure to provide meal and rest breaks; failure to pay all minimum, regular, and overtime wages; ; failure to provide accurate, itemized wage statements; failure to provide suitable seating; failure to timely pay wages upon separation; failure to reimburse necessary business expenses; and unfair business practices. The Settlement further resolves all claims for civil penalties brought in the action pursuant to California’s Private Attorneys General Act (“PAGA”). **Please see Section C below for further information regarding the claims you are releasing by participating in this Settlement.**
- The Settlement avoids costs and risks to you from continuing the lawsuit; pays money to you without requiring you to complete a claim form; and releases HF from all liability for these employment-related claims.
- The two sides disagree on whether HF is liable for any of the allegations raised in this case and how much money could have been won, if any, if the employees had proceeded to a trial and won, in whole or in part, or if HF had won, in whole or in part. HF denied, and continued to deny, Plaintiffs’ claims. The Court made no determination as to whether either side was correct.
- **Your legal rights may be affected. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Do Nothing and Get Your Payment

If you are a Settlement Class Member, you will automatically receive a payment. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, or will soon change, please notify the Settlement Administrator as explained on page 7 under “Change of Address.”

Exclude Yourself and Get No Payment.	Send a letter to the Settlement Administrator as provided on page 6 under “Exclude Yourself from the Settlement.” This is the only option that allows you to bring your own claim against HF about the legal claims in this case, but you will not receive any portion of the Settlement
Object to the Settlement	Send a letter to the Settlement Administrator, as provided below, about why you do not like the Settlement. Directions are provided on page 6 under “Object to the Settlement.”

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains the Settlement and informs you of your legal rights thereunder. You received this notice because you may be a member of a class on whose behalf this lawsuit has been brought because you worked for HF as a non-exempt employee in California at some point between April 6, 2016 to December 31, 2022.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Ana Santana filed a class action in San Diego County Superior Court on July 30, 2020, against Defendants Harbor Foods, Inc., Harbor Foods #2, Inc., Harbor Foods #3, Inc., and Harbor Foods #4, Inc. The operative complaint alleges the following causes of action on behalf of Plaintiffs and the members of the putative class: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Reimburse All Necessary Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay All Wages Due Upon Separation of Employment; (8) Violation of Business & Professions Code section 17200; and (9) Violation of Cal. Labor Code §§ 2698, *et seq.* (PAGA).

Plaintiff Maria Gomez filed a PAGA Action in San Diego County Superior Court on June 12, 2020, against Harbor Foods #3, Inc. The operative complaint alleges a PAGA cause of action on behalf of Plaintiffs and aggrieved employees for: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Provide Adequate Seating; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay All Wages Due Upon Separation of Employment. The lawsuits seek recovery of wages, restitution, statutory and civil penalties, interest, attorneys’ fees, and costs.

The Settlement resolves all claims brought in both cases. HF denies any liability or wrongdoing of any kind associated with the claims alleged in these lawsuits and further denies that, for any purpose other than that of settling this lawsuit, the lawsuit is appropriate for class treatment. HF contends, among other things, that it at all times complied with the California Labor Code, the California Business and Professions Code, and all other applicable laws. The Court has made no ruling, and will make no ruling, on the merits of these cases and the allegations and claims brought in either case.

WHAT IS A CLASS ACTION?

In a class action, one or more people, called Class Representatives (in this case Ana Santana and Maria Gomez), sue on behalf of people who have similar claims. All these people are referred to collectively as a “Class,” with each person being a “Class Member.”

WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or HF. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representatives and their attorneys think the Settlement is best for everyone who was injured or exposed. The Court has determined only that there is sufficient evidence to suggest that the Settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the final hearing.

WHAT DOES THE SETTLEMENT PROVIDE?

A. Who is in the Class?

The Settlement Class consists of all current and former non-exempt employees of HF who were employed in California at any time from April 6, 2016 to December 31, 2022 and who have not excluded themselves from the Settlement in accordance with the requirements set forth herein.

B. What Can I Get from The Settlement?

HF will pay a total of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (the “Gross Settlement Amount” or “GSA”) to settle the lawsuits.

Prior to distribution to Class Members, the following amounts will be paid from the GSA: attorneys’ fees (not to exceed thirty five percent of the GSA or currently estimated at \$175,000), litigation expenses not to exceed \$28,000.00, 75% of the PAGA payment in the amount of \$15,000 to be paid to the California Labor & Workforce Development Agency, \$5,000 to be paid to the PAGA Employees, and an enhancement payment to the Class Representatives in the total amount of \$17,500.

After all these amounts are taken out of the GSA, the amount left is called the “Net Settlement Amount.” The Net Settlement Amount shall be allocated to all Class Members on a pro rata basis according to the number of workweeks each Class Member worked for HF from April 6, 2016 to December 31, 2022.

