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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR COUNTY OF LOS ANGELES**

GRECIA ZAMORA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

NAMAR FOODS, INC., a California
corporation, and DOES 1 to 100, inclusive,

Defendant.

Case No. 20STCV35904

**CLASS ACTION SETTLEMENT
AGREEMENT**

CLASS ACTION SETTLEMENT AGREEMENT

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Attorneys for Defendant Namar Foods, Inc.

1 This Class Action Settlement Agreement (“Settlement Agreement”) is made and entered into
2 between Plaintiff GRECIA ZAMORA (“Plaintiff” or “Class Representative”) and Defendant NAMAR
3 FOODS, INC. (“Defendant” or “Namar Foods”) on the other hand subject to the approval of the Court, as
4 provided below. This Settlement Agreement is intended by Plaintiff and Defendant to fully, finally, and
5 forever resolve, discharge, and settle the Action (as defined below) and Released Claims (as defined
6 below), upon and subject to the terms and conditions hereof, as follows:

7 **1. Definitions.**

8 As used herein, for the purposes of this Settlement Agreement only, the following terms will be
9 defined as set forth below:

10 **1.1** “Action” refers to the civil action entitled *Grecia Zamora v. Namar Foods, Inc.* filed in Los
11 Angeles County Superior Court on September 18, 2020, Case No. 20STCV35904.

12 **1.2** “Class Counsel” refers to the attorneys of record for the Class Representative,
13 *i.e.*, Ackermann & Tilajef, P.C. and Employment Rights Law Group, APC.

14 **1.3** “Class Member” refers to all current and former hourly and/or non-exempt persons employed
15 by Defendant in California at any time from September 18, 2016 to the Preliminary Approval Date.
16 Defendant represents there are approximately 86 Class Members who worked during the Class Period as
17 of March 4, 2021.

18 **1.4** “Class Notice” refers to the form of direct-mail notices substantially in the form attached as
19 “**Exhibit A**,” as may be modified by the Court.

20 **1.5** “Class Period” means September 18, 2016 through the date of preliminary approval of the
21 settlement.

22 **1.6** “Complaint” refers to the operative First Amended Complaint to be filed in this Action.

23 **1.7** “Court” refers to the California Superior Court for the County of Los Angeles.

24 **1.8** “Defendant” means Namar Foods, Inc.

25 **1.9** “Final Approval Hearing” refers to the hearing at which the Court will make a final
26 determination whether the terms of the Settlement are fair, reasonable, and adequate for the Class and
27 meet all applicable requirements for approval.

28 **1.10** “Final Approval Order” refers to the final order by the Court approving the Settlement

1 following the Final Approval Hearing and entering final judgment.

2 **1.11** “Final Effective Date” refers to the date the Final Approval Order is entered if no objections
3 to the Settlement are filed. If objections are filed and overruled, and no appeal of the Final Approval
4 Order is filed, then the Final Effective Date will be sixty (60) calendar days following date the Final
5 Approval Order is signed. If an appeal is taken from the Final Approval Order, then the Final Effective
6 Date will be twenty (20) calendar days after the appeal is withdrawn or after an appellate decision
7 affirming the Final Approval Order becomes final.

8 **1.12** “Gross Settlement Amount” (“GSA”) refers to the maximum payment of Three Hundred
9 Thousand Dollars and no cents (\$300,000.00) Defendant will be obligated to make. The GSA includes
10 all payments made to Settlement Class Members, Enhancement Award payment to Class Representative,
11 all Settlement Administration Costs, the PAGA Award, and attorneys’ fees and litigation costs and
12 expenses to Class Counsel, as approved by the Court.

13 **1.13** “Net Settlement Amount” (also referred to herein as “NSA”) is the GSA minus Court-
14 approved attorney’s fees and litigation costs, Settlement Administration Costs, Court-approved
15 Enhancement Award, and the LWDA’s share of the amount of the GSA allocated to PAGA Award. The
16 NSA is the maximum amount that will be available for distribution to Settlement Class Members.

17 **1.14** “PAGA Award” refers to the Ten Thousand Dollars and no cents (\$10,000.00) that will be
18 set aside for the PAGA penalty, with Seven Thousand Five Hundred Dollars and no cents (\$7,500.00)
19 paid to the LWDA the remaining Two Thousand Five Hundred Dollars and no cents (\$2,500.00) payable
20 to the Settlement Class Members who worked during the PAGA Period.

21 **1.15** “PAGA Period” means July 13, 2019 through the date of preliminary approval of the
22 settlement.

23 **1.16** “Parties” are Plaintiff and Defendant.

