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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ANALISA LEONG-CALL and ERIC
INGALLS, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

MRB FOODS INC., a California Corporation;
SANJAY LILLANEY, an individual; CONNIE
GAMMON, an individual; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 34-2020-00287486

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

Filed: October 14, 2020
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Trial Date: None Set

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Attorneys for MRB FOODS INC., SANJAY LILLANEY
And CONNIE GAMMON

This Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement”) is made and entered into between the Plaintiffs Analisa Leong-Call and Eric Ingalls (“Plaintiffs”), on behalf of themselves, the Labor and Workforce Development Agency, and Aggrieved Employees, and Defendants MRB Foods Inc., Sanjay Lillaney and Connie Gammon (“Defendants”). This Agreement is subject to the terms and conditions set forth below and the approval of the Court.

1. DEFINITIONS

The following terms, when used in this Agreement, have the following meanings:

1.1 “Action” means the above stated lawsuit, *Leong-Call, et al. v. MRB Foods Inc., et al.*, Sacramento County Superior Court, Case No. 34-2020-00287486.

1.2 “Aggrieved Employee(s)” means current and former non-exempt employees of Defendants in California during the PAGA Claim Period.

1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation Regarding Class Action and PAGA Settlement and Release.

1.4 “Claim Amount” means an individual Qualified Claimant’s and Aggrieved Employee’s allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in Sections 1.21, 1.25, 5.5, and 5.8.

1.5 “Claims Administrator” means and refers to Simpluris, Inc., the third-party entity that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party class action settlement claims administrator agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The Parties each represent that they do not have any financial interest in the Claims Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict of interest.

1.6 “Claims Administrator Costs” means the fees and expenses reasonably incurred by the Claims Administrator as a result of the procedures and processes expressly required by this Agreement, and shall include all costs of administering the Agreement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Claims Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Class Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class

Members and/or Aggrieved Employees, Class Counsel, and Defendants' Counsel; all costs and fees associated with computing, processing, reviewing, and paying the Claim Amounts, and resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering Claim Amounts; and any other costs and fees incurred and/or charged by the Claims Administrator in connection with the execution of its duties under this Agreement.

1.7 "Class Counsel" means Galen T. Shimoda and Justin P. Rodriguez, of the Shimoda Law Corp., David Yeremian and Alvin B. Lindsay of Yeremian & Associates, Inc., and Walter Haines of United Employees Law Group PC.

1.8 "Class Member(s)" means current and former non-exempt employees of Defendants in California during the Class Period.

1.9 "Class Period" means from October 5, 2019 to up to either (1) the Preliminary Approval Date, or (2) November 6, 2021, whichever is earlier.

1.10 "Class Representatives" means Plaintiffs Analisa Leong-Call and Eric Ingalls.

1.11 "Class Representatives' Released Claims" means any and all complaints, action, claim, right, charge, demand, liability, obligation, promise and/or agreement of any kind or nature that the Plaintiffs have now, or might hereafter claim to have against Defendants which can be released as a matter of law. This release includes a Civil Code section 1542 waiver.

1.12 "Complaint" means the operative Complaint on file in the Action with the Court.

1.13 "Court" means the Sacramento County Superior Court.

1.14 "Defendants" means MRB Foods Inc., Sanjay Lillaney and Connie Gammon.

1.15 "Defendants' Counsel" means McCormick Barstow LLP.

1.16 "Enhancement Payment" means the amount approved by the Court to be paid to the Class Representatives in recognition of the time and effort expended on behalf of Class Members for the benefit

1 of Class Members, which is in addition to any Claim Amount paid to the Class Representatives as a
2 Qualified Claimant.

3 1.17 "Effective Date" means when a signed order granting final approval this Agreement has
4 been filed, provided there are no objections to the settlement that are not later withdrawn before final
5 approval is granted. If there are any objections that are not later withdrawn before final approval is
6 granted, the Effective Date shall be either (a) the 60th calendar day after a signed order granting final
7 approval of this Agreement has been filed provided no motion to vacate the judgment, appeal, writ or
8 other appellate proceeding having been filed; or (b) the seventh (7th) calendar day after any motion to
9 vacate the judgment, appeal, writ, or other appellate proceeding opposing the Agreement has been finally
10 dismissed with no material change to the terms of this Agreement and there is no right to pursue further
11 remedies or relief, whichever is later.

12 1.18 "Final Approval Date" means the date a signed order granting final approval of this
13 Agreement is filed with the Court.

14 1.19 "Gross Settlement Amount" is the sum of Two Hundred Thousand Dollars and No Cents
15 (\$200,000).

16 1.20 "LWDA" means the California Labor and Workforce Development Agency.

17 1.21 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for
18 distribution to Qualified Claimants, as described in this Agreement, after deduction of Plaintiffs' attorneys'
19 fees and litigation costs, Claims Administrator Costs, the PAGA Payment, and Enhancement Payment to
20 the Class Representatives.

21 1.22 "Notice of Settlement" means the document substantially in the form attached hereto as
22 Exhibit 1.

23 1.23 "Notice Period" means forty-five (45) calendar days from the initial mailing of the Notice
24 of Settlement to Class Members and Aggrieved Employees.

25 1.24 "PAGA" means Private Attorneys General Act.

26 1.25 "PAGA Payment" means the amount allocated from the Gross Settlement Amount towards
27 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*
28

1 1.26 “PAGA Claim Period” means October 5, 2019 to up to either (1) to the Preliminary
2 Approval Date or (2) November 6, 2021, whichever is earlier.

3 1.27 “Parties” mean Defendants and Plaintiffs.

4 1.28 “Preliminary Approval Date” means the date a signed order granting preliminary approval
5 of this Agreement is filed with the Court.

6 1.29 “QSF” means a Qualified Settlement Fund set up by the Claims Administrator for the
7 benefit of the Qualified Claimants and/or Aggrieved Employees and from which the payments under this
8 Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement shall remain
9 the property of Defendants until the payments required under the Agreement are made.

10 1.30 “Qualified Claimant” means any and all Class Members who have not made any timely
11 request to opt-out of the Agreement.

12 1.31 “Qualified Claimant’s Released Claims” means all claims contained in the operative
13 Complaint, and any additional wage and hour claims that could have been brought based on the facts
14 alleged in the operative Complaint, through the Class Period. This release excludes the release of claims
15 not permitted by law. The Qualified Claimant’s Released Claims exclude claims for workers’
16 compensation or unemployment insurance benefits. This release will cover all Class Members who do
17 not opt out.

18 1.32 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved
19 Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class
20 Members, workweeks shall be defined as the total length of service (in days) in California during the Class
21 Period divided by seven. For Aggrieved Employees workweeks shall be defined as the total length of
22 service (in days) in California during the PAGA Claim Period divided by seven. The calculation of a
23 Class Member’s and/or Aggrieved Employee’s workweeks and a determination as to whether a Class
24 Member and/or Aggrieved Employee was actively employed in California in a particular workweek shall
25 be construed from Defendants’ records.