The funds used for the GSA shall be paid to the Settlement Administrator. The Settlement Administrator shall cause the Court approved enhancement to the Class Representatives, Court approved attorneys’ fees and litigation costs, and PAGA payment to be paid at the same time and manner as the settlement payments to the Settlement Class Members.

Your Individual Payment Amount.

The amount of the payments provided to Settlement Class Members will be calculated using (a) your total number of Compensable Workweeks (i.e., each week, or fraction thereof, you worked for HF in a non-exempt position in California between April 6, 2016 to December 31, 2022); (b) divided by the aggregate number of Compensable Workweeks of all Class Members; (c) multiplied by the value of the Net Settlement Amount, less any applicable withholding taxes. You will also receive a pro rata share of the \$5,000 payment to the PAGA Employees if you worked for HF between April 6, 2019 to December 31, 2022.

Currently, it is estimated that based on your number of Compensable Workweeks you will receive a minimum of \$ [REDACTED]. This number may change based on how much the court awards in attorneys' fees, litigation expenses, enhancement payments the Class Representatives, the amount allocated to PAGA, and the number of individuals who ask to be excluded from the Settlement. Payments to Class Members will vary depending on their respective Compensable Workweeks worked, however, the range of payments is estimated to be between \$ [REDACTED] and \$ [REDACTED].

If you believe the number of Compensable Workweeks of [No. of Eligible Workweeks] is incorrect you must the Settlement Administrator no later than [45 days from the mailing of the Notice] and submit a brief statement (1) stating the correct number of workweeks you believe worked during the Class Period, and (2) authorizing the Settlement Administrator in writing to review your work file to determine the correct number of Compensable Workweeks worked. You will also need to submit any evidence you have in support of your dispute.

Tax Matters.

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to Settlement Class Members reflecting the payments each Settlement Class Member receives under the Settlement. For tax purposes, payments to Class Members will be allocated as follows: 10% as wages; 90% as non-wage statutory damages and interest. 100% of the settlement payments to the PAGA Employees will be treated as penalties. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code.

Non-wage statutory damages, interest, and penalties paid under this Settlement shall not be subject to federal, state and local payroll withholding taxes. The Settlement Administrator shall issue an IRS form 1099 for payments of non-wage statutory damages, interest, and penalties. The usual and customary deductions will be taken out of the amounts attributable to unpaid wages. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.

Any and all Employer Taxes that HF normally would be responsible for paying will be paid by HF outside of the GSA.

C. What Are You Giving Up To Get A Payment Or Stay In The Class?

Subject to the occurrence of the Effective Date and HF's payment of all sums due hereunder, Plaintiffs and every member of the Settlement Class (except those who timely opt out) will fully and forever completely and irrevocably release and discharge HF and their past, present and/or future, direct

and/or indirect, owners, principals, officers, directors, members, volunteers, managers, employees, agents, independent contractors, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, franchisors, divisions, predecessors, successors, assigns, joint venturers, and other related persons and entities (“the Released Parties”) from the facts and legal theories contained in both Plaintiffs’ Complaints including, but not limited to, all of the following claims for relief: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Reimburse All Necessary Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay All Wages Due Upon Separation of Employment; (8) Violation of Business & Professions Code section 17200; and (9) Failure to Provide Seating (collectively, the “Released Claims”). The definition of “Released Claims” for the Settlement Class Members shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, PAGA claims, and claims outside of the Class Period. The Released Claims only encompass claims which arose for Class Members during the Class Period (April 6, 2016 to December 31, 2022).

Subject to the occurrence of the Effective Date and HF’s payment of all sums due hereunder, Plaintiffs and every PAGA Employee will fully and forever completely and irrevocably release and discharge the Released Parties from all claims for civil penalties under PAGA that were alleged in the Action, or which could have been alleged based on the facts alleged in the Action and PAGA Notices submitted by Plaintiffs, including, but not limited to claims for: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Provide Adequate Seating; (6) Failure to Reimburse Necessary Business Expenses; (7) Failure to Maintain Accurate Records; (8) Failure to Provide Accurate Itemized Wage Statements; (9) Failure to Timely Pay All Wages Due Upon Separation of Employment; and (10) Failure to Pay All Accrued Sick Leave. The PAGA Released Claims only encompasses claims which arose for PAGA Employees during the PAGA Period (April 6, 2019 to December 31, 2022).