24 **1.17** “Released Claims” are those defined in Section 17, below.

25 **1.18** “Released Parties” include Namar Foods, Inc., and any other person or entity associated with
26 Defendant, present, future, or former, known or unknown, whom the Plaintiff might claim to be liable,
27 including, but not limited to any of Defendant’s parent corporations, subsidiaries, divisions, affiliates,
28 partners, shareholders, members, employees, agents, directors, officers, attorneys, landlords, licensees,

lessors, insurers, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other.

1.19 “Request for Exclusion” refers to a request to be excluded from the Settlement, which must be made in writing in conformity with the requirements set forth in the Class Notice, the Court’s order granting preliminary approval, and herein, and mailed to the Administrator and postmarked on or before the Response Deadline.

1.20 “Response Deadline” refers to a date that is sixty (60) calendar days after the date that the Class Notice is mailed to Class Members and is the deadline by which Class Members’ Requests for Exclusion, disputes regarding Credits, and/or objections must be postmarked in order to be timely.

1.21 “Enhancement Award” refers to a monetary award to the Plaintiff, in an amount not to exceed Five Thousand Dollars (\$5,000.00), or other lesser amount as approved by the Court, for her service as Class Representative as described in Section 6, below, to be paid for from the Gross Settlement Amount, subject to approval by the Court, as described below.

1.22 “Settlement Administrator” refers to the third-party administrator mutually selected by the parties, subject to approval by the Court, to perform the notice, claims administration, and distribution functions further described in this Settlement Agreement.

1.23 “Settlement Administration Costs” refers to the costs and expenses of the administrator, to perform its tasks and duties as provided by this Settlement Agreement. These costs will be paid out of the GSA.

1.24 “Settlement Class Member” refers to Class Members who do not request exclusion from the Settlement pursuant to Section 13, below.

1.25 “Settlement Payment” refers to the amount paid to Settlement Class Member.

2. Procedural History and Recitals.

2.1 On July 13, 2020, Plaintiff submitted her PAGA letter to the LWDA alleging Defendant failed to provide timely, duty-free meal periods and/or pay meal period premiums for late meal periods, failed to provide timely, duty-free rest periods and/or pay rest period premiums, failed to provide accurate itemized wage statements, owed waiting time penalties, failed to pay timely wages, failed to reimburse

1 for business expenses and violated Business & Professions Code section 17200. On September 18, 2020,
2 Plaintiff filed her class action and representation action complaint alleging Defendant failed to provide
3 timely, duty-free meal periods and/or pay meal period premiums for late meal periods, failed to provide
4 timely, duty-free rest periods and/or pay rest period premiums, failed to provide accurate itemized wage
5 statements, owed waiting time penalties, failed to pay timely wages, failed to reimburse for business
6 expenses, violated the UCL, and owes penalties pursuant to PAGA.

7 **2.2** Shortly thereafter, the Parties agreed to an exchange of informal discovery and to attending
8 a private mediation in an effort to resolve the case. On March 4, 2021, the Parties attended a full-day,
9 private mediation with an experienced wage and hour mediator, Lisa Klerman, and were able to resolve
10 the case on a class basis and entered into a Memorandum of Understanding.

11 **2.3** Pursuant to the Parties' agreement, Plaintiff intends to file a First Amended Complaint to
12 add two additional causes of action for failure to pay minimum wages and failure to pay overtime wages
13 in violation of Labor Code sections 510, 1194, 1194.2, 1197, and 1198.

14 **2.4** The Parties jointly represent that this is a fair, reasonable, and adequate settlement and have
15 arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present
16 and potential.

17 **2.5** This Agreement is entered into solely for the purpose of compromising highly disputed
18 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of
19 liability or wrongdoing. Defendant makes no admission of liability or wrongdoing by virtue of entering
20 into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class
21 certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any
22 unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the
23 claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This
24 Settlement, and Plaintiff's and Defendant's willingness to settle the Action will have no bearing on, and
25 will not be admissible in connection with, any litigation between the parties (other than in connection with
26 this Settlement).

27 **2.6** Class Counsel represent that they have thoroughly investigated the claims alleged against
28 Defendant in the Action. Class Counsel represent that they have conducted their own investigation into

1 the underlying facts, events, and issues related to the subject matter of this Action. Class Counsel represent
2 that they have further undertaken an extensive analysis of the legal principles applicable to the claims
3 asserted against Defendant, and the potential defenses thereto. Both Class Representative and Defendant
4 have had an opportunity to evaluate their respective positions on the merits of the claims asserted.