26 1.33 “Released PAGA Claims” means all Private Attorneys General Act claims for civil
27 penalties contained in Plaintiffs’ letters to the LWDA and/or operative Complaint during the PAGA Claim
28 Period. Aggrieved Employees cannot opt out of this waiver of claims.

1.34 “Released Parties” means Defendants, as well as Defendants’ officers, shareholders, directors, agents, employees, attorneys, insurers, and any one acting on their behalf.

2. DESCRIPTION OF THE LITIGATION

On or about October 5, 2020, Plaintiff Leong-Call sent notice to the LWDA to exhaust administrative remedies under the PAGA for failure to pay overtime, wage statement violations, failure to pay final wages, unfair competition, failure to reimburse expenses, failure to pay accrued vacation, meal period violations and rest period violations, and failure to provide paid sick leave. On or about November 19, 2020 Plaintiff Ingalls sent notice to the LWDA to exhaust administrative remedied under the PAGA for failure to pay minimum wages and for all hours worked, failure to pay overtime, meal period violations, rest period violations, wage statement violations, untimely payment of wages, failure to pay final wages, failure to reimburse expenses, unfair competition, failure to keep accurate records and unlawfully collecting or receiving wages in violation of Labor Code section 221.

2.1 The LWDA did not respond to the notices within the statutorily required time frame and, as such, Plaintiffs became authorized to act as a Private Attorneys General on all alleged PAGA claims.

2.2 On or about October 14, 2020, Plaintiff Leong-Call filed a class action Complaint in Sacramento County Superior Court. Plaintiff Leong-Call filed a First Amended Complaint on approximately December 21, 2020 to add a PAGA cause of action based on the violations alleged in the October 5, 2020 notice to the LWDA. On or about November 19, 2020, Plaintiff Ingalls filed a class action Complaint in Sacramento County Superior Court. Plaintiff Ingalls filed a First Amended Complaint on approximately June 14, 2021 to add a PAGA cause of action based on the violations alleged in the October 5, 2020 notice to the LWDA. Plaintiffs filed a Second Amended Complaint on November 8, 2021.

2.3 Through informal discovery, Defendants and Defendants’ Counsel provided Class Counsel with copies of all applicable versions of its policies and procedures, employee handbook, information on Class Members including, but not limited to, Class Members’ dates of employment, job titles, restaurant location they worked at, total number of Class Members, as well as timecard data and paystubs for a randomly selected sample of Class Members.

1 2.4 On September 7, 2021, the Parties participated in a lengthy mediation with private mediator
2 Francis J. Ortman III. At the conclusion of the mediation, the Parties were able to come to a resolution.
3 At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

4 2.5 Discussions between Plaintiffs and Class Counsel, between counsel for the Parties,
5 document productions, extensive legal analysis, the provision of information by Defendants to Plaintiffs
6 and the detailed analysis of the records, including expert analysis, have permitted each side to assess the
7 relative merits of the claims and the defenses to those claims.

8 2.6 In the Action, Plaintiffs contend that Defendants violated California law by 1) failing to
9 incorporate the value of nondiscretionary bonuses into putative class members' regular rates of pay for
10 the purpose of calculating overtime wages and paid sick time; 2) failing to pay putative class members for
11 all hours worked, including overtime hours (requiring off the clock work pre and post shift and requiring
12 clock outs for meal periods not taken); 3) contacting putative class members on their personal cellphones
13 during shifts and failing to reimburse for cellphone use; 4) requiring putative class members to use their
14 personal vehicles to drive to other restaurants and make bank deposits and failing to reimburse mileage;
15 5) failing to authorize and permit all meal and rest periods (missed lunches, late lunches, and no second
16 lunch for shifts over 10 hours); and 6) failing to pay accrued but unused vacation wages upon separation.
17 Defendants have denied each of Plaintiffs' claims and Defendants have denied that this Action is
18 appropriate for class certification for anything other than settlement purposes. The agreed upon Gross
19 Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the
20 underlying claims and the class data supporting these claims. The Parties, with the assistance of the
21 mediator, also assessed appropriate discounts to the potential liability based on Defendants' factual and
22 legal contentions and defenses.

23 2.7 The Parties agree that the above-described investigation and evaluation, as well as
24 discovery and the information exchanged to date, are more than sufficient to assess the merits of the
25 respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs, Class
26 Counsel, Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be settled
27 in a manner and upon such terms and conditions set forth herein in order to avoid further expense,
28 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the

Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.

3. THE CONDITIONAL NATURE OF THIS AGREEMENT

3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. If the Court does not enter an order granting final approval of the Agreement, or if the Court's approval of the settlement is reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or the Final Approval Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

4. SCOPE OF THE CLASS

4.1 The scope of the class of individuals encompassed under the Agreement, who are entitled to all benefits as authorized under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Class Members as defined in Section 1.8 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in Section 7.5.1.

1 4.2 Individuals entitled to recover under this Agreement will include only those individuals
2 who are identified as being within the scope of this Agreement under Section 4.1.

3 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and
4 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name
5 did not appear on the class list provided to the Claims Administrator prior to mailing, may submit a data
6 request to the Claims Administrator. The data request must contain all of the following information: (a)
7 the full name and, if applicable, Social Security Number of the individual making the request; (b) the
8 name used by such employee as of the time his or her employment with Defendants ended; (c) the years
9 during which such employee was employed with Defendants; and (d) a return address to which a response
10 may be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or
11 otherwise submitted to the Claims Administrator such that it is received before the conclusion of the
12 Notice Period. Upon receipt of any data requests, the Claims Administrator shall promptly (in no event
13 more than two business days) transmit the data requests to Defendants' Counsel and request that
14 Defendants review their records.

15 4.4 If Defendants do agree that the person listed in a data request is a Class Member and/or
16 Aggrieved Employee, the Claims Administrator shall promptly mail a Notice of Settlement to the person
17 who submitted the data request, at the address designated for that purpose in the data request. All
18 provisions of this Agreement relating to the Notice of Settlements shall apply to Notice of Settlements
19 sent in response to data requests, and any person who submits a data request and is sent a Notice of
20 Settlement in response shall be treated by the Claims Administrator as a Class Member and/or Aggrieved
21 Employee for all other purposes.