THE FINAL APPROVAL HEARING

Presently, the Court has determined only that there is sufficient evidence to suggest that the Settlement might be fair, reasonable and adequate. The Court will conduct a final approval hearing regarding the Settlement (the “Final Approval Hearing”) on _____, 2023, at _____:00 am, at _____, in Department 75 of the San Diego County Superior Court. The Court will determine: (i) whether the Settlement should be given the Court’s final approval as fair, reasonable, adequate, and in the best interests of the Settlement Class Members; (ii) whether the Settlement Class Members should be bound by the terms of the Settlement; (iii) the amount of the attorneys’ fees and litigation costs that should be awarded to Plaintiffs’ counsel; and (iv) the amount that should be awarded to the Class Representatives as an enhancement payment. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself. If you decide to hire an attorney to represent you, you will be solely responsible for paying any attorneys’ fees and/or costs associated with that representation. You are also permitted to appear remotely by using Microsoft Teams, which is accessible through:

<https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>.

The Settlement Administrator will give notice to any objecting party of any continuance of the hearing on the Motion for Final Approval. Additionally, you may contact Plaintiffs’ counsel, listed in this Notice, to inquire into the date and time of the Final Approval hearing.

Condition of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing fully and finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – GET A PAYMENT**

IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, YOU DO NOT HAVE TO DO ANYTHING. YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. YOU WILL NOT BE RETALIATED AGAINST FOR PARTICIPATING IN THE SETTLEMENT

To receive your share of the Settlement, you are not required to go to court or pay anything to the lawyers in this case. The estimated amount of your Settlement Payment is set forth in this Notice. If you believe that the number of Compensable Workweeks stated is incorrect, you may dispute the number of Compensable Workweeks by submitting a letter to the Settlement Administrator. The letter must: (1) include a statement setting forth the number of Eligible Workweeks that you believe in good faith is correct; (2) include any evidence you may have; and (3) state that you authorize the Settlement Administrator to review your personnel file to determine such information and attaching any relevant documentation in support thereof. To be considered, the Form must be sent by first class U.S. mail to the Settlement Administrator and must be postmarked no later than [REDACTED], 2023 or 45 days after mailing of this Notice to you. If you believe that the number of Compensable Workweeks stated is correct, you do not have to do anything.

The Settlement Payment you will receive will be a full and final settlement of your Released Claims described above.

- **OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT, GET NO MONEY FROM THE SETTLEMENT BUT KEEP THE RIGHT TO SUE**

You have a right to exclude yourself (“opt out”) from the Settlement, but if you choose to do so, you will not receive any amounts from the Settlement. You will **not** be bound by the Settlement in this Action and you will have the right to file your own lawsuit against HF, subject to time limits called Statute of Limitations and other potential defenses that HF may assert, and to pursue your own claims in a separate suit. However, if you are a PAGA Employee you will not be able to opt out of your portion of the PAGA Payment and will receive your pro rata share of this payment regardless of whether you exclude yourself.

You can opt out of the Settlement by mailing a letter by U.S. Mail to the Settlement Administrator. The letter must include the following information: (1) the case name and number *Ana Santana, et al. v. Harbor Foods, Inc., et al.* (San Diego County Superior Court Case No. 37-2020-00026743-CU-OE-CTL); (2) a statement that “I wish to exclude myself from the Settlement, I understand I will not receive payment”; (3) your address and phone number or your attorneys’ address and telephone number (if you have one); and (4) be signed by you. To be valid, your request for exclusion must be postmarked no later than [REDACTED], 2023 or 45 days after mailing of this notice to you.

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the Settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the Settlement in writing. Your writing must include the following: (1) the case name and number the case name and number *Ana Santana, et al. v. Harbor Foods, Inc., et al.* (San Diego County Superior Court Case No. 37-2020-00026743-CU-OE-CTL); (2) the grounds for the objection; (3) your address and phone number or the address and phone number for your attorney; and (4) be signed by you. The letter must be dated and signed by you. The objection must be mailed to the Settlement Administrator: at _____ (Address) and must be postmarked no later than ____, 2023 [insert date] or 45 days after mailing of this Notice to you.

You may appear in person or through an attorney, at your own expense, at the Final Approval hearing. However, it is not necessary for you or your attorney to appear at the Final Approval Hearing in order for the objection to be considered by the Court. You are also permitted to appear remotely by using Microsoft Teams, which is accessible on <https://www.sdcourt.ca.gov/sdcourt/civil2/civilcivirtualhearings>.

Any attorney who represents a Class Member objecting to this Settlement must file a notice of appearance with the Court on or prior to the Response Deadline.

COUNSEL FOR THE PARTIES

The Court approved the law firms of Graham Hollis, APC, and Gaines & Gaines APLC to represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. They will be paid out of the Settlement as described above. If you want to be represented by your own lawyer, you may hire one at your own expense.

PLAINTIFFS'/CLASS COUNSEL:

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CHANGE OF ADDRESS

If you move after receiving this Notice, if it was misaddressed or if for any reason you want your Settlement Payment or future correspondence concerning this Action to be sent to a different address, you must supply your preferred address to the Settlement Administrator.

GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may review the detailed “Stipulation for Class and PAGA Action Settlement” which is available for viewing online, free of charge, at the Settlement Administrator’s website: [REDACTED]. The pleadings and other court records in the lawsuit are available online at [www.\[REDACTED\].com](http://www.[REDACTED].com) and may also be examined in person at any time during regular business hours at the Office of the Clerk of the San Diego County Superior Court, 330 W. Broadway, San Diego, California 92101.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT ADMINISTRATION PROCESS.

EXHIBIT 3

Magdalena Valdez

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, March 29, 2023 10:24 AM
To: Magdalena Valdez
Subject: Thank you for your Proposed Settlement Submission

03/29/2023 10:23:49 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

Appointed as Class Counsel¹ for the following wage and hour employment law cases:

United States District Court - Central District:

- *Corral v. Lifecare Solutions* settled for \$3 million on behalf of approximately 270 class members, and Judge Olguin awarded 30% in fees.
- *Ellis v. Pacific Bell Telephone Co.* settled for \$3.1 million on behalf of approximately 84 class members, and Judge Carney awarded 33.3% in fees.
- *Green v. Lawrence Service Co.* settled for \$60,000 on behalf of approximately 295 class members, and Judge Kronstadt awarded \$141,659.07 in fees.
- *Madera v. Universal Alloy Corporation* settled for \$4.75 million on behalf of approximately 744 class members, and Judge Selna awarded 25% in fees.
- *Potter v. Big Tex Trailer Manufacturing, Inc.*, settled for \$972,391.68 on behalf of approximately 104 class members, and Judge Gutierrez awarded 33% in fees.
- *Rodriguez v. Old Dominion Freight Line, Inc.*, settled for \$3.4 million on behalf of approximately 76 class members, and Judge Fischer awarded 27.5% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica Holding Co.* is an ongoing case and has been conditionally approved by Judge Kronstadt.
- *Weaver v. Hallmark Marketing Corp.* settled for \$5.625 million on behalf of approximately 3,846 class members, and Judge Fairbanks awarded 33% in fees.

United States District Court – Eastern District:

- *Milburn v. Petsmart, Inc.* settled for \$1,350,000 on behalf of approximately 2,984 class members, and Judge Drozd awarded 33% in fees.
- *Osegueda v. Northern California Inalliance* settled for \$225,000 on behalf of approximately 271 class members, and Judge Shubb awarded 33.33% in fees.
- *Stoddart v. Express Services, Inc.* settled for \$10,000,000 on behalf of approximately 145,548 class members, and Judge Mueller awarded \$2,500,000 in fees

United States District Court – Northern District:

- *Aston v. United Parcel Services, Inc.*, settled for \$490,000 on behalf of approximately 2,000 class members, and Judge White awarded 33.33% in fees.

¹ List includes cases filed by Graham Hollis, A.P.C., as well as its predecessor entities. It also includes cases where other law firms were appointed as co-class counsel.

- *Delatorre v. Johnson Controls, Inc.*, settled for \$2.8 million on behalf of approximately 1,441 class members, and Judge Grewal awarded 25% in fees.
- *Fong v. Regis Corporation* settled for \$5,750,000, on behalf of approximately 5,573 class members, and Judge Chhabria awarded 33% in fees.
- *Jimenez v. Menzies Aviation* settled for \$1,250,000 on behalf of 5,175 class members, and Judge Orrick awarded 33% in fees.
- *Moore v. Petsmart, Inc.*, settled for \$10 million on behalf of approximately 19,701 class members, and Judge Davila awarded 27% in fees.

United States District Court – Southern District:

- *Birch v. Office Depot, Inc.*, settled for \$14 million on behalf of approximately 16,722 class members, and Judge Sabraw awarded 40% in fees.
- *Ceron v. Flagship Facility Services, Inc.*, settled for \$2 million on behalf of approximately 6,922 class members, and Judge Sammartino awarded \$600,000 in fees.
- *Cook v. Tiffany and Company* settled for \$4,148,270 on behalf of approximately 1,584 class members, and Judge Lorenz awarded 24.8% in fees.
- *Ferguson v. Winston Retail Solutions* settled for \$750,000 on behalf of approximately 660 class members, and Judge Battaglia awarded 33.33% in fees.
- *Lopez v. GAT Airline Ground Support, Inc.*, settled for \$600,000 on behalf of approximately 1,394 class members, and Judge Battaglia awarded 25% in fees.
- *Pool v. Ameripark, LLC*, is an ongoing case and has been conditionally approved by Judge Burns.
- *Singer v. Becton Dickinson and Co.* settled for \$1 million on behalf of approximately 266 class members, and Judge Gonzalez awarded 33.33% in fees.