5 **2.7** Class Counsel has also engaged in intensive arm's-length negotiations with counsel for
6 Defendant with a view toward achieving substantial benefits for the Class while avoiding the cost, delay
7 and uncertainty of further litigation, trial, and appellate review.

8 **2.8** As a consequence of said negotiations, and of Class Counsel's investigation, analysis and
9 discovery, Plaintiff and Class Counsel determined to enter into this Settlement Agreement on the terms
10 and conditions hereinafter set forth, believing such Settlement to be fair, reasonable and adequate and in
11 the best interests of Plaintiff and the other members of the Class. Plaintiff and Class Counsel have
12 determined to execute this Settlement Agreement and urge approval by the Court of the Settlement after
13 considering (a) the substantial factual and legal defenses available to Defendant to the claims asserted in
14 the Action, which render the outcome of the Action substantially uncertain; (b) the potential difficulties
15 Plaintiff and Class Members would encounter in establishing the elements of their claims; (c) the
16 substantial benefits made available to Class Members pursuant to the Settlement; (d) the fact that the
17 Settlement ensures that Class Members will receive relief in the most expeditious and efficient manner
18 practicable, and thus much sooner than would be possible were the claims to be litigated successfully
19 through trial and appeal; and (e) the fact that the Settlement allows persons who would otherwise fall
20 within the definition of the Class, if they so desire, to opt out of the Action and individually pursue any
21 Release Claims that he or she may have.

22 **2.9** As set forth above, without admitting any wrongdoing or liability, Defendant is willing to
23 agree to the terms of the Settlement in order to settle, compromise, and fully resolve the Action and
24 Released Claims (as defined below).

25 **3. Limitation on Effect of Settlement.**

26 The Settlement will not constitute, in this or any other proceeding, an admission of any kind by
27 Defendant, including without limitation, that certification of a class is appropriate or proper or that
28 Plaintiff could establish any of the requisite elements for class treatment of any of the claims in the Action.

1 In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated, and any
2 class and representative action, which were certified for settlement purposes only, shall be vacated, and
3 shall be of no force or effect whatsoever and shall not be admissible nor construed as an admission or
4 concession of any kind by the Parties, in whole or part, and Defendant expressly reserves all rights to
5 challenge certification of a class on all available grounds.

6 **4. Establishment of the GSA.**

7 This Settlement will be made on a non-claims-made basis and will be non-reversionary. Under no
8 circumstances will any of the GSA revert to Defendant. Defendant shall pay a total of no more than the
9 GSA, which will cover payment by Defendant pursuant to this Settlement Agreement, to Settlement Class
10 Members, Settlement Administration Costs, attorneys' fees and litigation costs to Class Counsel, the
11 LWDA's share of PAGA penalties, and Service Award to Plaintiff. Defendant will deposit money into
12 an account, through the Settlement Administrator, in an amount equal to the GSA.

13 **5. Attorneys' Fees and Costs.**

14 Class Counsel shall request attorneys' fees up to 1/3 of the GSA, i.e., \$100,000.00 for attorneys'
15 fees; and up to \$15,000.00 for reimbursement of litigation costs and expenses. Defendant agrees to not
16 oppose Class Counsel's request for attorneys' fees and costs in these amounts. The terms of this Settlement
17 Agreement will not be abrogated and will continue in full force even if the Court awards a lower amount
18 of attorneys' fees or costs than requested by Class Counsel. Any unapproved amount of attorneys' fees
19 and litigation costs will be added to the NSA and be distributed to the Settlement Class Members.

20 **6. Enhancement Award.**

21 Class Counsel shall request an Enhancement Award of up to Five Thousand Dollars (\$5,000.00)
22 for Plaintiff. Any unapproved amounts will be added to the NSA and be distributed to the Settlement Class
23 Members.

24 **7. PAGA Award.**

25 Subject to Court approval, \$10,000.00 shall be attributed to Plaintiff's claims under PAGA. The
26 Settlement Administrator shall apportion and distribute the \$10,000.00 payment as follows: (a) \$7,500.00
27 shall be paid to the LWDA as its 75% share of the settlement of civil penalties for PAGA claims; and
28 (b) \$2,500.00 shall be added to the NSA and distributed to the Settlement Class Members who worked

during the PAGA Period as their 25% share of the settlement of civil penalties for PAGA claims.

8. Costs of Settlement Administration.

The Parties have mutually agreed to the selection of ILYM Group, Inc. (“Settlement Administrator”), to undertake the administration of the Settlement in this Action. The Parties estimate that the costs and expenses of administration of the settlement will not exceed \$8,000.00.