22 4.5 If Defendants do not agree that the person listed in a data request is a Class Member and/or
23 Aggrieved Employee, Defendants' Counsel and Class Counsel shall attempt to resolve any such dispute
24 in good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request
25 dispute. Defendants' records shall control unless the individual submitting the data request provides
26 persuasive evidence to doubt the accuracy of those records (such as wage statements or W-2s). Each data
27 request dispute that Defendants' Counsel and Class Counsel cannot timely resolve shall be resolved by the
28 Claims Administrator. The Claims Administrator must accept and weigh all the evidence provided in a

1 good faith attempt to resolve the dispute. The Claims Administrator must resolve any dispute submitted
2 to it within seven (7) calendar days after Defendants' Counsel and Class Counsel submit the dispute to the
3 Claims Administrator. The decision by the Claims Administrator shall be final and there shall be no right
4 of appeal.

5 **5. TERMS OF THE SETTLEMENT**

6 The Parties agree as follows:

7 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
8 Section 6, Defendants shall pay the Gross Settlement Amount (\$200,000). Funding of the Gross
9 Settlement Amount shall occur within twenty-one (21) days after the Effective Date. The Gross
10 Settlement Amount includes payments to Qualified Claimants, Aggrieved Employees, all attorneys' fees,
11 costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs
12 incurred in documenting the Agreement, administering the Agreement (including Claims Administrator
13 Costs), and obtaining final approval of the Agreement, the Enhancement Payment to the Class
14 Representatives and the PAGA Payment. Any monies necessary to satisfy Defendants' tax obligations
15 (e.g. employer FICA, FUTA and SDI contributions on wage payments) on any monies distributed to
16 Qualified Claimants will be paid in addition to the Gross Settlement Amount.

17 5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of
18 35% or \$70,000 of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount.
19 Defendants have agreed to not oppose Class Counsel's application for attorneys' fees so long as it does
20 not exceed the \$70,000 threshold. Class Counsel will also be entitled to reimbursement for advanced
21 litigation expenses not to exceed \$22,000, which shall be paid from the Gross Settlement Amount.
22 Defendants have agreed to not oppose Class Counsel's request for reimbursement for advanced litigation
23 expenses so long as they do not exceed the \$22,000 threshold. The Claims Administrator will issue Class
24 Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that
25 the Court awards less than the requested attorney's fees and/or costs, the portion of the requested amounts
26 not awarded to Class Counsel shall be added to the Net Settlement Amount to be distributed to Qualified
27 Claimants on a pro rata basis.
28

1 5.3 Claims Administrator Costs: The Claims Administrator Costs shall be paid from the Gross
2 Settlement Amount and shall not exceed \$15,000. The difference between any actual costs and the
3 allocated \$15,000 shall be added to the Net Settlement Amount.

4 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiffs, shall apply to the Court for
5 an Enhancement Payment to the Class Representatives in an amount not to exceed Ten Thousand Dollars
6 and No Cents (\$10,000) each to compensate for the risks, time, and expense of their involvement in the
7 Action and securing the benefits of this Agreement for Class Members. The Enhancement Payment is in
8 addition to the Claim Amount Plaintiffs would otherwise be due under the Agreement as a Qualified
9 Claimant. Defendants have agreed to not oppose Class Counsel's request for an Enhancement Payment
10 to Plaintiffs so long as it does not exceed the amount stated herein. The Enhancement Payment will be
11 designated as a non-wage payment and reported on an IRS Form 1099. In the event that the Court awards
12 less than the Enhancement Payment amount requested, then any portion of the requested amount not
13 awarded to the Class Representatives shall be added to the Net Settlement Amount to be distributed to
14 Qualified Claimants on a pro rata basis.

15 5.5 PAGA Payment: Ten Thousand Dollars and No Cents (\$10,000) of the Gross Settlement
16 Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA
17 Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees
18 on a pro rata basis as described below in Section 5.5. Any amount not approved by the Court for the
19 allocated PAGA Payment shall be added to the Net Settlement Amount to be distributed to Qualified
20 Claimants on a pro rata basis.

21 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or
22 PAGA Payment allocated to Qualified Claimants and/or Aggrieved Employees that were not claimed by
23 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
24 donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc. and the Center for Workers' Rights. No portion of
25 the Gross Settlement Amount will revert to Defendants for any reason.

26 5.7 No Additional Benefits Contributions: All Claim Amounts paid to Qualified Claimants
27 and Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were
28 actually received. It is expressly understood and agreed that the receipt of such Claim Amounts will not

entitle any Qualified Claimant or Aggrieved Employee to any new or additional compensation or benefits under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Qualified Claimant Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Claim Amounts provided for in this Agreement are the sole payments to be made by Defendants to the Qualified Claimants and Aggrieved Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

5.8 Pro Rata Distribution Formula: Payment to Qualified Claimants and Aggrieved Employees of their Claim Amount will not require the submission of a claim form. A Net Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for approved attorneys' fees and costs, any Enhancement Payment to the Class Representatives, the Claims Administrator Costs, and the PAGA Payment. Each Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

5.9 Tax Allocation: The Parties recognize that the Claim Amounts to be paid to Qualified Claimants and/or Aggrieved Employees reflect a settlement of a dispute over claimed penalties and wages. The Claims Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Qualified Claimants as wages as well as calculating all required withholdings and deductions from said wage payments. The characterization of Claim Amounts to Qualified Claimants and Aggrieved Employees are as follows:

1 5.9.1 Ten percent (10%) of each Qualified Claimants' Claim Amount shall be allocated
2 for payment of disputed wages and shall be subject to required employer taxes. Qualified Claimants shall
3 receive an IRS Form W-2 for reporting of this portion of their Claim Amount.

4 5.9.2 Ninety percent (90%) of each Qualified Claimants' Claim Amount shall be
5 allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes. This
6 portion of the Claim Amount consists of other income, not wages, for which the Qualified Claimants shall
7 receive an IRS Form 1099-MISC.

8 5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the
9 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted
10 for any taxes. This portion of the Claim Amount consists of other income, not wages, for which the
11 Aggrieved Employees shall receive an IRS Form 1099-MISC.

12 5.10 Qualified Claimants and Aggrieved Employees shall be solely responsible for the reporting
13 and payment of their share of any federal, state and/or municipal income or other taxes on payments made
14 pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants' Counsel free and
15 harmless from any claims resulting from treatment of such payments as non-taxable, including the
16 treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.
17 No party has made any representation to any of the other Parties as to the taxability of any payments
18 pursuant to this Agreement, including the payments to Qualified Claimants, the payments to Aggrieved
19 Employees, the payments to Class Counsel, the payments to the Class Representatives, the payroll tax
20 liability of Defendants, or the allocation of the Net Settlement Amount or PAGA Payment to wage and
21 non-wage income as provided in this Section, or otherwise as to tax implications of any provision of this
22 Agreement.

23 5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this
24 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
25 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
26 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount,
27 unless expressly provided otherwise herein. However, in the event this agreement is deemed null and
28 void as described in Section 3 because the Court, in its independent determination, finds that the

Agreement does not meet the standards for settlement approval, then Defendants and Plaintiffs shall be equally responsible for the costs of the Claims Administrator incurred between the date the Agreement was executed and the date of such event.