Superior Court for the County of Alameda:

- *Hobdy v. Landmark Event Staffing Services, Inc.*, settled for \$245,100 on behalf of approximately 3,671 class members, and Judge Hernandez, Jr., awarded 33.33% in fees.
- *Roberson v. Center for the Elders' Independence* settled for \$1,150,000 on behalf of approximately 527 class members, and Judge Smith awarded \$345,000 in fees.
- *Lee v. Sutter Bay Medical Foundation* settled for \$995,000 on behalf of approximately 5,403 class members, and Judge Petrou awarded \$331,666.67 in fees.

- *Trento v. US Security Associates* settled for \$6,500,000 on behalf of approximately 14,700 class members, and Judge Seligman awarded \$1,800,000 in fees.

Superior Court for the County of Contra Costa:

- *Stevenson v. Falcon Critical Care Transport* settled for \$233,853 on behalf of approximately 46 class members, and Judge Goode awarded 29% in fees.

Superior Court for the County of Fresno:

- *Drake v. Midvalley Disposal, LLC* settled for \$150,000 on behalf of approximately 315 class members, and Judge McGuire awarded 28% in fees.
- *Kenner v. Oak Harbor Freight Lines, Inc.*, settled for \$1,850,000 on behalf of approximately 216 class members, and Judge Snauffer awarded 27% in fees.
- *Parmelee v. Driveline Retail Merchandising, Inc.*, settled for \$1,000,000 on behalf of approximately 1,261 class members, and Judge Kapetan awarded 33.33% in fees.

Superior Court for the County of Kern:

- *McGough v. Love's Travel Stops & Country Stores, Inc.*, settled for \$3,000,000 on behalf of approximately 1,638 class members, and Judge Schuett awarded 33.33% in fees.

Superior Court for the County of Los Angeles:

- *Agredano v. Southwest Water Company* settled for \$1,220,000 on behalf of approximately 125 class members, and Judge Nelson awarded 33.33% in fees.
- *Calhoun v. General Petroleum Corp.* settled for \$950,000 on behalf of approximately 300 class members, and Judge Dunn awarded 40% in fees.
- *Frugard v. Unified Protective Services, Inc.*, is an ongoing case which has been certified as a class action by Judge Johnson.
- *Garcia v. Menzies Aviation, Inc.*, settled for \$1,000,000 on behalf of approximately 1,800 class members, and Judge Rosenblatt awarded 33.33% in fees.
- *Gordon v. Accountable Healthcare Staffing, Inc.*, settled for \$900,000 on behalf of approximately 560 class members, and Judge Buckley awarded 33.33% in fees.
- *Iskandaryan v. Casual Male Retail Group, Inc.*, settled for \$950,000 on behalf of approximately 716 class members, and Judge Stern awarded 33.33% in fees.
- *Jackson v. Sourcecorp BPS Inc.*, settled for \$1,875,000 on behalf of approximately 481 class members, and Judge Nelson awarded 33.33% in fees.

- *Kirkpatrick v. Petco Animal Supplies Stores, Inc.*, is an ongoing matter and has been conditionally approved by Judge Highberger.
- *Lucarini v. Dresser, Inc.*, settled for \$1.024 million on behalf of approximately 78 class members, and Judge Mohr awarded 39.55% in fees.
- *Magana-Mead v. LKQ Corporation* was settled for \$1,150,000 on behalf of 303 class members, and Judge Nelson awarded 33% in fees.
- *Mahoney v AT&T Corp.* settled for \$13,894,098.62 on behalf of approximately 719 class members, and Judge Elias awarded 33.33% in fees.
- *Quinones v. Atria Management Company, LLC*, is an ongoing case and has been conditionally approved by Judge Buckley
- *Ralda v. Smart & Final Stores, LLC*, is an ongoing case and has been conditionally approved by Judge Kuhl.
- *Solaberrieta v. Baker Hughes Oilfield Operations* settled for \$3.5 million on behalf of approximately 295 class members, and Judge Wiley awarded 33.33% in fees.
- *Taylor v. Cross Country Support Services* settled for \$582,000.00 on behalf of 581 class members, and Judge Nelson awarded 33.33% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica* settled for \$2,050,000 on behalf of 7,072 class members, and Judge Palazuelos awarded 33% in fees.
- *Valles v. Anthony, Inc.*, is an ongoing case and has been conditionally approved by Judge Sadvig.
- *Whittington v. Eureka Restaurant Group, LLC* settled for \$200,000 on behalf of 3,883 class members, and Judge Hill awarded 33% in fees.
- *Williams v. One Legacy* settled for \$1.2 million on behalf of approximately 145 class members, and Judge Johnson awarded 33% in fees.
- *Wright v. AMF Bowling Centers, Inc.*, settled for \$6.35 million on behalf of approximately 4,914 class members, and Judge Duffy-Lewis awarded 28% in fees.
- *Wright v. Menzies Aviation, Inc.*, was certified as a class action by Judge Weintrob and was consolidated with *Jimenez v. Menzies Aviation, Inc.* for settlement purposes.

