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K&M MEAT COMPANY, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

OLGA ESPINOZA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

K & M MEAT COMPANY, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 20STCV35685

Assigned for All Purposes to:
Hon. Daniel J. Buckley, Dept. 1

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date Action Filed: September 17, 2020
Trial Date: Not Yet Set

This Stipulation and Agreement for PAGA Representative Action Settlement is made and entered into by and between Plaintiff Olga Espinoza (“Plaintiff”), on behalf of herself and as a representative of the State of California and the Aggrieved Employees (as defined in paragraph 2, below), on the one hand, and Defendant K&M Meat Company, Inc. (“Defendant”) on the other hand (collectively, the “Parties”), and is made in compromise of disputed claims. The Parties agree that the above-entitled representative action shall be settled on the terms and conditions set forth in this Stipulation, subject to the approval of the Court pursuant to Section 2699(1) of the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”).

DEFINITIONS

1. “**Action**” means and refers to *Olga Espinoza v. K&M Meat Company, Inc.*, Case No. 20STCV35685, which is currently pending in the Los Angeles County Superior Court of the State of California.

2. “**Aggrieved Employees**” means all non-exempt hourly employees who worked for Defendant in California during the PAGA Period.

3. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this Stipulation and Agreement for PAGA Representative Action Settlement, which the Parties acknowledge sets forth all material terms and conditions of the Settlement between them, and which is subject to Court approval pursuant to Section 2699(1) of the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

4. “**Court**” means the California Superior Court, County of Los Angeles.

5. “**Defendant**” means K&M Meat Company, Inc.

6. “**Effective Date**” of this Agreement shall be the later of: (i) the 61st day after service of notice of entry of the Final Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order and Judgment, the day after the Final Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon all of the following occurring: (a) this Agreement has been signed by the Parties,

1 PAGA Counsel, and Defendant's counsel; and (b) the Court has entered the Final Order and
2 Judgment.

3 7. **"Final Order and Judgment"** means the proposed order granting approval of the
4 Settlement and entering Judgment, in the form substantially similar to that attached to this
5 Agreement as Exhibit "B."

6 8. **"Gross Settlement Amount"** means a maximum total of \$142,500.00, which
7 includes all payments owing as a result of this Agreement and includes: the Net Settlement Amount;
8 Settlement Administration Costs; and PAGA Counsel Attorneys' Fees and Costs as awarded by the
9 Court.

10 9. **"LWDA Payment"** means a payment to the California Labor Workforce and
11 Development Agency in an amount equal to 75% of the Net Settlement Amount.

12 10. **"Net Settlement Amount"** is the Gross Settlement Amount less (1) PAGA
13 Counsel's Attorneys' Fees and Costs, and (2) Settlement Administration Costs.

14 11. **"PAGA Aggrieved Employee Payment"** means a payment of 25% of the Net
15 Settlement Amount, which the Parties have agreed to pay the Aggrieved Employees in connection
16 with the settlement of the PAGA Claim.

17 12. **"PAGA Claim"** means the claim for civil penalties under the California Labor Code
18 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, "PAGA") alleged in
19 the Action and stated in Plaintiff's September 15, 2020 notice letter to the LWDA, a true and correct
20 copy of which is attached hereto as Exhibit C.

21 13. **"PAGA Counsel"** means Allen Feghali of Moon & Yang, APC.

22 14. **"PAGA Period"** means September 15, 2019, through the date the Court issues the
23 Final Order and Judgment.

24 15. **"Released Claims"** means all claims or causes of action for PAGA penalties that
25 were, or could have been asserted in Plaintiff's September 15, 2020 letter to the LWDA or the
26 operative complaint in the Action, pursuant to the California Labor Code Private Attorneys General
27 Act of 2004, Labor Code §§ 2698, *et seq.*, based on alleged violations of Labor Code §§ 201-204,
28 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1198, IWC Wage

Order 1, sections 3, 4, 7, 11, and 12, whether for civil penalties or attorneys' fees and costs arising out of the PAGA claims at issue, including: failure to pay minimum and regular rate wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to timely pay final wages at termination, and failure to provide accurate itemized wage statements.

16. **"Released Parties"** means Defendant and each of its subsidiaries, affiliates, parent companies, shareholders, members, owners, officers, employees, attorneys, representatives, agents, insurers, predecessors, successors, and assigns, and any individual or entity which could be jointly liable with Defendant.