9. Calculation of the NSA and Distribution of Settlement Proceeds.

9.1 This settlement is a “non-claims-made” settlement. Each Settlement Class Member will be entitled to a share of the NSA in accordance with the formula set forth below. Payments will be made from the NSA only to Settlement Class Members, as set forth herein.

9.2 The Net Settlement Amount will be allocated among the members of the settlement Class on a pro rata basis based on the number of verified weeks spent by Class Members in Defendant’s employ. For purposes of payment, a week of employment shall be defined as any regular workweek in which the Class Member worked on three or more calendar days. For purposes of settlement, the payments from the NSA will be allocated 1/3 as wages, 1/3 as interest, and 1/3 as penalties. Defendant shall pay the employer’s share of withholdings on the wage portion of the NSA as an additional, separate amount, above and beyond the GSA.

9.3 The amount distributed to Settlement Class Members, plus all required withholdings, shall not exceed the NSA.

9.4 If a Class Member timely and validly submits a Request for Exclusion, as set forth herein, his or her share, except for his or her share of the PAGA Award, will return to the NSA and will be distributed to the remaining Settlement Class Members.

9.5 Payments to Class Members pursuant to this Settlement Agreement will not be construed as compensation for purposes of determining eligibility for or benefit calculations of any health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment compensation, including, without limitation, all plans, subject to Employee Retirement Income Security Act (“ERISA”). The Parties agree these payments do not represent any modification of any employee’s previously-credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy.

1 **9.6** Within twenty-one (21) calendar days of the Final Effective Date, Defendant will deposit the
2 Gross Settlement Sum of Three Hundred Thousand Dollars and no cents (\$300,000.00) needed to pay the
3 entire Gross settlement Sum into an account set up and controlled by the Settlement Administrator.

4 **9.7** Within ten (10) calendar days of the funding of the settlement, the Settlement Administrator
5 will calculate and pay all Class Members' settlement shares, and attorney's fees, costs, enhancement
6 payment, the LWDA's share of the PAGA Award, and administration costs, as approved by the Court.

7 **9.8** Class Member Payment Checks that are not cashed within one hundred and eighty (180)
8 calendar days from the date of issuance by the Settlement Administrator, will be cancelled. Class
9 Members whose Class Member Payment checks are not timely cashed and which are cancelled, will be
10 deemed to have irrevocably waived any right in or claim to any payment under the Settlement, but the
11 settlement and their release of Released Claims will remain binding upon them. The value of the cancelled
12 Class Member Payment checks will be transmitted in conformity with California Civil Procedure Code
13 section 384, to a *cy pres* agreed upon by the Parties and approved by the Court, Los Angeles Regional
14 Food Bank.

15 **9.9** Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged
16 signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of
17 omission or commission, the same is true for the Settlement Administrator.

18 **10. Tax Treatment.**

19 **10.1 Tax Treatment of Class Member Payments:** Of the amounts paid to individual Settlement
20 Class Members, 1/3 shall be designated as wages and reported on IRS Form W-2, 1/3 shall be designated
21 as interest and reported on IRS Form 1099, and the remaining 1/3 shall be designated as penalties and
22 reported on IRS Form 1099.

23 **10.2 Tax Treatment of Service Award:** Plaintiff will receive an IRS Form 1099 for her
24 individual Service Award and will be responsible for payment of any taxes owing on said amount.

25 **10.3 Tax Treatment of Attorneys' Fees and Cost Award:** Class Counsel will receive an IRS
26 Form 1099 for any amount awarded to Class Counsel in the form of attorneys' fees or costs and will be
27 responsible for payment of any taxes owing on said amount.

28 **10.4 No Tax Advice:** Neither Plaintiff nor Defendant, nor the parties' attorneys, shall give or are

1 giving any tax advice in connection with the settlement or any payments to be made pursuant to this
2 settlement. Each Settlement Class Member agrees to indemnify, and hold harmless Defendant from any
3 liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share
4 of taxes, interest, fees, or penalties owed.

5 **11. Notice Administration.**

6 **11.1** Within twenty (20) calendar days of the later of the Preliminary Approval Order or court
7 approval of settlement notice to the class Defendant shall provide the Settlement Administrator only with
8 the following information (“Class Data List”):

9 (a) the names, last known addresses, last known telephone numbers, and Social Security
10 numbers of each Class Member;

11 (b) the number of verified weeks being attributed to each Class Member.

12 **11.2** Upon its receipt of the Class Data List, the Settlement Administrator shall access the National
13 Change of Address (“NCOA”) Database, and update the addresses contained therein.

14 **11.3** Within thirty-five (35) days of the later of the Preliminary Approval Order or court approval
15 of settlement notice to the class, the Settlement Administrator shall provide the Class Notice by bulk first
16 class mail, forwarding requested, to the Class Members at the addresses identified through the process
17 described above.