5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement only, certification of the class as defined in Section 1.8 and 4.1 is appropriate and the requisites for establishing class certification have been met and are met.

5.13 Adequacy of Class Counsel and Class Representatives: The Parties agree that, for purposes of settlement only, Class Counsel and Plaintiffs are adequate representatives for Class Members and Aggrieved Employees.

6. RELEASE

6.1 Release of Claims by Qualified Claimants: Upon the Effective Date, all Qualified Claimants will be deemed to fully, finally and forever release Qualified Claimant's Released Claims as to all Released Parties. In addition, on the Effective Date, all Qualified Claimants and their successors in interest will be permanently enjoined and forever barred from prosecuting any of Qualified Claimant's Released Claims against any of the Released Parties.

6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA Claims against any of the Released Parties.

6.3 Release by Plaintiffs: Upon the Effective Date, Plaintiffs will be deemed to fully, finally and forever release the Qualified Claimant's Released Claims, Released PAGA Claims, and Class Representatives' Released Claims as to all Released Parties. In addition, Plaintiffs will release Released Parties from any and all complaints, action, claim, right, charge, demand, liability, obligation, promise and/or agreement of any kind or nature that the Plaintiff has now, or might hereafter claim to have against Defendants which can be released as a matter of law. This release includes a Civil Code section 1542 waiver, and Plaintiffs understand and agree that this release is intended to include all claims, if any, which Plaintiff may have against Defendants, including those which he/she does not now know or suspect to

1 exist in his favor. Consequently, Plaintiffs specifically waive California Civil Code Section 1542, which
2 states:

3 "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
4 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
5 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
6 RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE
7 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
8 DEBTOR OR RELEASED PARTY."

9 Plaintiffs further understand and agree that if they file a charge or complaint with any state or
10 federal government agency, have filed a charge or complaint with any state or federal government
11 agency, or if any state or federal government agency independently pursues any relief on behalf of
12 Plaintiffs, Plaintiffs are, to the extent permissible by law, hereby waiving their right to recover
13 monetary damages or injunctive relief specific to Plaintiffs.

14 7. SETTLEMENT ADMINISTRATION

15 7.1 Duties of Claims Administrator: The Claims Administrator shall be responsible for: 1)
16 receiving Class Member and Aggrieved Employee contact information and confirming addresses are
17 valid; 2) calculating estimated Claim Amounts and any and all taxes associated with the Claim Amounts,
18 including Employer taxes; 3) taking appropriate steps to trace and locate any individual Class Members
19 and Aggrieved Employee whose address or contact information as provided to the Claims Administrator
20 is inaccurate or outdated and mailing the Notice of Settlement to Class Members; 4) providing notification
21 to the appropriate state and federal officials of this Agreement as required under the law; 5) receiving,
22 independently reviewing, and resolving any challenges (in consultation with Class Counsel and
23 Defendants' Counsel) from Class Members or Aggrieved Employees, including any associated
24 documentation, regarding their Qualified Workweek calculations; 6) receiving and serving on Class
25 Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or any opt out
26 statements; 7) establishing a toll free telephone line and responding to inquiries and requests for
27 information or assistance from Class Members and/or Aggrieved Employees; 8) maintaining a QSF; 9)
28 determining and paying the final amounts due to be paid under the Agreement after resolution of all
challenges, disputes, opt-outs, awarded attorneys' fees and costs, Claims Administrator Costs, PAGA
Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability

1 to locate Class Members or Aggrieved Employees; 10) determining the validity of any disputes or late
2 opt-outs by previously unidentified Class Members or Aggrieved Employees; 11) paying any residual
3 funds from uncashed checks; 12) reporting to Class Counsel and Defendants' Counsel regarding the
4 statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the
5 number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the
6 number of total undeliverable Notice of Settlements; (e) the number of address traces performed for
7 undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced
8 addresses; (g) the number of total objections received; (h) the number of opt-out requests received; (i) the
9 number of disputes received; (j) the number of disputes resolved; 13) providing a declaration to the Court
10 regarding the final statistics of the administration and compliance with all payment obligations under the
11 Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Claim Amounts to
12 Qualified Members and Aggrieved Employees; and 15) carrying out other related tasks as necessary to
13 effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Claims
14 Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which
15 will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and
16 obligations contemplated by the Agreement have been fully executed.

17 7.2 Notice to Class Members and Aggrieved Employees: The Notice of Settlement will
18 provide Class Members and Aggrieved Employees with a summary of the terms and conditions of the
19 Agreement, how to participate in the settlement, how to object to the Agreement, how to dispute the
20 individual's Qualifying Workweeks, and how to opt-out from the Agreement. The Notice of Settlement
21 will also inform Class Members and Aggrieved Employees of the Gross Settlement Amount, Net
22 Settlement Amount, proposed attorneys' fees and costs allocations, any proposed Enhancement Payments,
23 proposed Claims Administrator Cost allocations, proposed PAGA Payment allocations, the scope of the
24 class, the nature and extent of the released claims, dates set for a fairness hearing and hearing on Class
25 Counsels' motion for attorneys' fees and costs. The Notice of Settlement shall include information
26 regarding Class Member's and Aggrieved Employee's estimated Claim Amount.

27 7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the
28 Preliminary Approval Date, Defendants shall provide the Claims Administrator with the name, last known

mailing address, last known telephone number, Social Security Number, start and end date of employment (if any) of each Class Member, and any other information the Claims Administrator needs to effectuate notice to Class Members and Aggrieved Employees as outlined herein. The Claims Administrator shall review the data to determine the number of Qualifying Workweeks for each Class Member and Aggrieved Employee. No later than fourteen (14) calendar days after receipt of such address information, the Claims Administrator will perform a national change of address ("NCOA") search, update the addresses per the results of the NCOA search, and then mail the Notice of Settlement, substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved Employee by first-class mail, postage prepaid. The Claims Administrator shall maintain all information received from Defendants confidential to itself, and Defendants' Counsel. However, Class Counsel shall be able to review the breakdown of Qualified Workweeks and estimated Claim Amounts for Class Members and Aggrieved Employees prior to mailing for quality assurance provided the personal identifying information is redacted and/or omitted.

7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement is returned to the Claims Administrator as non-delivered on or before the conclusion of the Notice Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5) calendar days. If no forwarding address is provided, then the Claims Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer or other search using the name, address and/or Social Security number of the individual involved, and shall then perform a single re-mailing within five (5) calendar days. Following each search that does not result in a corrected address, for those Class Members who appear to be current employees of Defendants at the time of the Preliminary Approval Date, the Claims Administrator shall contact Defendants' Counsel for assistance and Defendants shall cooperate in good faith with the Claims Administrator's reasonable efforts to obtain valid mailing addresses for Class Members to the extent they are active employees of Defendants. In the event the Notice of Settlement is forwarded to a new address and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out, dispute, or objection shall be the end of the Notice Period or 10 days from the date of the re-mailing, whichever is later. In the event the procedures in this Section are followed and the Class Member does not timely and properly request to opt-out, the Class Member shall be bound by all terms of the Agreement, including the Releases contained in Section 6.