17. **"Representative Plaintiff"** means Plaintiff Olga Espinoza.

18. **"Settlement Administrator"** shall mean ILYM Group, Inc., a neutral third-party administrator chosen by the Parties, subject to approval by the Court.

RECITALS

19. On September 15, 2020, Plaintiff sent a PAGA Notice to the Labor Workforce and Development Agency ("LWDA"), with a copy to Defendant. On September 17, 2020, Plaintiff filed a class action complaint in the Superior Court of the State of California, County of Los Angeles in a case styled *Olga Espinoza v. K&M Meat Company, Inc.*, Case No. 20STCV35685.

20. On January 8, 2021, Plaintiff filed a first amended complaint in the Action to the add the PAGA Claim. At the same time, Plaintiff dismissed her individual and class allegations.

21. The PAGA Claims seeks civil penalties and an award of reasonable attorneys' fees and costs.

22. The Parties have conducted a thorough investigation into the facts of the Action. This included exchanging data and information as well as documents relating to the underlying alleged violations. After attending a mediation with Lynn Frank, Esq. of Frank & Feder Mediators, on July 13, 2021, the Parties believe that the Settlement is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree that this Settlement Agreement constitutes a compromise of Representative Plaintiff's and the Aggrieved Employees' PAGA Claim, and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim that the

1 Representative Plaintiff and the Aggrieved Employees have against Defendant or any persons or
2 companies affiliated with Defendant.

3 23. The Parties enter into this Settlement Agreement on a conditional basis. In the event
4 the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
5 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
6 whatsoever, and will not be referred to or utilized for any purpose whatsoever.

7 24. Defendant denies all of the claims in the Action, and does not waive, but rather
8 expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural
9 and factual grounds should this Settlement Agreement not become final. This Settlement
10 Agreement reflects a compromise reached to end litigation.

11 25. The Parties stipulate and agree to the following terms of this Settlement Agreement
12 with the intent that this Agreement finally disposes of the Action with prejudice.

13 **TERMS AND CONDITIONS**

14 26. **Settlement Payments and Calculation of Claims.** The following table summarizes
15 the allocation of the Gross Settlement Amount:

Gross Settlement Amount of \$142,500.00 Is Broken Down As Follows:
• PAGA Counsel Attorneys' Fees not to exceed 33.3% (or \$47,500.00). • PAGA Counsel Costs not to exceed \$15,000.00. • Settlement Administration Costs, not to exceed \$10,000.00. • Approximately \$80,000.00 for the Net Settlement Amount: ○ 25% of the Net Settlement Amount for the PAGA Aggrieved Employee Payment (approximately \$20,000.00) ○ 75% of the Net Settlement Amount for the LWDA Payment (approximately \$60,000.00)

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22 27. Subject to final Court approval and the conditions specified in this Agreement, and
23 in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees
24 to pay the Gross Settlement Amount of \$142,500.00. The Gross Settlement Amount includes, but
25 is not limited to, payments to be made to PAGA Counsel's attorneys' fees and costs, LWDA
26 Payment, and Settlement Administration Costs. The Gross Settlement Amount shall not increase,
27 unless the total number of pay periods at the end of the PAGA Period exceeds 7,700 – the estimate
28 the Parties used to negotiate the Settlement – **by more than 10%,** in which case there will be a

1 proportional increase in the Gross Settlement Amount for each additional pay period over the 10%
 2 increase (by way of example, for **each** pay period above 8,470, the Gross Settlement Amount shall
 3 increase by \$16.82). The Parties agree, subject to Court approval, that the Gross Settlement Amount
 4 shall be apportioned as follows:

5 a. Settlement Administration Fees And Costs: The fees and costs associated
 6 with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees,
 7 tax documentation, etc.) (the “**Settlement Administration Costs**”) will be paid from the Gross
 8 Settlement Amount and are estimated to be up to \$10,000.00. The Parties agree to use ILYM Group,
 9 Inc. as the Settlement Administrator. To the extent Settlement Administration Costs are not
 10 approved by the Court in the amounts set forth above, and the order becomes final, then then the
 11 non-approved amount will be added to the Net Settlement Amount to be distributed based on the
 12 formula set forth in subsection 27.c.