Superior Court for the County of Orange:

- *Chima v. Beckman Coulter, Inc* settled for \$225,000 on behalf of approximately 36 class members, and Judge Wilson awarded \$78,750 in fees.

- *Collins v. The Stephouse Recovery, Inc.*, settled for \$1,200,000 on behalf of approximately 150 class members, and Judge Claster awarded 35% in fees.
- *Duarte v. Rainbow Disposal Co., Inc.*, settled for \$1.6 million on behalf of approximately 110 class members, and Judge Andler awarded 40% in fees.
- *Flannery v. AGR Group California* settled for \$1,324,937 on behalf of approximately 5,182 class members, and Judge Andler awarded 33% in fees.
- *Jenkins v. The Mentor Network, Inc.*, settled for \$1,625,000 on behalf of approximately 1,050 class members, and Judge Perkins awarded 33% in fees.
- *Payton v. Atlantic Aviation Investors, Inc.*, settled for \$1 million on behalf of approximately 162 class members, and Judge Stock awarded 40% in fees.
- *Parnell v. Hart-Hanks Shoppers, Inc.*, settled for \$600,000, on behalf of approximately 169 class members, and Judge Andler awarded 33.33% in fees.
- *Sheehan v. Applied Medical Products*, Judge Claster approved the settlement of \$2,750,000 on behalf of approximately 2,012 class members.
- *Valenzuela v. Enver Solar, Inc.*, settled for \$575,000 on behalf of approximately 1,440 class members, and Judge Sanders awarded 35% in fees.

Superior Court for the County of Riverside:

- *Digiacombo v. Castelli's Ristorante* settled for \$225,000 on behalf of approximately 35 class members, and Judge Waters awarded 33% in fees.
- *Leonard v. ABTTC, Inc.*, settled for \$2.5 million on behalf of approximately 336 class members, and Judge Riemer awarded 33% in fees.
- *Loudon v. DHSE, Inc.*, (Representative Action) settled for \$650,000 on behalf of approximately 860 aggrieved employees, and Judge Waters awarded 33.33% in fees.
- *Vest v. Scher Tire, Inc.*, settled for \$3,363,396 on behalf of approximately 795 class members, and Judge Waters awarded 33.33% in fees.

Superior Court for the County of Sacramento:

- *Abella v. GHC OF SAC-SNF LLC* settled for \$1,350,000 on behalf of approximately 5,484 class members, and Judge Mesiwala awarded \$450,000 in fees.
- *Johnson v. PMC Southwest, LLC*, is an ongoing matter and has been conditionally approved by Judge Krueger.

- *Mendez v. SSP America SMF, LLC*, is an ongoing matter and has been conditionally approved by Judge Sueyoshi.

Superior Court for the County of San Bernardino:

- *Alvarez v. Core States, Inc.*, settled for \$530,000 on behalf of approximately 45 class members, and Judge Garza awarded 40% in fees.
- *Booher v. The Poma Companies* settled for \$650,000 on behalf of approximately 75 class members, and Judge Plotkin awarded 44% in fees.
- *Bracy v. Speedy Cash* settled for \$237,320 on behalf of approximately 222 class members, and Judge Kayashima awarded 22.69% in fees.
- *Jeffries v. Praxair Services, Inc.*, settled for \$373,000 on behalf of approximately 23 class members, and Judge Garza awarded 35% in fees.
- *Malone v. Praxair, Inc.*, settled for \$900,000 on behalf of approximately 57 class members, and Judge Davis awarded 40% in fees.
- *McCray v. Wireless World, LLC et al.* settled for \$1,000,000 on behalf of approximately 1,300 class members, and Judge Pacheco awarded 40% in fees.
- *Sala v. Personnel Staffing*, settled for \$40,000 on behalf of approximately 47 class members, and Judge Cohn awarded \$16,000 in fees.
- *Sala v. Radial South, L.P.* settled for \$350,000 on behalf of 251 class members, and Judge McCarville awarded 40% in fees.
- *Scaglione v. M.O. Dion & Sons, Inc.*, settled for \$585,000 on behalf of approximately 123 class members, and Judge Garza awarded 30% in fees.

Superior Court for the County of San Diego:

- *Arriaga v. International Coffee & Tea* settled for \$1,250,000 on behalf of 479 class members, and Judge Bacal awarded 33.33% in fees.
- *Baker v. Select Comfort Retail Corp.*, settled for \$1,200,000 on behalf of approximately 426 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Barron v Green Farms, Inc.*, settled for \$650,000 on behalf of approximately 154 class members, and Judge Pollak awarded 33.33% in fees.
- *Basile v. Aaron Brothers, Inc.*, settled for \$750,000 on behalf of approximately 2,000 and Judge Katz awarded \$243,309 in fees.