1 7.5 Responses to Notice of Settlement:

2 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish
3 to exclude themselves from the Agreement must submit a request to opt-out as provided in this Section.
4 The request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that
5 he or she does not want to be a Class Member, does not want to participate in the settlement, and/or wants
6 to be excluded from the settlement; (c) identify the case name and number (i.e. Leong-Call, et al. v. MRB
7 Foods Inc., et al., 34-2020-00287486); (d) be signed; and (e) be post-marked no later than the conclusion
8 of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must personally
9 sign the request to opt-out. No request to opt-out may be made on behalf of a group of Class Members.
10 The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine
11 whether a request to opt-out has been timely submitted. Any Class Member who requests to opt-out of
12 the Agreement will not be entitled to any benefit of the Agreement or any portion of the Net Settlement
13 Amount, will not be bound by the Agreement, nor will they have any right to object, appeal or comment
14 thereon. Class Members who fail to submit a valid and timely request to opt-out shall be bound by all
15 terms of the Agreement and any order or final judgment thereon, regardless of whether they otherwise
16 have requested to opt-out of the Agreement. Aggrieved Employees cannot opt out of this Agreement as
17 it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a
18 Class Member.

19 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who wishes
20 to object to this Agreement or otherwise to be heard concerning this Agreement shall send their written
21 objections to the Claims Administrator and also serve copies of the objections on Class Counsel and
22 Defendants' Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny
23 the Agreement, not change the terms of the Agreement. The objection must (a) state the Class Member's
24 full name and date of birth; (b) provide evidence that the individual is, in fact, a Class Member; (c) state
25 the reasons for the objection(s), including any legal analysis and/or supporting documentation; (d) identify
26 the case name and number (i.e. Leong-Call, et al. v. MRB Foods Inc., et al., 34-2020-00287486) (e) be
27 signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline
28 stated in Section 7.4. The objecting Class Member must also file a notice of intent to appear with the

1 Court and serve the notice on Class Counsel and Defendants' Counsel, if they intend to appear at the final
2 approval hearing.

3 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
4 Workweeks on the Notice of Settlement shall contact the Claims Administrator. The dispute must (a)
5 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute;
6 (c) be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing
7 timeline stated in Section 7.4. The Claims Administrator shall promptly (in no event more than two
8 business days) forward all such disputes to Defendants' Counsel and request that Defendants review the
9 dispute. Defendants' records shall presumptively control unless the Class Member can produce
10 documentation evidencing other periods of employment worked. If Defendants do agree with submitted
11 information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with
12 their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that
13 Class Member's Claim Amount. If Defendants do not agree with the submitted information, Defendants'
14 Counsel will promptly advise Class Counsel of the dispute, which includes turning over any
15 documentation submitted by the Class Member as part of the dispute. Defendants' Counsel and Class
16 Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class
17 Counsel being advised of the dispute. Each dispute that Defendants' Counsel and Class Counsel cannot
18 timely resolve shall be resolved by the Claims Administrator or Court.

19 7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,
20 objection, or dispute is received on or before the conclusion of the Notice Period, the Claims Administrator
21 shall mail a letter to the Class Member within five (5) calendar days informing them of the deficiency. If
22 a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure the deficiency
23 shall be the end of the Notice Period or 10 days from the date of the deficiency letter, whichever is later.

24 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
25 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and
26 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class
27 Counsel or Defendants' Counsel to provide notice of the proposed Agreement.

1 7.7 Claims Administrator Declaration Regarding Notice Period: Within twenty-one (21) days
2 after the conclusion of the Notice Period, the Claims Administrator shall provide Class Counsel and
3 Defendants' Counsel with a signed declaration under penalty of perjury providing a complete and detailed
4 report regarding the statistics and responses of settlement administration to date and all the Claims
5 Administrators' obligations under Sections 5.8 to 5.9-5.9.3, 7.1 to 7.5.4, and 7.9.

6 7.8 Claims Administrator Payments to Qualified Claimants, Class Counsel and Plaintiffs:
7 Within seven (7) calendar days after the Final Approval Date and the Court's determination of the amount
8 of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to Plaintiffs, the
9 PAGA Payment, and Claims Administrator Costs, the Claims Administrator shall calculate the final Net
10 Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any
11 applicable taxes thereon, and report the results of these calculations Class Counsel and Defendants'
12 Counsel. Defendants shall wire the Gross Settlement Amount and applicable taxes necessary to fund the
13 Settlement as described in Section 5.1 to the Claims Administrator within twenty-one (21) days after the
14 Effective Date to be to be held in trust in a QSF. Within 7 calendar days after funding, the Claims
15 Administrator shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement
16 Payment payable to Plaintiffs, the 75% portion of the PAGA Payment payable to the LWDA, Claims
17 Administrator Costs, and payment to Qualified Claimants and/or Aggrieved Employees as required under
18 this Agreement and approved by Court.

19 7.8.1 The Claims Administrator shall wire the Court-approved attorneys' fees and costs
20 to Class Counsel unless other method is requested by Class Counsel. Class Counsel shall provide the
21 Claims Administrator with the pertinent taxpayer identification number and payment instructions after the
22 Final Approval Date.

23 7.8.2 The Claims Administrator shall send a check by mail for the Court-approved
24 Enhancement Payment to the Class Representatives, care of Class Counsel unless other method is
25 requested by Class Counsel.

26 7.8.3 Only Qualified Claimants and Aggrieved Employees will receive their Claim
27 Amount.
28

7.8.4 The Claims Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this Agreement. Defendants agree to reasonably cooperate with the Claims Administrator to the extent necessary to determine the amount of the payroll tax payment required.

7.9 Settlement Check Expiration and Uncashed Checks: The Claims Administrator shall issue Claim Amounts to Qualified Claimants and Aggrieved Employees in the form of a check, which shall become null and void if not deposited within one hundred twenty (120) calendar days of issuance. After one hundred twenty (120) calendar days of issuance, the checks shall be voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The Claims Administrator shall deliver these funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Claims Administrator Declaration Regarding Compliance and Settlement Administration: Within twenty-one (21) days after the last day for Qualified Claimants and Aggrieved Employees to cash their settlement checks, the Claims Administrator shall provide Class Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration documenting that all payments under the Agreement have been made, that the Court's final approval order has been complied with, and that all the obligations of the Claims Administrator have been completed.