13 b. PAGA Counsel’s Attorneys’ Fees and Costs: The Parties agree that, subject
 14 to the Court’s review and approval, PAGA Counsel will be paid from the Gross Settlement Amount
 15 an amount that is up to 33.33% of the Gross Settlement Amount for attorneys’ fees (\$47,500.00),
 16 plus actual litigation costs (including but not limited to Representative Plaintiff’s portion of the
 17 mediation fee), not to exceed \$15,000.00. To the extent attorneys’ fees and costs are not approved
 18 by the Court in the amounts set forth above, and the order becomes final, then then the non-approved
 19 amounts will be added to the Net Settlement Amount to be distributed based on the formula set forth
 20 in subsection 27.c

21 c. Net Settlement Amount: After deducting PAGA Counsel’s Attorneys’ Fees
 22 and Costs, and Settlement Administration Costs from the Gross Settlement Amount, the remaining
 23 amount will comprise the Net Settlement Amount. The Net Settlement Amount is comprised of the
 24 LWDA Payment and the PAGA Aggrieved Employee Payment. The Net Settlement Amount of
 25 approximately \$80,000.00 shall be allocated 75% to the LWDA Payment, which is estimated to total
 26 \$60,000.00 (\$80,000.00 x 75%). The remaining 25% of the Net Settlement Amount, estimated to
 27 total \$20,000.00 (\$80,000.00 x 25%), shall be allocated to the PAGA Aggrieved Employee Payment
 28 to be paid to the Aggrieved Employees on a *pro rata* basis as noted below, which shall be referred

to as the Aggrieved Employee's "**Individual PAGA Payment.**"

Example:

Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods. All Aggrieved Employees were actively employed a combined total of 7,700 pay periods during the PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as follows:

- 25 pay periods for Aggrieved Employee A ÷ 7,700 total pay periods for all Aggrieved Employees = 0.325%.
- Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that is 0.325% of the Net Settlement Amount.¹

d. Taxes and Reporting: The Individual PAGA Payments will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099.

28. **Release By Aggrieved Employees and State of California.**

a. Terms of Release. In exchange for the consideration recited in this Settlement Agreement, Representative Plaintiff, as the representative for the State of California and all Aggrieved Employees, and on behalf of her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will forever completely release and discharge the Released Parties of any and all Released Claims, as defined in Section 15. The Aggrieved Employees and the State of California are deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against any of the Released Parties for any Released Claims. The release will not be effective until Defendant has made all payments due under the terms of this Settlement Agreement.

b. No Claims Based On Stipulation and Agreement. No Aggrieved Employee will have any claim against any of the Released Parties, Defendant's counsel, the Representative Plaintiff, or PAGA Counsel, based on errors in administering claims or performing the mailing and

¹ The Individual PAGA Payment will be rounded to the nearest penny with .5 rounded up.

1 skip-tracing requirements of the Settlement Administrator under this Agreement.

2 29. **Request For Final Order and Judgment.**

3 Upon execution of this Agreement, the Representative Plaintiff shall promptly file a motion
4 or application with the Court requesting approval of this Settlement by submitting a proposed Final
5 Order and Judgment, in a form substantially similar to Exhibit B.

6 The Representative Plaintiff shall not file the motion or application requesting final approval
7 or final judgment with the Court until Defendant has reviewed and approved it, which approval will
8 not be unreasonably withheld.

9 30. **Settlement Funding.**

10 a. On the Effective Date, the Settlement Administrator shall send Defendant's
11 counsel electronic wiring instructions to fund the Gross Settlement Amount.

12 b. Within 15 days after the Effective Date, Defendant shall wire to the
13 Settlement Administrator the Gross Settlement Amount (the "**Funding Date**").

14 c. Within 25 days after the Effective Date, the Settlement Administrator shall
15 issue all payments required by this Agreement (the "**Payment Date**").

16 31. **PAGA List.**

17 Within 5 days after the Effective Date, Defendant will provide a PAGA List to the Settlement
18 Administrator which will identify all Aggrieved Employees by name, social security number, and
19 last known home address ("**PAGA List**"). The PAGA List will also contain the number of pay
20 periods credited to each Aggrieved Employee.

21 32. **List Of Individual Settlement Amounts.**

22 Within 10 days after the Settlement Administrator receives the PAGA List, the Settlement
23 Administrator will provide to PAGA Counsel and Defendant's counsel a Proceeds List reflecting
24 the Individual PAGA Payment for each Aggrieved Employee ("**Proceeds List**"). The Proceeds List
25 provided to PAGA Counsel will not include the Aggrieved Employees' names, social security
26 numbers or contact information.

27 33. **PAGA Payments to Aggrieved Employees.**

28 a. On the Payment Date, the Settlement Administrator will mail to each

1 Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement
2 Notice in English and Spanish, attached as Exhibit A to this Agreement and (b) their Individual
3 PAGA Payment (collectively, the “**PAGA Packet**”).

4 b. Prior to mailing, the Settlement Administrator will update all addresses using
5 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
6 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
7 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
8 the Settlement Administrator will promptly conduct a “standard search,” sometimes called, “Skip
9 Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the
10 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
11 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
12 Administrator, Defendant, or PAGA Counsel shall be required to take further action.

13 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
14 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee’s
15 check is not cashed within that period, the settlement payment check will be voided and a stop-
16 payment will be issued. Neither Defendant, Defendant’s counsel, Plaintiff, nor PAGA Counsel will
17 have any liability for lost or stolen settlement payment checks, forged signatures on settlement
18 payment checks, unauthorized negotiation of settlement payment checks or failure to timely cash a
19 settlement payment check within the 180 day period.

20 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
21 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
22 transmitted to California State Controller’s Office for Unclaimed Property in the name of each
23 Aggrieved Employee who failed to cash their Individual PAGA Payment prior to the void date.

24 34. **Payments Of Attorneys’ Fees And Costs, and the LWDA Settlement Payment.**

25 a. On the Payment Date, the Settlement Administrator will pay from the Gross
26 Settlement Amount to PAGA Counsel its Court-approved Attorneys’ Fees and Costs. Such payment
27 is conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form
28 W-9.

b. On the Payment Date, the Settlement Administrator will pay the LWDA Payment from the Net Settlement Amount by issuing a check payable to "California Labor Workforce and Development Agency."

35. **Deadlines.**

If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday, the deadline will be automatically extended to the next regular business day. Unless specified otherwise, all references to "days" shall mean calendar days.

36. **Enforcement and Continuing Jurisdiction of the Court.**

Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. Even after the entry of the Final Order and Judgment, this Court will have and retain continuing jurisdiction over the Action and over all Parties and the Aggrieved Employees, to the fullest extent necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement and all matters provided for in it, and to interpret it.

37. **Mutual Full Cooperation.**

The Parties will fully cooperate with each other to accomplish the terms of this Settlement Agreement, including, but not limited to, execution of such documents and taking such other action as may be reasonably necessary or convenient to implement it.

38. **Non-Admission Of Liability.**

The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms

1 of this Agreement, this Agreement and its terms and provisions shall not be offered or received as
2 evidence in any action or proceeding to establish any liability or admission on the part of Defendant
3 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
4 federal, state, local or other applicable law.

5 **39. Effective Date Of Defendant's Obligations Under This Agreement.**

6 Defendant's obligations under this Settlement Agreement will become final and effective
7 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
8 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
9 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
10 In such event, neither this Agreement nor any negotiations leading to this Settlement will be used
11 or construed by or against any Party as a determination, admission, or concession of any issue of
12 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
13 respective rights regarding the prosecution and defense of the Action, including all available
14 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
15 existed.

16 **40. Nullification.**

17 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
18 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
19 or declared or rendered void as to any material term as defined above, then (a) the Settlement
20 Agreement shall become null and void; (b) the Parties will revert to their respective positions
21 immediately prior to reaching the settlement; and (c) Defendant will be responsible for any
22 Settlement Administration Costs.

23 **41. Invalidation.**

24 Invalidation of any material term of this Settlement Agreement will invalidate this
25 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
26 provisions will remain in full force and effect.

27 **42. Confidentiality/No Publicity.**

28 Representative Plaintiff and her counsel agree that the terms of this Settlement Agreement

(including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or publicized or promoted to the media (including, without limitation, legal periodicals and publications such as "Jury Verdicts," disclosure of the Settlement Agreement on any web site of Representative Plaintiff's counsel or any other website, or on any blogs, articles, or on any social media platforms or channels), or the public at large, without the advance written consent of Defendant. The Parties intend this Paragraph 42 to prohibit Plaintiff and her counsel from discussing, answering questions about, promoting or publicizing the Settlement Agreement, its terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court or those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the foregoing, Representative Plaintiff and her counsel (1) may tell the public in general only that certain claims "have been resolved by the Parties;" and (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (e.g., income tax returns); and (c) to accountants or other tax professionals for the purpose of preparing tax returns. In addition, Plaintiff's counsel may respond to questions received from, and discuss any aspects of this Agreement with Aggrieved Employees.

43. **Entire Agreement.**

This Settlement Agreement constitutes the entire integrated agreement between the Parties relating to the Action, and no oral representations, warranties, or inducements have been made to any party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement. Representative Plaintiff and Defendant have entered into a separate agreement resolving Representative Plaintiff's individual claims, which she had previously dismissed without prejudice to proceed with the PAGA Claim.

44. **Authorization To Act.**

PAGA Counsel warrants and represents that they are authorized by the Representative Plaintiff, and counsel of record for Defendant warrants that they are authorized by Defendant, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to

1 effectuate the terms of this Settlement Agreement, except for any documents, including but not
2 limited to this Settlement Agreement, that are required to be executed by the Parties.

3 45. **Modification Only In Writing.**

4 This Settlement Agreement may be amended or modified only by a written instrument signed
5 by all Parties or their successors in interest.

6 46. **Binding On Successors.**

7 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
8 Agreement, as well as their respective attorneys, past, present, and future predecessors, successors,
9 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
10 fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or
11 affiliated entities.

12 47. **No Prior Assignments.**

13 The Aggrieved Employees are deemed by operation of the Final Order and Judgment to
14 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
15 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
16 liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

17 48. **Governing Law.**

18 All terms of this Settlement Agreement will be governed by and interpreted according to the
19 laws of the State of California, without giving effect to conflicts of laws principles.

20 49. **Counterparts.**

21 This Settlement Agreement may be executed in one or more counterparts. All executed
22 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
23 Parties will exchange among themselves signed counterparts.

24 50. **Headings For Convenience Only.**

25 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
26 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

27 51. **Construction Of This Agreement.**

28 The Parties agree that the terms and conditions of this Settlement Agreement are the result

1 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
2 construed in favor of or against any Party by reason of the extent to which any Party, or her or its
3 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
4 entire agreement between the Parties. Except as expressly provided in this Agreement, this
5 Settlement Agreement has not been executed in reliance upon any other oral or written
6 representations or terms and no such extrinsic oral or written representations or terms will modify,
7 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
8 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
9 Procedure section 1856(a), which provide that a written agreement is to be construed according to
10 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiff
11 and Defendant had available to them the advice and assistance of independent counsel. As such,
12 neither Representative Plaintiff nor Defendant may claim that any ambiguity in this Settlement
13 Agreement should be construed against the other.

14 52. **Corporate Signatories.**

15 Any person executing this Settlement Agreement or any related document on behalf of a
16 corporate signatory warrants and promises for the benefit of all Parties that such person has been
17 duly authorized by such corporation to execute this Settlement Agreement or any related document.

18 53. **Representation By Counsel.**

19 All of the Parties hereto acknowledge that they have been represented by counsel throughout
20 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
21 has been executed with the consent and advice of counsel.

22 54. **Attorneys' Fees And Costs.**

23 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
24 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
25 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
26 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
27 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

28 ***

1 **IT IS SO AGREED:**

2 Dated: 9/29/2021

DocuSigned by:



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Olga Espinoza

4 Dated: 9/30/2021

K&M Meat Company, Inc.

DocuSigned by:



17E262B268D24FC

By: Felix Goldberg

Its: CEO

8 Dated: September 29, 2021

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 42:

By: 

Allen Feghali

MOON & YANG, APC.

Attorneys for Plaintiff Olga Espinoza, as an
individual, on behalf of himself and all aggrieved
employees

13 Dated: 9/29/2021

APPROVED AS TO FORM:

DocuSigned by:

By: 

Edson K. McClellan, Esq.

RUTAN & TUCKER, LLP

Attorneys for Defendant K&M Meat Company, Inc.