- *Bergman v. BJS&T Enterprises, Inc.*, settled for \$200,000 on behalf of 99 class members, and Judge Frazier awarded 33.33% in fees.
- *Berry v. Sizzling Platter, LLC*, settled for \$950,000 on behalf of approximately 2,654 class members, and Judge Frazier awarded 33% in fees.
- *Chavez v. Real Time Staffing Services, Inc.*, settled for \$1.9 million on behalf of approximately 3,120 class members, and Judge Medel awarded 35% in fees.
- *Clancy v. Scripps Health* settled for \$6.4 million on behalf of approximately 124 class members, and Judge Meyer awarded 33% in fees.
- *Costa v. Altman Specialty Plants, Inc.*, settled for \$2,400,000 on behalf of approximately 4,414 class members, and Judge Hayes awarded 33.33% in fees.
- *Dadafshar v. KT Hotels, LLC, dba Pendry Hotel* settled for \$515,000 on behalf of 892 class members, and Judge Pollack awarded 33.3% in fees.
- *De La Rosa v. Quten Research Institute, LLC*, settled for \$450,000 on behalf of approximately 402 class members, and Judge Meyer awarded 33.33% in fees.
- *Demers v. Hotcakes No. 3, Inc.*, settled for \$150,000 on behalf of approximately 300 class members, and Judge Nevitt awarded 33% in fees.
- *Dew v. Minegar Contracting, Inc.* is an ongoing matter and has been conditionally approved by Judge Sturgeon.
- *Downey v. Sears Roebuck and Co. (Representative Action)* settled for \$875,000 on behalf of approximately 1,200 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Escoto-Miranda v. Evans Tire & Service Centers, Inc.*, settled for \$800,000 on behalf of approximately 450 class members, and Judge Strauss awarded 33% in fees.
- *Falcon v. Flight Suits, Inc.*, settled for \$450,000 on behalf of approximately 101 class members, and Judge Denton awarded 33.33% in fees.
- *Fay v Cement Cutting, Inc.*, settled for \$720,000 on behalf of approximately 376 class members, and Judge Bacal awarded 33.33% in fees.
- *Fennessey v. Round Table Pizza, Inc.*, settled for \$2,125,000 on behalf of approximately 16,333 class members, and Judge Lewis awarded 28% in fees.
- *Frayre v. United Parcel Services Supply Chain Services, Inc.*, settled for \$494,000 on behalf of approximately 55 class members, and Judge Sturgeon awarded 33.33% in fees.

- *Garcia v. Task Ventures, LLC*, settled for \$822,856.50 on behalf of approximately 2,700 class members, and Judge Wohlfeil awarded 40% in fees.
- *Geilenfeldt v. EDF Renewable Energy, Inc.*, settled for \$2,500,000 on behalf of approximately 144 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Headley v. Professional Maintenance Systems, Inc.*, is an ongoing matter and has been conditionally approved by Judge Frazier.
- *Huerta v. Venture Petroleum Company, Inc.*, settled for \$300,000 on behalf of approximately 513 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Irmen v. Raphael's Party Rentals* settled for \$1 million on behalf of approximately 845 class members, and Judge Lewis awarded 40% in fees.
- *Johnson v. The SoCo Group, Inc.*, settled for \$895,000 on behalf of approximately 218 class members, and Judge Lewis awarded 33.33% in fees.
- *Julio v. L&M Tire Company, Inc.*, settled for \$1.85 million on behalf of approximately 1,087 class members, and Judge Barton awarded 33% in fees.
- *Loveless v ASM Affiliates* settled for \$750,000 on behalf of approximately 276 class members, and Judge Styn awarded 33.33% in fees.
- *Maasrani v. International Hotel Associates No. 11 LLC*, settled for \$540,000 on behalf of approximately 140 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Mandell v. Diversified Communications Services, Inc.* (Representative Action) settled for \$50,000 on behalf of approximately 55 aggrieved employees, and Judge Frazier approved 33.33% in fees.
- *Madriz v. North County Ford, Inc.*, settled for \$188,000 on behalf of approximately 45 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Martinez v. San Diego Auto Scrubber, Inc.*, settled for \$500,000 on behalf of approximately 148 class members, and Judge Hayes awarded 33.33% in fees.
- *Morales v. Sony Electronics, Inc.*, settled for \$450,100 on behalf of approximately 4,742 class members, and Judge Styn awarded \$296,275 in fees.
- *Moreno v. Providence Group, Inc.*, settled for \$775,000 on behalf of approximately 486 class members, and Judge Frazier awarded \$232,500 in fees.
- *Parvizi v. Classic Residence Management, LP* settled for \$1,000,000 on behalf of approximately 1,409 class members, and Judge Wohlfeil awarded 33.33% in fees.