18 **11.4** As to any Class Notices that are returned as undeliverable, or where the NCOA Database
19 indicates that the last known address of any Class Member is invalid or otherwise undeliverable, the
20 Settlement Administrator will perform a skip trace procedure and re-mail all returned, undelivered mail
21 within five (5) calendar days of the date on which the Settlement Administrator is informed that a Class
22 Notice is undeliverable or otherwise invalid.

23 **11.5** Other than the obligations set forth in this Settlement Agreement, Parties will have no
24 additional obligation to identify or locate any Class Member.

25 **11.6** Parties will not be responsible for nor have any liability in connection with the provision of
26 Class Member data to the Settlement Administrator, outside of the obligations set forth in the Settlement
27 Agreement. The Settlement Administrator and all those working through, in concert with, or on behalf of
28 the Settlement Administrator, shall be obligated to take all reasonable steps to maintain the confidentiality

1 of Class Member information and to carry out the other duties enumerated in the Settlement Agreement,
2 including calculating each Class Member's potential share of the Settlement.

3 **11.7** The Settlement Administrator shall provide Defendant's counsel and Class Counsel with
4 weekly summary reports, including the total number of Class Notices that were returned as undeliverable,
5 the total number of objections, and disputes regarding pay periods, and/or Requests for Exclusion. The
6 Settlement Administrator shall maintain records of its work, which will be available for inspection upon
7 request by Defendant's counsel.

8 **12. Class Notice and Notification of Credits.**

9 **12.1** The Class Notice will be a pre-printed notice, in substantially the form attached hereto as
10 **Exhibit A** and to be approved by the Court. In addition to other information contained on the Class
11 Notice, the Class Notice will state the verified weeks that the Class Member worked in California during
12 the Class Period for Defendant, according to Defendant's records.

13 **13. Request for Exclusion.**

14 **13.1** Any Class Member may elect to opt out of the Settlement by submitting a written Request
15 for Exclusion from the Settlement to the Settlement Administrator, postmarked no later than the Response
16 Deadline. The Request for Exclusion must contain the following: the Class Member's full name,
17 signature, address and last four digits of his or her social security number, and a clear statement that he or
18 she seeks to be excluded from the Settlement. The Settlement Administrator shall immediately send all
19 Requests for Exclusion to Defendant's counsel and Class Counsel. A Class Member who fails to comply
20 with the opt out procedure set forth herein on or before the Response Deadline will not be excluded and
21 will instead be bound by all provisions of the Settlement Agreement and all orders issued pursuant thereto.

22 **13.2** Any Class Member who elects to opt out of the Class in the manner and within the time limits
23 specified above and in the Class Notice: (1) will not have any rights under the Settlement Agreement;
24 (2) will not be entitled to receive any compensation under the Settlement Agreement; (3) will not have
25 standing to submit any objection to the Settlement Agreement; and (4) will not be bound by the Settlement
26 Agreement.

27 **13.3** Except for persons who elect to opt out of the Settlement in the manner and within the time
28 limits specified above, in the Preliminary Approval Order, and in the Class Notice, all Class Members,

will be deemed to be within the Class for all purposes under this Settlement Agreement, will be bound by the terms and conditions of this Settlement Agreement, including all orders issued pursuant thereto.

13.4 If the Settlement Agreement is given final approval, it will operate as a full, complete, and final release of all the Released Claims of the Class Representative and all Settlement Class Members, and as an effective covenant not to sue.

13.5 Class Members will be notified in writing of any deficiencies in Requests for Exclusion and will be permitted no more than fifteen (15) days to cure all deficiencies in writing. Failure to execute a timely Request for Exclusion form shall invalidate the Request for Exclusion.

14. Objections.

Any Class Member who does not request exclusion from the Settlement may object to the Settlement Agreement by sending the Settlement Administrator, not later than the Response Deadline, a written statement objecting to the Settlement. The written objection must contain: the Class Member's full name, address, last four digits of his or her social security number, dates of employment as non-exempt or hourly-paid employee of Defendant in California, the case name and number of the Action (*Grecia Zamora v. Namar Foods, Inc.*, Los Angeles County Superior Court Case No. 20STCV35904), and a clear statement of the basis for his or her objection. The Settlement Administrator shall immediately send all objections to counsel for Defendant and Class Counsel.

Counsel for the Parties shall file any responses to any objections at the time the Motion for Final Approval is filed. Class Members may, prior to the Final Approval Hearing, withdraw their objections or opt out requests in a writing to the Settlement Administrator, which may then be filed with the Court.