8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Class Members, and sets further hearings. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

Last day for Defendants to provide Claims Administrator with Class Member information	Within 14 calendar days after the Preliminary Approval Date
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1 2 3	Last day for Claims Administrator to complete NCOA search, update Class Member mailing information, and mail Notice of Settlement	Within 14 calendar days after the Claims Administrators' receipt of Class Members' information from Defendants
4 5	Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
6 7 8	Last day for Claims Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 21 calendar days after end of the Notice Period
9 10 11 12	Last day for Claims Administrator to calculate the final Net Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations Class Counsel and Defendants' Counsel	Within 7 days after the Final Approval Date
13 14 15	Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
16 17 18 19	Last day for Claims Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Claims Administrator Costs, payment to Qualified Claimants, and payment to Aggrieved Employees	Within 7 calendar days of the settlement being funded
20 21 22	Last day for Qualified Members and Aggrieved Employees to cash settlement checks	120 days after issuance of checks to Qualified Members and Aggrieved Employees
23 24	Last day for Claims Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 days after settlement check cashing deadline
25 26 27 28	Last day for Claims Administrator to provide Parties with compliance declaration	Within 21 days after settlement check cashing deadline

1 **9. DUTIES OF THE PARTIES**

2 9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed
3 motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this
4 Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class
5 action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of
6 any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may
7 be requested by the Court relating to, or that are otherwise necessary to the approval and implementation
8 of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement
9 purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to
10 the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final
11 approval. Within one week of signing this Agreement Class Counsel shall provide a draft of the
12 Preliminary Approval Motion to Defendants' Counsel. Defendants' Counsel will provide comments
13 and/or proposed revisions within one week after receipt of the draft Preliminary Approval Motion from
14 Class Counsel. With regard to the final approval documents, a similar one-week maximum review and
15 response time shall be observed by the Parties. The Parties will request that the Court's preliminary
16 approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and
17 PAGA Settlement.

18 9.1.1 Plaintiffs' motion shall seek an order: 1) Preliminarily approving the Agreement; 2)
19 Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the
20 Notice of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily
21 appointing Plaintiffs and Class Counsel as representatives of Class Members; 5) Preliminarily approving
22 settlement administration services to be provided by the Claims Administrator; 6) Preliminarily approving
23 the proposed Enhancement Payment to Plaintiffs; 7) Preliminarily approving the application for payment
24 of reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8)
25 Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally
26 approved as fair, reasonable and adequate as to the Class Members.

27 9.1.2 Defendants shall not oppose Plaintiffs' motion for approval of the proposed
28 Agreement.

1 9.1.3 The Parties shall cooperate with each other and the Claims Administrator during
2 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
3 appropriate to assure effective communication to individual Class Members of information about their
4 rights and obligations under this Agreement.

5 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
6 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
7 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the
8 Agreement, a declaration by the Claims Administrator of due diligence and proof of mailing of the Notice
9 of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results of
10 the Claim Administrator's mailings including tracing and re-mailing efforts.

11 9.2.1 Class Counsel will submit a proposed order and judgment for final approval, which
12 shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair,
13 reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving the
14 payment of an Enhancement Payment to the Class Representatives; 3) Approving Class Counsel's
15 application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4)
16 Approving the Claims Administrator Costs; and 5) Providing that the Court will retain jurisdiction to
17 oversee administration and enforcement of the terms of the Agreement and the Court's orders.

18 9.2.2 Following entry of the Court's Order granting final approval of the Agreement, the
19 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the
20 following: 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside
21 the judgement be filed, all parties will support the final approval order on appeal or otherwise; 2) Class
22 Counsel will assist the Claims Administrator as needed or requested in the process of identifying and
23 locating Qualified Claimants and Aggrieved Employees entitled to payments under the Agreement and
24 assuring delivery of such payments; 3) Class Counsel and Defendants' Counsel will cooperate with each
25 other and assist the Claims Administrator as needed or requested in completing the distribution of any
26 residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with
27 the Claims Administrator, will certify to the Court completion of all payments required to be made by this
28 Agreement.

1 9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness
2 hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action
3 and PAGA Settlement and Final Judgment.

4 9.4 Notice to LWDA: Plaintiffs agrees to provide notice to the Labor and Workforce
5 Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

6 **10. MISCELLANEOUS TERMS**

7 10.1 Defendant's Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date,
8 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance
9 with the provisions of the Agreement, Defendants may, at their election, rescind the Agreement and all
10 actions taken in its furtherance will be thereby null and void. Defendants must exercise this right of
11 rescission, in writing, to Class Counsel, within seven (7) calendar days after the Claims Administrator
12 notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then any Claims
13 Administrator Costs shall be paid by Defendants. Defendants have represented that there are no more
14 than 9,194 workweeks during the Class Period. In the event the number of workweeks during the Class
15 Period is more than 10,113 (*i.e.*, greater than 10% more than 9,194), then the Gross Settlement Amount
16 shall be increased proportionally by the workweeks in excess of 10,113, multiplied by the pay period
17 value. For example, if there were 11,900 workweeks represented to exist during the Class Period, but
18 there are actually 15,000 workweeks in the Class Period, and the actual workweek value is \$5.00 per
19 workweek, Defendants would have to increase the Gross Settlement Amount by \$15,500.00 (15,000
20 workweeks – 11,900 workweeks = 3,100 workweeks x \$5.00/workweek).

21 10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
22 THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT
23 OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND
24 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
25 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
26 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
27 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
28 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT

1 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
2 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
3 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
4 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
5 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
6 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
7 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
8 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
9 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
10 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
11 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
12 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
13 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
14 BY THIS AGREEMENT.

15 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
16 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
17 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
18 and discharged in this Agreement.

19 10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by
20 signing this Agreement Defendants are waiving any rights to appeal from the Court's approval of the
21 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
22 Plaintiffs are waiving any right or ability to opt out of this Agreement during the Notice Period or
23 otherwise.

24 10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
25 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
26 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.
27
28

1 10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Final Approval Date,
2 judgment will be entered according to this Agreement, with the Court to retain jurisdiction over the parties
3 to enforce the terms therein.

4 10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
5 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to,
6 execution of such other documents and the taking of such other action as may reasonably be necessary to
7 fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including
8 all efforts contemplated by this Agreement and any other efforts that may become necessary by Court
9 order, or otherwise, to effectuate this Agreement and the terms set forth herein.

10 10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendants of
11 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
12 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the
13 Complaint, the representative character of the Action, the validity of any of the claims that were or could
14 have been asserted by Plaintiffs and/or Class Members in the Action, or of any liability or guilt of
15 Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
16 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Class Members,
17 or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or
18 wrongdoing toward Plaintiffs, the Class Members, or any other person. Each of the Parties has entered
19 into this Stipulation with the intention to avoid further disputes and litigation.