- *Pham v. George's at the Cove, Inc. dba George's at the Cove #4032*, settled for \$340,000 on behalf of 520 class members, and Judge Bacal approved 33.33% in fees.
- *Pina v. Paradise Wings Enterprise*, settled for \$150,000 on behalf of approximately 248 class members, and Judge Taylor awarded 33.33% in fees.
- *Sanchez v. Evans Tire and Service Centers, Inc.*, settled for \$750,000 on behalf of approximately 401 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Solis v. Check Agencies of California, Inc.*, settled for \$475,000 on behalf of approximately 559 class members, and Judge Taylor awarded 35% in fees.
- *Thompson v. LawInfo.com, Inc.*, settled for \$150,000 on behalf of approximately 115 class members, and Judge Enright awarded 33.33% in fees.
- *Twombly v. Del Frisco's*, settled for \$950,000 on behalf of approximately 1,800 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Vega v. Scoobeez*, settled for \$2,512,390.91 on behalf of approximately 5,271 class members, and Judge Whitney awarded \$837,463.63 in fees.
- *Well v. Hooters of America, Inc.*, settled for \$1.35 million on behalf of approximately 2,300 class members, and Judge Wohlfeil awarded 35% in fees.
- *Zamorano v. Piperin Corporation*, settled for \$121,887 on behalf of approximately 51 class members, and Judge Pollack awarded 33.33% in fees.

Superior Court for the County of San Francisco:

- *Casas v. Pacific Bell Telephone Co.* settled for \$6 million on behalf of approximately 464 class members, and Judge Goldsmith awarded 23% in fees.
- *Simpkins v. GPS Consumer Direct, Inc.*, settled for \$1,600,000 on behalf of approximately 3,295 class members, and Judge Cheng awarded 33.33% in fees.

Superior Court for the County of Santa Barbara:

- *Ramirez v Baker Hughes Oilfield Operations (Baker Hughes Wage and Hour Cases)* settled for \$2,750,000 on behalf of 165 class members, and Judge Anderle awarded 33.33% in fees.

Superior Court for the County of Santa Clara:

- *Allison v. Super Zen, Inc.*, settled for \$235,300 on behalf of approximately 26 class members, and Judge Lucas awarded 33.33% in fees.

- *Ledbetter v. Entrepreneurial Ventures, Inc.*, settled for \$1.8 million on behalf of approximately 754 class members, and Judge Overton awarded 33.33% in fees.
- *Letuligasenoa v. International Paper Company* settled for \$4,500,000 on behalf of approximately 3,786 class members, and Judge Errand awarded 33.33% in fees with a 1.47 multiplier.
- *Suarez v. First Alarm Security & Patrol, Inc.*, settled for \$7,250,000 on behalf of approximately 3,786 class members, and Judge Walsh awarded 33.33% in fees.
- *Subia v. National Securities Industries, Inc.*, settled for \$275,000 on behalf of approximately 187 class members, and Judge Lucas awarded 30% in fees.

Superior Court for the County of San Luis Obispo:

- *Hernandez v. All Ways Clean* (Representative Action), settled for \$205,000 on behalf of approximately 642 aggrieved employees, and Judge Coates granted 35% in fees.

Superior Court for the County of Solano:

- *Roberson v. Ghiringhelli Specialty Foods* settled for \$375,000 on behalf of approximately 1,324 aggrieved employees, and Judge Getty awarded 33.33% in fees.
- *Saechao v. Pla-Fit Franchise d.b.a. Planet Fitness* settled for \$325,000 on behalf of approximately 149 class members, and Judge Mattice awarded 25% in fees.
- *Stafford v. Dollar Tree Stores, Inc.*, settled for \$4,600,000 on behalf of approximately 7,737 class members, and Judge Beeman awarded 33.33% in fees.
- *Turnage v. Park Management Corporation* settled for \$400,000 on behalf of approximately 214 class members, and Judge Daniels awarded 33.33% in fees.

Superior Court for the County of Tulare:

- *Lopez v. Ruiz Food Products, Inc.*, settled for \$547,500 on behalf of approximately 2,233 class members, and Judge Hillman awarded 33% in fees.

Superior Court for the County of Ventura:

- *Jackson v. Vulcan Materials Co.* settled for \$800,000 on behalf of approximately 103 class members, and Judge Bysshe awarded 37.5% in fees.
- *Laux v. Van Nuys Skyways, Inc.*, settled for \$800,000 on behalf of approximately 70 class members, and Judge Riley awarded 35% in fees.