All Parties and their counsel will not seek to solicit or otherwise encourage any Class Member to submit an opt out request or objection, nor encourage any Class Member to appeal from the final judgment.

If an objector also wishes to appear at the Final Approval Hearing, in person or through an attorney, he or she need not file a notice of intention to appear at the same time as the objection is filed. Filing the notice of intention to appear is not necessary to preserve the right to appear at the Final Approval Hearing. If a Class Member submits both a Request for Exclusion and a written objection, the Request for Exclusion shall be void and the Class Member shall be deemed part of the Class and bound by the Judgment upon approval by the Court.

1 **15. Resolution of Disputes.**

2 If a Class Member timely disputes the number of verified weeks listed on his or her Class Notice,
3 the dispute will be submitted to the Settlement Administrator, who will examine the records and either
4 verify the calculation or provide a corrected calculation. Disputes must be in writing that is submitted to
5 the Settlement Administrator, postmarked on or before the Response Deadline. The dispute must contain:
6 Class Member's full name, address, signature, and last four digits of his or her Social Security number;
7 the case name and number of the Action (*Grecia Zamora v. Namar Foods, Inc.*, Los Angeles County
8 Superior Court Case No. 20STCV35904), and any facts supporting the Class Member's dispute, along
9 with any supporting materials confirming that the pay periods attributed to him or her are incorrect. The
10 Settlement Administrator's determination of disputes will be final and non-appealable.

11 **16. Non-Materiality of Attorneys' Fees, Costs and Enhancement Awards.**

12 Any denial or reduction in amount by the Court of the application for attorneys' fees and litigation
13 costs, Enhancement Awards, and/or Settlement Administration Costs will in no way affect the validity the
14 remainder of this Settlement Agreement, or give rise to a right to abrogate this Settlement Agreement.

15 **17. Released Claims.**

16 Upon Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator,
17 Plaintiff and all other class members will release the Released Parties from any and all claims that will be
18 asserted in the First Amended Complaint including claims under Labor Code sections 226, 226.3, 226.7,
19 510, 512, 201-203, 204, 210, 1194, 1194.2, 1197, and 1198, 2802, IWC Wage Order 5-2001, IWC Wage
20 Order No. 4-2001, California Business and Professions Code sections 17200, *et seq.* (UCL), and California
21 Labor Code section 2698, *et seq.* based on violations of the above Labor Code provisions, or any and all
22 claims that could have arisen out of the allegations made in the Complaint, and those which will be
23 asserted in the First Amended Complaint. No other claims are released other than those claims specifically
24 plead in the Complaint.

25 **17.1 Plaintiff's General Release:**

26 In addition to the Released Claims, Plaintiff shall be bound by a complete and general release of
27 all claims under any and all applicable federal and state laws and/or regulations as to Released Parties,
28 and shall also be bound by a California Civil Code section 1542 release and waiver of all claims known

1 and unknown, without exception, except as may be prohibited by law, such as claims for workers'
2 compensation benefits. California Civil Code section 1542 reads as follows:

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

7 **18. Application for Preliminary Approval.**

8 **18.1** Within 30 business days after the Parties' execution of this Settlement Agreement, Plaintiff
9 shall file a motion for preliminary approval of the Settlement, requesting a Preliminary Approval Order
10 that contains the following provisions:

11 **18.1.1** preliminarily approving the Settlement Agreement and its terms;

12 **18.1.2** preliminarily approving and certifying the Class for settlement purposes only;

13 **18.1.3** approving the form of the Class Notice, and finding that the proposed method
14 of disseminating the Class Notice meets the requirements of due process and is the best notice
15 practicable under the circumstances;

16 **18.1.4** establishing the procedures and the deadline by which Settlement Class
17 Members may assert objections to the Settlement, seek exclusion from the Settlement, and/or
18 dispute their Settlement Shares; and

19 **18.1.5** setting a date for the Final Approval Hearing.

20 **18.2** Counsel for Defendant will be given an opportunity to review and comment on the motion
21 for preliminary approval of the Settlement prior to its being filed with the Court, and such comments will
22 be implemented to the extent reasonable.