20 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
21 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
22 the third business day after mailing by United States certified mail, return receipt requested, addressed as
23 follows:

24 To Plaintiffs and the Class:

25 Galen T. Shimoda
26 Justin P. Rodriguez
27 Brittany V. Berzin
28 Shimoda Law Corp.
 9401 East Stockton Blvd., Suite 120
 Elk Grove, CA 95624

To Defendants:

Laura A. Wolfe
McCormick Barstow LLP
7647 North Fresno Street
Fresno, CA 93720
Telephone: (55) 433-2160
Facsimile: (559) 433-2300

10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

10.11 Binding Effect of Agreement: The Parties, by signing this Agreement, are bound by the terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement. This Stipulation shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, Claims Administrators, successors, and assigns.

10.12 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiffs, may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement Amount except as expressly provided in this Agreement. The Parties stipulate and agree that the Sacramento County Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

10.13 No Modifications: This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be discharged except by performance in accordance with its terms.

10.14 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this

1 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of
2 this Agreement.

3 10.15 Class Member Signatories: Because the Action has not yet been certified, and the Class
4 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
5 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
6 may be executed on behalf of all Class Members by the Class Representatives.

7 10.16 Counterparts: This Agreement shall become effective upon its execution by all of the
8 undersigned. Plaintiffs, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement
9 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed
10 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
11 and effect of originals.

12 10.17 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
13 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and
14 the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance
15 with, and governed by, the substantive laws of the State of California without giving effect to that State's
16 choice of law principles.

17 10.18 Headings and Captions: Section titles or captions contained in the Agreement are inserted
18 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
19 this Agreement, or any provision thereof.

20 10.19 No Retaliation or Discouragement: The Parties agree they will take no action that could
21 be construed as retaliation against any Class Members for participating or seeking to participate in this
22 class action settlement. The Parties will not discourage any class member from participating or seeking
23 to participate in this class action settlement. This is a material term of the Agreement and non-breaching
24 Parties will seek court intervention if this provision is breached. Should non-breaching Party prevail, they
25 shall be entitled to further attorneys' fees and costs.

26 10.20 Integrated Agreement: This Agreement sets forth the entire understanding between the
27 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
28 Each party acknowledges that there is no representation, inducement, promise or agreement which has

1 been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement,
 2 which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent
 3 that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

4 10.21 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to
 5 the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

6 10.22 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
 7 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
 8 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

9 10.23 Waiver of Compliance: No waiver of any condition or covenant contained in this
 10 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
 11 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

12 10.24 Captions: The captions and section numbers in this Agreement are inserted for the reader's
 13 convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this
 14 Agreement.

15 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
 16 attorneys, as of the day and year herein set forth.

17 **For Plaintiffs:**

18 Date: 12/15/2021

19 _____

DocuSigned by:



002B078B1A0B47C...
 Analisa Leong-Call

20
 21 Date: _____

 Eric Ingalls

22
 23 **For Defendants:**

24 Date: _____

 By:
 For MRB Foods Inc.

25
 26
 27 Date: _____

 Sanjay Lillaney

1 been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement,
 2 which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent
 3 that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

4 10.21 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to
 5 the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

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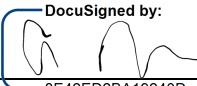
15 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
 16 attorneys, as of the day and year herein set forth.

17 **For Plaintiffs:**

18 Date: _____

19 _____
 20 Analisa Leong-Call

21 Date: 12/16/2021

22 
 23 Eric Ingalls

24 **For Defendants:**

25 Date: _____

26 _____
 27 By:
 28 For MRB Foods Inc.

Date: _____

Sanjay Lillaney

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13 convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this
14 Agreement.

15 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
16 attorneys, as of the day and year herein set forth.

17 **For Plaintiffs:**

18 Date: _____

19 Analisa Leong-Call

20 Date: _____

21 Eric Ingalls

22 **For Defendants:**

23 Date: 12.15.21

24 By: Sanjay Lillan President
25 For MRB Foods Inc.

26 Date: 12.15.21

27 Sanjay Lillan

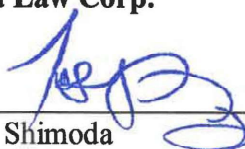
Date: _____

Connie Gammon

APPROVED AS TO FORM

Shimoda Law Corp.

Dated: 12/15/21

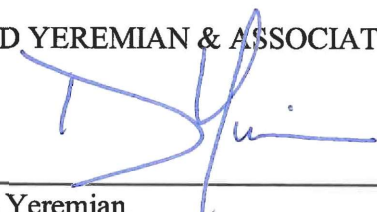
By: 

Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorney for Plaintiff Leong-Call

APPROVED AS TO FORM

DAVID YEREMIAN & ASSOCIATES, INC.

Dated: 12/17/21

By: 

David Yeremian
Alvin B. Lindsay
Attorney for Plaintiff Ingalls

APPROVED AS TO FORM

UNITED EMPLOYEES LAW GROUP, PC

Dated: 12/20/21

By: 

Walter Haines
Attorney for Plaintiff Ingalls

APPROVED AS TO FORM

MCCORMICK BARSTOW LLP

Dated: _____

By: _____
Laura A. Wolfe
Attorney for Defendants

1
2 Date: 12/14/21

C. Gammon
Connie Gammon

4 APPROVED AS TO FORM

Shimoda Law Corp.

6 Dated: _____

By: _____
Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorney for Plaintiff Leong-Call

8 APPROVED AS TO FORM

DAVID YEREMIAN & ASSOCIATES, INC.

10 Dated: _____

By: _____
David Yeremian
Alvin B. Lindsay
Attorney for Plaintiff Ingalls

12 APPROVED AS TO FORM

UNITED EMPLOYEES LAW GROUP, PC

14 Dated: _____

By: _____
Walter Haines
Attorney for Plaintiff Ingalls

16 APPROVED AS TO FORM

MCCORMICK BARSTOW LLP

18 Dated: 12/15/2021

By: LAW
Laura A. Wolfe
Attorney for Defendants

EXHIBIT 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

ANALISA LEONG-CALL and ERIC INGALLS,
individually and on behalf of all other similarly
situated employees,

Plaintiffs,

vs.

MRB FOODS INC., a California Corporation;
SANJAY LILLANEY, an individual; CONNIE
GAMMON, an individual; and DOES 1 to 100,
inclusive,

Defendants.