23 **19. Final Approval Order and Final Judgment.**

24 **19.1** If the Settlement is preliminarily approved by the Court, the Parties shall thereafter request
25 that the Court enter an order granting final approval of the Settlement and judgment based thereon
26 (“Final Approval Order and Judgment”), which includes the following provisions:

27 **19.1.1** confirming certification of the Class for settlement purposes only;

1 **19.1.2** finding that the dissemination of the Class Notice in the form and manner
2 ordered by the Court was accomplished as directed, met the requirements of due process; and

3 **19.1.3** finally approving the Settlement Agreement and the Settlement as fair,
4 reasonable and adequate and directing consummation of the Settlement in accordance with its
5 terms and provisions;

6 **19.1.4** directing the Parties to implement the terms of the Settlement Agreement;

7 **19.1.5** releasing and discharging the Released Parties from any and all liability with
8 respect to the Released Claims as hereinabove provided;

9 **19.1.6** resolving and settling all the Released Claims by the Class Representative
10 and all Settlement Class Members, as herein above provided, with the release precluding them
11 from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual
12 or collectively, representatively, derivatively, or on behalf of himself or herself, or in any other
13 capacity of any kind whatsoever, any action in this Court, any other state court, or any arbitration
14 or mediation proceeding or any other similar proceeding, against any of the Released Parties, that
15 asserts any Released Claims.

16 **19.1.7** awarding reasonable attorneys' fees and litigation costs to Class Counsel as
17 determined by the Court;

18 **19.1.8** awarding an Enhancement Award to Class Representative as determined by
19 the Court;

20 **19.1.9** awarding Settlement Administration Costs to the Settlement Administrator as
21 determined by the Court and other administration costs as provided herein;

22 **19.1.10** approving the allocation of PAGA Penalties to the LWDA;

23 **19.1.11** entering final judgment on the Complaint; and

24 **19.1.12** preserving continuing and exclusive jurisdiction over all matters related to the
25 administration and consummation of the terms of this Settlement and enforcement of the
26 Judgment.

27 **19.2** Counsel for Defendant will be given an opportunity to comment on the motion for final
28 approval of the Settlement prior to its being filed with the Court, and such comments will be implemented

1 to the extent reasonable.

2 **20. Effect of Settlement Not Being Final.**

3 In the event that the Settlement does not become final, then the Settlement Agreement will become
4 null and void, and all negotiations, proceedings, and statements relating thereto will be without prejudice
5 as to the rights of any and all Parties hereto, and all Parties and their respective predecessors and successors
6 will be deemed to have reverted to their respective positions in the Action as of the date and time
7 immediately prior to the execution of this Settlement Agreement. If the Court does not approve either
8 preliminarily or finally any material term or condition of the Settlement Agreement, or if the Court effects
9 a material change to the Parties' settlement (including but not limited to the scope of release to be granted
10 by Class Members or the binding effect of the Settlement on Class Members), the Parties shall work
11 together in good faith to address any concerns raised by the Court and propose a revised Settlement for
12 the Court's approval.

13 **21. Withdrawal From Settlement Based on Requests for Exclusion and Escalator Clause.**

14 Defendant shall retain the right, in the exercise of its sole discretion, to nullify the settlement if
15 Class Members representing more than an aggregate total of 10% of the Class Members opt out of the
16 settlement. Defendant must provide written notice to Class Counsel of its withdrawal within thirty (30)
17 calendar days of the Response Deadline. All signatories and their counsel agree not to encourage opt-
18 outs. Class Counsel and Defendant specifically agree not to solicit opt-outs, directly or indirectly, through
19 any means. If Defendant exercises this right, it shall be solely responsible for the costs incurred for
20 settlement administration up to the date of nullification. In the event that the total number of weeks worked
21 by Class Members during the Class Period is greater than 12,000, then the GFV shall increase
22 proportionally for each workweek above 12,000.

23 **22. No Admissions.**

24 The Parties understand and agree that this Settlement Agreement is the result of a good faith
25 compromise settlement of disputed claims, and no part of this Settlement Agreement, or any conduct or
26 written or oral statements made in connection with this Settlement and this Settlement Agreement,
27 including the Memorandum of Understanding, whether or not the Settlement is finally approved and/or
28 consummated, or the negotiations leading to the Settlement Agreement, or any document filed in support

thereof, should be construed as an admission or concession of any kind by Defendant or any of the Released Parties.

23. Avoidance of Undue Publicity.

Except as required to obtain preliminary or final approval in this case, Plaintiff and Class Counsel agree not to publicize the amount or other terms of this settlement to any person. 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.

24. Non-Disparagement.

Released Parties agree that all inquiries about Plaintiff shall be referred to Defendant's Chief Executive Officer ("CEO"), Deborah Mitchell, who will confirm the Plaintiff's dates of employment and position held. No other information concerning Plaintiff's work history will be provided by Deborah Mitchell without authorization from Plaintiff.

25. Construction.

This Settlement Agreement was entered into after substantial good faith, arm's-length negotiations between the Parties. This Settlement Agreement has been entered into without any coercion and under no duress. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it will not be deemed to have been prepared or drafted by one party or another.

26. Advice of Counsel

The Parties to this Settlement Agreement are represented by competent counsel, and they have had an opportunity to consult with counsel. The Parties to this Settlement Agreement agree that it reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

27. Entire Agreement.

This Settlement Agreement (including Exhibits hereto) sets forth the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Settlement Agreement, whether oral or written, regarding the subjects covered herein. The Parties acknowledge that no representations, inducements, warranties, promises, or statements relating to the subjects covered herein, oral or otherwise, have been made by any

1 of the Parties that are not embodied or incorporated by reference herein. Except as otherwise set forth in
2 this Agreement, any notice, order, judgment, or other exhibit that requires approval of the Court must be
3 approved without material alteration that substantially changes or increases the cost of compliance with
4 this Settlement Agreement in order for this Settlement Agreement to become effective. Before invoking
5 this provision to challenge the effectiveness of this Settlement Agreement, the invoking party shall consult
6 with, and if necessary mediate in good faith with, the other party in an effort to resolve any such challenge.

7 **28. Modification or Amendment.**

8 This Settlement Agreement may not be modified or amended except in a writing signed by all
9 signatories hereto or their attorneys or their successors in interest.

10 **29. Successors.**

11 This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto and
12 their respective heirs, executors, administrators, successors and assigns, and upon any corporation,
13 partnership or other entity into or with which any Party hereto may merge, combine, or consolidate.

14 **30. Counterparts & Electronic Signature.**

15 This Settlement Agreement may be executed in counterparts, each of which will be deemed an
16 original, and all of which together will constitute one and the same instrument. Further, the Parties agree
17 that this agreement may be executed electronically pursuant to C.C.P. § 1633.1.

18 **31. Waivers.**

19 The waiver by any Party of any breach of this Settlement Agreement will not be deemed or
20 construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this
21 Settlement Agreement.

22 **32. Governing Law.**

23 This Settlement Agreement will be governed by and construed, enforced, and administered in
24 accordance with the internal laws of the State of California.

25 **33. Headings.**

26 The headings contained in this Settlement Agreement are for convenience and reference purposes
27 only, and will not be given weight in its construction.
28

34. Notices.

Any notices, requests, demands, or other communications required or permitted to be given pursuant to this Settlement Agreement, other than the contemplated Class Notice to the Class Members, must be in writing and mailed as follows:

34.1 To Class Counsel: to the attention of Craig Ackerman, Esq., Ackermann & Tilajef, P.C., 1180 South Beverly Drive Suite 610, Los Angeles, CA 90035, and to Amir Seyedfarshi, Esq., 1180 South Beverly Drive Suite 610, Los Angeles, CA 90035. To Defendant and counsel for Defendant: to the attention of Katherine C. Den Bleyker, Esq. and Sanam Aghnami, Esq., Lewis Brisbois Bisgaard & Smith LLP, 633 West 5th Street, Suite 4000, Los Angeles, CA 90071.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Plaintiff and Proposed Class Representative

Dated: 04 / 01 / 2021, 2021 By: 
Grecia Zamora

Namar Foods, Inc.

Dated: _____, 2021 By: _____
On behalf of Defendant

APPROVED AS TO FORM:

Counsel for Plaintiff and Proposed Class Counsel

Dated: April 1, 2021 By: 
Craig Ackerman
Ackermann & Tilajef PC

Dated: April 1, 2021 By: Amir Seyedfarshi
Employment Rights Law Group, APC

Counsel for Defendant

Dated: _____, 2021 By: _____
Katherine C. Den Bleyker
Lewis Brisbois Bisgaard & Smith LLP

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34.1 To Class Counsel: to the attention of Craig Ackerman, Esq., Ackermann & Tilajef, P.C., 1180 South Beverly Drive Suite 610, Los Angeles, CA 90035, and to Amir Seyedfarshi, Esq., 1180 South Beverly Drive Suite 610, Los Angeles, CA 90035. To Defendant and counsel for Defendant: to the attention of Katherine C. Den Bleyker, Esq. and Sanam Aghnami, Esq., Lewis Brisbois Bisgaard & Smith LLP, 633 West 5th Street, Suite 4000, Los Angeles, CA 90071.

Plaintiff and Proposed Class Representative

Namar Foods, Inc.

APPROVED AS TO FORM:

Dated: _____, 2021 By: _____
Amir Seyedfarshi
Employment Rights Law Group, APC

Dated: April 7, 2021 By: Katherine C. Den Bleyker
Katherine C. Den Bleyker
Lewis Brisbois Bisgaard & Smith LLP