Case No. **34-2020-00287486**

CLASS ACTION

**NOTICE OF PROPOSED CLASS ACTION
AND PAGA SETTLEMENT, AND HEARING
DATE FOR FINAL COURT APPROVAL OF
SETTLEMENT**

ATTENTION: Current and former non-exempt employees of Defendants in California from October 5, 2019 to _____ (the "Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

Pursuant to an order from the Sacramento County Superior Court ("Court") granting preliminary approval of this class action settlement, entered on _____, you are receiving notice of a proposed class action settlement between Plaintiffs Analisa Leong-Call and Eric Ingalls ("Plaintiffs" or "Class Representatives") and Defendants MRB Foods Inc., Sanjay Lillaney and Connie Gammon ("Defendants") on behalf of Class Members as defined above. You are receiving this notice because Defendants' records indicate you fall within the definition of "Class Member." Defendants' records also indicate that you worked _____ workweeks during the applicable Class Period (as defined below), which means your share of the settlement proceeds is estimated to be _____. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

Plaintiffs Analisa Leong-Call and Eric Ingalls, former employees, filed a Complaint against Defendants in the California Superior Court for the County of Sacramento on behalf of themselves and Class Members. The term "Action" means this putative class action pending in the Superior Court of California for the County of Sacramento, Case No. 34-2020-00287486. The Class Period is October 5, 2019 to _____ (the "Class Period").

In the Action, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves and Class Members. Plaintiffs alleged that Defendants violated California law by 1) failing to incorporate the value of nondiscretionary bonuses into putative class members' regular rates of pay for the purpose of calculating overtime wages and paid sick time; 2) failing to pay putative class members for all hours worked, including overtime hours (requiring off the clock work pre and post shift and requiring clock outs for meal periods not taken); 3) contacting putative class members on their personal cellphones during shifts and failing to reimburse for cellphone use; 4) requiring putative class members to use their personal vehicles to drive to other restaurants and make bank deposits and failing to reimburse mileage; 5) failing to authorize and permit all meal and rest periods (missed

lunches, late lunches, and no second lunch for shifts over 10 hours); and 6) failing to pay accrued but unused vacation wages upon separation. Defendants have denied all of Plaintiffs' allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Parties have entered into a Joint Stipulation of Regarding Class Action PAGA Settlement and Release ("Agreement"), which has been preliminarily approved by the Court. The Agreement applies to any and all Class Members as defined above. "Class Member" does not include persons who submit valid request to opt out (as explained below). If you are a Class Member, you have the opportunity to participate in the settlement, or to exclude yourself ("opt out") from the settlement. This notice is to advise you of how you can either participate in the settlement or be excluded from the settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants agrees to pay a total sum of Two Hundred Thousand Dollars and No Cents (\$200,000) ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed 35% of the Gross Settlement Amount which equals \$70,000, attorneys' costs not to exceed \$22,000, Claims Administrator Costs estimated not to exceed \$15,000, Class Representatives' Enhancement Payment of \$10,000 each, and \$10,000 for alleged PAGA penalties (the "PAGA Payment"), which will result in a "Net Settlement Amount" for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member's share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$10,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees, which are defined as current and former non-exempt employees of Defendants in California from October 5, 2019 to _____.

The number of weeks you worked during the Class Period and your estimated share of the Net Settlement Amount and PAGA Payment ("Claim Amount") is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by participating Class Members, the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees' allocations for the PAGA claims.

B. Claim Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Claim Amounts through the Claims Administrator, as described below, to each Class Member who does not opt out of the settlement and to Aggrieved Employees. All Claim Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Claim Amounts payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 90% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC will issue and 10% for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Class Members who do not opt out and Aggrieved Employees will not require the submission of a claim form. Each Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. Receipt of the Claim Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Claims Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Claims Administrator. Defendants' records and any additional evidence will be reviewed by the Claims Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than _____. The dispute will be resolved by the Claims Administrator based on the records and evidence provided. The Claims Administrator's decision on all disputes will be final and binding.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released all claims contained in the operative Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the operative Complaint, through the Class Period.

Aggrieved Employees will be deemed to have released all Private Attorneys General Act claims for civil penalties contained in Plaintiffs' letters to the LWDA and/or operative Complaint during the PAGA Claim Period.

The individuals released ("Released Parties") means Defendants, as well as Defendants' officers, shareholders, directors, agents, employees, attorneys, insurers, and anyone acting on their behalf.

Class Members can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if Class Members have questions about the released claims and what they mean.

E. Attorneys' Fees and Costs

Defendants have agreed to pay Class Counsel's attorneys' fees and costs to be approved by the Court, up to a maximum of 35% of the Gross Settlement Amount which equals \$70,000, and attorneys' costs not to exceed \$18,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Gross Settlement Amount.

F. Reasonableness of Settlement

All attorneys for the Parties to the Action believe the amounts payable to Class Members, Aggrieved Employees, and amounts for attorneys' fees and costs requested are fair and reasonable. The Class Representatives and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement

If you wish to participate in the settlement and believe your workweek information is accurate, **you do not need to take any further action.** Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the settlement, you may be excluded (*i.e.*, "opt out") by submitting a timely written request to the Claims Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the settlement, and/or want to be excluded from this settlement; (c) identify the case

name and number (*i.e. Leong-Call, et al. v. MRB Foods Inc., et al.*, 34-2020-00287486); (d) be signed; and (e) be post-marked no later than _____. The request to opt out must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

[admin info]

The request to opt out must be postmarked no later than _____. If you submit a request to opt out which is not postmarked by _____, your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. If the request to opt out is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Claims Administrator, no longer be a Class Member and not receive their share of the class settlement payment. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the settlement, you can object to the terms of the Agreement. However, if the Court rejects your objection, you will still be bound by the terms of the Agreement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including any legal analysis and/or supporting documentation; (d) identify the case name and number (*i.e. Leong-Call, et al. v. MRB Foods Inc., et al.*, 34-2020-00287486) (e) be signed; and (f) be post-marked no later than _____. The objection must be sent to the Claims Administrator at the address identified in section III.B and to counsel for Plaintiffs and Defendants at the addresses identified in section IV of this notice.

If you have submitted a written objection as outlined above, you may also appear at the Final Approval Hearing, either in person or through your own attorney, to state your objection. However, you must file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiffs and Defendants. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

After final approval of the settlement has been granted by the Court, each and every Class Member who does not opt out of the settlement and Aggrieved Employee, will release Defendants and the Released Parties from the released claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the settlement, you will be deemed to have entered into this release and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this settlement. If the settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 54, 813 6th Street Sacramento, CA on _____ at 9:00 a.m. to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs. The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing, unless you wish to object to the settlement.

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VI. ADDITIONAL INFORMATION

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Shimoda Law Corp.
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff Analisa Leong-Call

Laura A. Wolfe
McCormick Barstow LLP
7647 North Fresno Street
Fresno, CA 93720
Telephone: (55) 433-2160
Facsimile: (559) 433-2300
On behalf of Defendants

David Yeremian
Alvin B. Lindsay
DAVID YEREMIAN AND ASSOCIATES, INC.
535 N. Brand Blvd., Suite 705
Glendale, California 91203
Telephone: (818) 230-8380
On behalf of Plaintiff Eric Ingalls

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT