

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIM

This Settlement Agreement and Release of PAGA Claim ("Settlement Agreement") is made by and between Plaintiff Veronica Buenrostro-Flores ("Plaintiff"), on behalf of herself and as a representative for the California Labor & Workforce Development Agency ("LWDA"), and Defendant Langer Juice Company, Inc. ("Defendant"), who may collectively be referred to herein as the "Parties," and each may be individually referred to as a "Party."

A. Definitions

The following terms, when used in this settlement agreement, shall have the following meanings:

1. "Action" or "Lawsuit" means *Veronica Buenrostro-Flores v. Langer Juice Company, Inc.*, Los Angeles Superior Court, Case Number: 21STCV01133.
2. "Agreement," "Stipulation," or "Settlement Agreement," mean this Settlement Agreement and Release of PAGA Claim, including any attached Exhibits.
3. "Attorneys' Fees and Costs" means the amount of \$100,000 (thirty-three and one-third percent of the Settlement Amount) which shall be allocated to Plaintiff's Counsel for attorneys' fees, and actual costs in the amount of \$13,851.26, all of which shall be paid out of the Gross Settlement Amount. This Settlement is not conditioned on approval of the Attorneys' Fees and Costs; in other words, this Settlement shall remain in full force and effect if the Court awards less than the requested Attorneys' Fees and Costs. If less than \$113,851.26 is awarded for Attorneys' Fees and Costs, the difference shall return to the Net Settlement Amount.
4. "Court" (or "Judge") means the Los Angeles Superior Court, the Honorable Upinder S. Kalra, judge presiding.
5. "Defendant" means Langer Juice Company, Inc.
6. "Defendant's Counsel" means Melissa T. Daugherty and Andrew J. Sokolowski of Lewis Brisbois Bisgaard & Smith LLP.
7. "Effective Date" means the date that the Court enters the Final Judgment and Order approving the PAGA settlement.
8. "Eligible Pay Period" means any pay period worked by a PAGA Employee during the PAGA Release Period.
9. "Final Approval Date" means the date that the Court enters the Final Order and Judgment.
10. "Final Order and Judgment" means the Court's order approving this Private Attorneys General Act of 2004 ("PAGA") Settlement and Final Judgment. The Final Order and Judgment will be submitted, substantially in the form attached hereto as **Exhibit 1**, in connection with the Stipulation for Approval of this Settlement.

11. “Gross Settlement Amount” means the maximum settlement amount that Defendant will pay in connection with this Settlement, which is \$300,000.00. This is a non-reversionary Settlement; no portion of the Gross Settlement Amount will return to Defendant under any circumstances.

12. “Installment Payment” or “Installment Payments” means the three (3) separate payments that Defendant shall issue to the Settlement Administrator according to the timeline and schedule set forth in Section F(3) *infra*, and which collectively equal the Gross Settlement Amount.

13. “LWDA Settlement Proceeds” means the seventy-five percent (75%) of the Net Settlement Amount that shall be paid to the Labor & Workforce and Development Agency (“LWDA”).

14. “Net Settlement Amount” means the amount that remains after deducting Attorneys’ Fees and Costs, Settlement Administration Costs, and the Service Awards, from the Gross Settlement Amount.

15. “Notice” means the notice that will be sent to the PAGA Employees with payment after the Final Order and Judgment is entered by the Court. The Notice will be sent to PAGA Employees substantially in the form attached hereto as **Exhibit 2**. The Notice will also be sent in Spanish.

16. “LWDA Notices” means the notice letters submitted November 6, 2020 and July 19, 2021, by Plaintiff, to LWDA notifying the LWDA of alleged violations by Defendants.

17. “PAGA Employees” means all non-exempt employees of Defendant who worked for Defendant in California at any time from November 9, 2019 through September 29, 2022.

18. “PAGA Employees Settlement Proceeds Fund” means the twenty-five percent (25%) of the Net Settlement Amount that shall be paid to the PAGA Employees.

19. “PAGA Representative Claims” means Plaintiff’s PAGA claims under California Labor Code § 2698 *et. seq.* based on alleged predicate violations of the California Labor Code §§ PAGA for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.6, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802, and violations of the accompanying and relevant IWC Wage Order provisions pursuant to Wage Orders 1-2001 and 3-2001 cited in Plaintiff’s LWDA Notice, amended LWDA Notice and/or alleged in the Operative Complaint (the “PAGA Claims”).

20. “PAGA Settlement” or “Settlement” means the settlement of the Action as memorialized in this Agreement.

21. “PAGA Release Period” means November 9, 2019 through September 29, 2022.

22. “Parties” means Plaintiff and Defendant collectively.

23. “Plaintiff” means Veronica Buenrostro-Flores.

24. “Plaintiff’s Counsel” means Scott E. Wheeler of the Law Office of Scott E. Wheeler.

25. “Released Parties” means Defendant and its parents, subsidiaries, predecessors, successors, assigns, owners, officers, directors, employees, insurers, and agents.

26. “Settlement” means the collective settlement of the PAGA Representative Claims as memorialized in this Agreement.

27. “Settlement Administrator” means CPT Settlement Administrators. The Settlement Administrator will agree to enter into a confidentiality agreement by which it agrees to maintain as confidential the information so designated by Defendant and not to disseminate any designated information without the written approval of Defendant. The Settlement Administrator will be responsible for, *inter alia*, sending Notice and payments to PAGA Employees and the LWDA and distributing other payments as set forth in this Agreement.

28. “Settlement Administration Costs” means the amount of \$13,750 which shall be paid to CPT Settlement Administrators for performing the duties provided under the Settlement. The Settlement Administration Costs shall be no more than \$13,750 and if less than \$13,750 is approved for Settlement Administration costs, the difference shall return to the Net Settlement Amount.

29. “Service Award” means the amount of \$6,000.00 which shall be allocated to Plaintiff, subject to Court approval, in recognition for her efforts in prosecuting the case, obtaining the benefit of the Settlement, and as consideration for Plaintiff’s released claims, which includes a broad general release, against Defendant. The Service Award shall be paid from the Settlement Amount. This Settlement is not conditioned on approval of the Service Award; in other words, this Settlement shall remain in full force and effect if the Court awards less than the requested \$6,000.00. If less than \$6,000.00 is awarded to Plaintiff, the difference shall return to the Net Settlement Amount.

B. General

1. On January 12, 2021, Plaintiff commenced this Action by filing a Complaint alleging one PAGA cause of action against Defendant based upon violations of the California Labor Code for: 1) failure to provide meal periods; 2) failure to provide rest periods, 3) failure to pay overtime wages, 4) failure to pay minimum wages, 5) failure to pay all wages due to discharged and quitting employees, 6) failure to furnish accurate itemized wage statements, 7) failure to maintain records, and 8) failure to reimburse for necessary business expenses.

2. On October 20, 2021, Plaintiff filed a First Amended PAGA Complaint alleging one PAGA cause of action against Defendant based upon violations of the California Labor Code for: 1) failure to provide meal periods; 2) failure to provide rest periods, 3) failure to pay overtime wages, 4) failure to pay minimum wages, 5) failure to pay all wages due to discharged and quitting employees, 6) failure to furnish accurate itemized wage statements, 7) failure to maintain records, 8) failure to reimburse for necessary business expenses, 9) failure to calculate the regular rate of pay for sick leave, and 10) failure to provide supplemental COVID-19 sick leave. Plaintiff’s First Amended PAGA Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

4. On September 28, 2022, the Parties participated in an all-day mediation presided over by the Honorable Jeffrey K. Winikow, Judge Ret., which led to this Agreement to settle the Action.

5. Defendant denies all of the allegations and claims asserted in the Lawsuit and denies that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

6. The Parties have conducted a thorough investigation into the facts of the Action. This included, *inter alia*, conducting extensive informal discovery that involved the exchange of information and documents relating to the PAGA Representative Claims. Defendant produced documents consisting of employee handbooks and policy documents, etc. Defendant also produced the electronic time and payroll records for Aggrieved Employees which consisted of hundreds of lines of data. Plaintiff retained an expert to analyze this data and conduct an exposure analysis consistent with Plaintiff's theories of liability. Based on the foregoing data and on their own independent investigation and evaluation, Plaintiff's Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the LWDA and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay, uncertainty associated with litigation, various defenses asserted by Defendant, and potential appellate issues. Defendant and counsel for Defendant also agree that the settlement is fair.

7. The Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of Plaintiff's PAGA Representative Claims and that it is the desire and intention of the Parties to affect a final and complete resolution of the Action, including the PAGA Representative Claims, against Defendant. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability by Defendant.

8. Under California Law, the State may assess and collect civil penalties from employers for violations of certain provisions of the California Labor Code. (*See Cal. Lab. Code §§ 2698 et seq.*) Under PAGA, however, if an "aggrieved employee" "give[s] written notice by certified mail to the [State] and the employer of the specific provision of the [Labor Code] alleged to have been violated," and the State thereafter decides not to investigate, as was the case here, or does investigate and determines that a citation against the employer should not be issued, the employee may, "as an alternative" to enforcement by the State, act as a proxy or agent of the state's labor law enforcement agencies and bring a civil action under PAGA to recover civil penalties "on behalf of himself or herself and other current or former employees." *Id.* "[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the state and 25 percent to the aggrieved employees." *Id.*

9. California Labor Code § 2699(l)(2) provides that the trial court shall "review and approve any settlement of any civil action filed pursuant to this part." Plaintiff will submit this Settlement Agreement to the LWDA concurrently with the filing of the Stipulation for Approval with the Court.

10. In consideration of the promises and agreements contained herein, the Parties agree and covenant as follows:

C. Terms of Settlement

1. Subject to the Court's approval of the Settlement pursuant to California Labor Code § 2699(l)(2), which counsel and the Parties agree to recommend in good faith to the Court, the Parties agree to the following binding settlement of the Action.

2. The Gross Settlement Amount will be distributed in the following manner:

- a. **Settlement Administration Costs:** The costs associated with settlement administration (e.g. preparing and mailing payments to LWDA and PAGA Employees, tax documentation, etc.) shall be paid from the Settlement Amount and shall not exceed \$13,750. The Parties agree to use Phoenix Settlement Administrators as the Settlement Administrator. The Parties and their counsel represent that they do not have any involvement in the governance or work of the Settlement Administrator.
- b. **Attorneys' Fees and Costs:** The Parties agree that, subject to the Court's review and approval, Plaintiff's Counsel will be paid one-third of the Gross Settlement Amount as attorneys' fees \$100,000, plus actual litigation costs not to exceed \$20,000.00 (actual costs total \$13,859.14), incurred in connection with work performed to litigate the Action and obtain Court approval of the Settlement, which will be paid from the Settlement Amount.
- c. **Service Award to Plaintiff.** The Parties agree that, subject to the Court's review and approval, Plaintiff will be paid a service award of \$6,000.00, which will be paid from the Gross Settlement Amount.
- d. **Net Settlement Amount:** After deducting Settlement Administration Costs, Attorneys' Fees and Costs, and the Service Award from the Gross Settlement Amount, the remainder forms the Net Settlement Amount (which totals \$166,398.74 if the amounts set forth above are approved by the Court). The Net Settlement Amount shall be allocated seventy-five percent (75%) to the California Labor & Workforce Development Agency ("LWDA Settlement Proceeds"), which is estimated to total approximately \$124,799.05. The remaining twenty-five percent (25%) of the Net Settlement Amount, which is estimated to total approximately \$41,594.69 shall be paid to the PAGA Employees on a *pro rata* basis ("PAGA Employees Settlement Proceeds Fund"), which shall be determined based on the number of Eligible Pay Periods that he or she worked for Defendants during the PAGA Release Period and shall be calculated as follows:

The PAGA Employees Settlement Proceeds Fund will be divided by the total number of Eligible Pay Periods worked by all PAGA Employees during the PAGA Release Period, and the resulting figure will be referred to as the "Multiplier." Each PAGA Employee's *pro rata* share of the PAGA Employees Settlement Proceeds Fund will be determined by multiplying the Eligible Pay Periods that the PAGA Employee worked by the Multiplier. That amount shall be referred to as the PAGA Employee's "Individual Share."

- e. **Taxes and Reporting:** The PAGA Employees' Individual Share will be treated as non-wage income and reported by the Settlement Administrator on IRS Form 1099 (if

applicable) to the respective PAGA Employee and applicable governmental authorities.

D. Release as to the PAGA Representative Claims

1. Upon the Effective Date, Plaintiff, as the representative for the State of California, and on behalf of all Aggrieved Employees, along with all Aggrieved Employees themselves, are deemed to forever completely release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties with respect to any claim for the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code Section 2698, *et seq.* only. It is expressly understood and agreed that this settlement includes a release of all the PAGA Representative Claims, based on all alleged violations of Labor Code §§ PAGA for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.6, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802, and violations of the accompanying and relevant IWC Wage Order provisions pursuant to Wage Orders 1-2001 and 3-2001 cited in Plaintiff's LWDA Notice, amended LWDA Notice and/or alleged in the Operative Complaint (the "PAGA Claims").

2. The release shall be effective as of the Effective Date, and it shall apply to claims within the above scope impacting Aggrieved Employees arising within the PAGA Period.

3. Upon the Effective Date, without waiving their rights to the Court approved fees and reimbursement of costs as provided pursuant to Paragraph A.3, Plaintiff's Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for Attorneys' Fees and Costs incurred in connection with the Operative Complaint and PAGA Notices and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

4. In accordance with California law as stated in *inter alia* *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985, a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 . . . is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding," which the Final Order shall so reflect. Accordingly, the Final Order and Judgment shall be binding on all PAGA Employees (including all nonparty aggrieved employees) as to all the PAGA Representative Claims. A statement to this effect shall be included in the Notice sent to the PAGA Employees. The Final Order shall not bind nor release the PAGA Employees of any individual wage claims (or other individual claims), unless such claim is subject to res judicata, issue preclusion, or collateral estoppel.

E. Release by Named Plaintiff Only

1. Release and Covenant Not to Sue

a. In consideration for the terms and provisions of the Agreement, Plaintiff, for herself, and for her heirs, assigns, partners, executors, conservators, administrators, agents, employees, attorneys, past and present (collectively, "Plaintiff Affiliates"), hereby fully and without limitation releases, covenants not to sue, and forever discharges Defendant, their subsidiaries, divisions, affiliated companies, affiliated partnerships, trustees, directors, officers, supervisors, shareholders, partners, agents, designees, employees, legal and equitable owners, members, associates, representatives, consultants, insurers,

reinsurers, attorneys, heirs, assigns, executors, beneficiaries, and administrators, predecessors and successors, past and present, (collectively “Defendant Releasees”), both individually and collectively, from any and all rights, claims, contracts, agreements, debts, demands, liabilities, actions, and causes of action, whether in law or in equity, suits, damages, liabilities, losses, attorneys’ fees, costs, and expenses, of whatever nature whatsoever, known or unknown, fixed or contingent, suspected or unsuspected (“Claims”), that Plaintiff or the Plaintiff Affiliates now have, or may ever have, against Defendant, or any of Defendants Releasees, for any matter, occurring on or before the Effective Date of this Agreement.

- b. Without limiting the generality of the foregoing, Plaintiff acknowledges that the foregoing general release applies to any and all claims she or the Plaintiff Affiliates now have, or may ever have, against Defendant, or any of Defendant Releasees, that arise out of or are in any way related to any alleged violation of any federal or state law that regulates any aspect of the employer-employee relationship, including any claims for any alleged violations of any federal or state employment discrimination, harassment, and retaliation laws, including the California Fair Employment and Housing Act (which prohibits discrimination, harassment, and retaliation based upon one’s actual or perceived ancestry, race, religion, sex, sexual orientation, gender, gender identity, gender expression, age, color, national origin, disability, medical condition, military or veteran status and marital status), the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, and the Family Medical Leave Act; as well as the Equal Pay Act; the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the California Business and Professions Code, the California Labor Code, and the California wage orders; as well as any claims for any alleged violation of public policy or retaliation; any claims for wages, hours, unpaid overtime, failure to pay minimum wage, failure to pay for downtime or waiting time, failure to provide meal or rest breaks or pay one hour’s wages in lieu thereof, failure to indemnify for all work related expenditures and losses, and all related statutory claims, including but not limited to, alleged violation of California Labor Code sections 201-204, 208, 210, 215-216, 218.5, 225.5, 226, 226.3, 226.6, 226.7, 450, 500, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2810.5, 2926, 2927, California Business and Professions Code sections 17000 and 17200 et. seq., the relevant Wage Orders issued by the Industrial Welfare Commission, Civil Code sections 52 and 52.1, or any other claim for any statutory penalty that could have been asserted under California law that arise from the allegations as described, any claims concerning or related to meal and/or rest breaks, inaccurate wage statements, any other employment-related claims under any federal, state, or local law, statute, regulation, or ordinance; and any and all common-law causes of action, including breach of contract, breach of implied contract, breach of the covenant of good faith and fair dealing, fraud, misrepresentation, unfair competition, unfair business practices, false advertising, negligence, defamation, infliction of emotional distress, invasion of privacy, and wrongful termination, which arise from any and all events occurring on or before the Effective Date of this Agreement, including without limitation, all claims arising from action or inaction by Defendant, or any of Defendant Releasees.
- c. **Promise Not to Prosecute:** Plaintiff agrees that neither she nor any of her agents or representatives shall, at any time hereafter, commence, maintain or prosecute any action,

suit, proceeding, investigation, complaint, claim, grievance, or charge with any court, arbitrator, or any other body or person, whether Federal, State, contractual or otherwise, on her behalf, except in response to governmental agency or court inquiries or as compelled by legal process, against Defendant or any of Defendant's Releasees, based in whole or in part upon, or arising out of or in any way connected with, any of the Released Claims. Plaintiff further agrees that neither she nor any of her agents or representatives, including any of her attorneys, shall, at any time hereafter, aid, represent, or otherwise assist others in prosecuting such action, suit, proceeding, investigation, complaint, claim, grievance, or charge on her behalf, except for the PAGA claim, and except in response to governmental agency or court inquiries or as compelled by legal process, against Defendant or the Defendant Releasees, based in whole or in part upon, or arising out of or in any way connected with, any of the Released Claims, including, but not limited to, serving as a class representative or participating in a class action against Defendant under the California Labor Code. Plaintiff further agrees to indemnify and hold Defendant and Defendant's Releasees harmless from and against any and all claims, demands, causes of action, damages or liability of any kind, including the cost of defense and reasonable attorneys' fees arising out of or in connection with, any action, suit, proceeding, investigation, complaint, claim, grievance, or charge commenced, maintained, or prosecuted by her contrary to the terms of this Agreement.

- d. Notwithstanding the generality of the foregoing, Plaintiff also understands and agrees that she is not waiving any right or claim that cannot be waived as a matter of law, such as the right to file a charge (seeking no monetary recovery) with or participate in an investigation by a governmental administrative agency.

2. In addition to the Release of the PAGA Representative Claims, Plaintiff agrees to release all known and unknown claims, including a release under Civil Code Section 1542. To affect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this release is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Agreement, and Plaintiff expressly acknowledges that this Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Agreement and specifically about the waiver of section 1542, and Plaintiff warrants that Plaintiff understands this Agreement and the section 1542 waiver, and Plaintiff freely and knowingly enters into this Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the

matters released or described in this Agreement, and even so Plaintiff agrees that the release contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

Notwithstanding the above, this release excludes ADP, its related entities and affiliates and is not an agent for the Defendant. This release does not include ADP or its related entities and affiliates and is not intended to provide ADP, its agents or affiliates any benefit.

Plaintiff's general release shall become effective on the Effective Date.

The general release set forth in Paragraph E of this Agreement applies only to Plaintiff. It does not apply to any PAGA Employees.

F. Settlement Approval and Implementation Procedures

1. Pursuant to California Labor Code § 2699(1)(2), or otherwise for the purposes of obtaining court approval of the Settlement, Plaintiff will file a Stipulation for Approval, separate declaration(s) advocating that the Settlement is fair, adequate, and reasonable, and any other documents in support of approval of the Settlement. Defendant shall not oppose the filing of any of these documents. Defendant shall also reasonably cooperate with any efforts to obtain approval of this Settlement.

2. No later than ten (10) calendar days after the Final Approval Date, Defendant shall send to the Settlement Administrator a list of all PAGA Employees including each PAGA Employee's: (1) full name; (2) last known address; (3) social security number; and (4) the number of Eligible Pay Periods he or she worked as a non-exempt employee of Defendants in California during the PAGA Release Period (the "PAGA Employees List"). This information shall be treated as and remain confidential and shall be used solely to manage the notice and payment process described herein, and it shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court.

3. The Settlement of \$300,000 shall be funded by Defendant over the course of three (3) separate installment payments. The first payment shall be in the amount of \$100,000, the second payment shall be in the amount of \$100,000; and the third payment shall be in the amount of \$100,000. The first payment shall be paid within three hundred and sixty-five (365) calendar days after the Effective Date of this Settlement or by October 31, 2023, whichever is later, and the second payment shall be due within three hundred and sixty-five (365) calendar days after the Effective Date of this Settlement, or by October 21, 2023, whichever is later, and the third payment shall be due within three hundred and sixty-five (365) calendar days after the Effective Date of this Settlement, or by October 21, 2024, whichever is later. Defendant shall transmit each of these payments by wire transfer to the Settlement Administrator at least three (3) calendar days before the Installment Payment due date. The Settlement Administrator will make three (3) distributions within ten (10) calendar days of receipt of each Installment Payment as set provided in Paragraph 4, below.

a. If an Installment Payment is not received within three (3) calendar days of the first of the month or there are any other issues with the Installment Payment (e.g., the wire transfer is not made), the Settlement Administrator shall immediately provide written notice to Counsel for

Plaintiff and Defendant. Defendants shall have fourteen (14) calendar days from the date written notice is sent to cure any defect in payment. Should Defendant fail to cure any defect in payment within fourteen (14) calendar days of written notice of the defect, Defendants shall be considered in default ("Default") and in express breach of the terms of this Settlement Agreement. In the event of default, Plaintiff shall be entitled to a judgment in the amount of \$300,000.00, less any amounts already paid by Defendant pursuant to the Settlement Agreement ("Default Award").

4. The Settlement Administrator will perform all settlement administration duties, including (i) performing a National Change of Address ("NCOA") search to update the addresses of the PAGA Employees, (ii) issuing the Notice and payments to the PAGA Employees, (iii) issuing any required IRS forms, and (iv) issuing payment to the LWDA and Plaintiff's Counsel. The Settlement Administrator shall issue the Notice and a percentage of the payments to the PAGA Employees along with required IRS forms and issue payment to the LWDA for PAGA penalties, a Service Award to Plaintiff, and Attorneys' Fees and Costs to Plaintiff's Counsel based upon the Installment Payment, no later than ten (10) calendar days after it receives each Installment Payment of the full Gross Settlement Amount from Defendant.

5. PAGA Employees shall have one hundred and eighty (180) calendar days after the mailing to cash or deposit their settlement checks. If any PAGA Employee's check is not cashed or deposited within that period, the check will be voided and a stop-payment will be issued. Any funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be paid to the State of California Controller's Unclaimed Property division. Neither Defendant, Defendant's Counsel, Plaintiff's Counsel, nor Plaintiff will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, unauthorized negotiation of settlement checks or failure to timely cash a settlement check within the 180-day period.

6. Upon the Effective Date, the Parties will: (i) be bound by the terms and conditions of this Agreement, and the releases set forth therein; and (ii) be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the settlement and the Court's Final Order and Judgment.

G. Miscellaneous Provisions.

1. **Additional Pay Periods.** Prior to the mediation, Defendant provided Plaintiff with an estimate that Aggrieved Employees had worked 35,665 Compensable Pay Periods up until August 31, 2022. Defendant shall provide Plaintiff with the total number of Aggrieved Employees, and the total number of Compensable Pay Periods worked by them, ten (10) calendar days before the date that Plaintiff informs Defendant that Plaintiff will seek approval of this settlement by Stipulation or Motion for Approval of the PAGA Settlement. If more than 39,231 (10% more than 35,665) Compensable Pay Periods are identified at that time as having been worked as of the date specified in the disclosure, the Gross Settlement Amount will be increased on a pro rata basis according to the number of additional Compensable Pay Periods identified (i.e., all Compensable Pay Periods beyond 39,231), and added to Defendant's third Installment Payment.

2. **Voiding the Agreement:** The Settlement Agreement shall be voidable and unenforceable as to all Parties herein at the option of either Party if (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment, or (c) the approval of the Settlement and judgment is reversed, modified or declared or rendered

void. In that event, then neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Any fees already incurred by the Settlement Administrator shall be split between the Parties. Notwithstanding the foregoing, the Parties shall attempt in good faith to cure any perceived defects in the Settlement to facilitate approval.

3. **Waiver:** The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

4. **Parties' Authority:** The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

5. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendant and Defendant's counsel, take all necessary steps to secure the Court's approval of the settlement, and the Final Order.

6. **No Prior Assignments:** The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement Agreement.

7. **No Admission:** Defendant denies any and all liability to Plaintiff and/or the PAGA Employees in this Lawsuit, as to any and all causes of action that were asserted or that might have been asserted in this Action. Nonetheless, Defendant desires to settle and compromise the matters at issue in the Operative Complaint to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken into account the uncertainty and risks inherent in litigation and, without conceding any infirmity in the defenses that it has asserted or could assert against Plaintiff and the PAGA Employees, has determined that it is desirable and beneficial that Plaintiff's and the PAGA Employees' claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

8. **Binding Settlement:** Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

9. **Enforcement Actions:** Except as otherwise provided in this Settlement Agreement, in the event that one or more of the Parties to this Settlement Agreement institutes any legal action or other

proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

10. **Notices:** All notices shall be provided by United States mail and electronic mail. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third calendar day after mailing by United States mail and electronic mail, addressed as follows:

To Plaintiff:

Scott E. Wheeler
Law Office of Scott E. Wheeler
250 West First Street, Suite 216
Claremont, California 91711
Tel: (909) 621-4988
Fax: (909) 621-4622
E-mail: sew@scottwheelerlawoffice.com

To Defendant:

Melissa T. Daugherty
Andrew J. Sokolowski
Lewis Brisbois Bisgaard & Smith LLP
633 West 5th Street, Suite 4000
Los Angeles, California 90071
E-mail: Melissa.Daugherty@lewisbrisois.com
Andrew.Sokolowski@lewisbrisois.com

11. **Construction:** The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Settlement Agreement.

12. **Captions and Interpretations:** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

13. **Modification:** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

14. **Choice of Law:** This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

15. **Integration Clause:** This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

16. **Binding On Assigns:** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

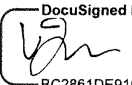
17. **Counterparts:** This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

18. **Entire Agreement:** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by the Parties.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Settlement Agreement and Release as of the date set forth below.

Dated: 3/9/2023

PLAINTIFF

DocuSigned by:


BC2861DE91034C4...

Veronica Buenrostro-Flores

Dated: 3/3/23

DEFENDANT, LANGER JUICE COMPANY,
INC.

Name:



Bruce Langer

Title:

President

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APPROVED AS TO FORM:

Dated: _____

THE LAW OFFICE OF SCOTT E. WHEELER

Scott E. Wheeler

Dated: 3/6/2023

LEWIS BRISBOIS BISGAARD & SMITH, LLP



Melissa T. Daugherty
Andrew J. Sokolowski

Attorneys for Defendant Langer Juice Company,
Inc.

EXHIBIT 1

1 **LAW OFFICE OF SCOTT E. WHEELER**

2 Scott E. Wheeler (SBN 187998)

3 250 West First Street, Suite 216

4 Claremont, CA 91711

5 Telephone: (909) 621-4988

6 Facsimile: (909) 621-4622

7 E-mail: sew@scottwheelerlawoffice.com

8 *Attorneys for Plaintiff and the other Aggrieved*
9 *Employees*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

12 **STANLEY MOSK COURTHOUSE**

13
14 VERONICA BUENROSTRO-FLORES,
15 individually, and on behalf of all other
aggrieved employees,

16 Plaintiff,

17 v.

18 LANGER JUICE COMPANY, INC., a
19 California corporation; and DOES 1 through
50, inclusive,

20 Defendants.
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Case No.: 21STCV01133

[Assigned for all purposes to the Honorable
Upinder S. Kalra, Department 51]

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

1 **[PROPOSED] ORDER AND JUDGMENT**

2 The Court has before it the Stipulation for Approval of PAGA Settlement,¹ submitted by
3 Plaintiff Veronica Buenrostro-Flores (“Plaintiff”) and Defendant Langer Juice Company, Inc.
4 (“Defendant”) (collectively, the “Parties”), indicating that they have reached a settlement that will
5 resolve this matter in its entirety. The Stipulation, and therefore this Order and Judgment
6 incorporates the following defined terms.

7 **DEFINED TERMS**

8 1. “Operative Complaint” means Plaintiff’s First Amended PAGA Complaint filed by
9 Plaintiff, which the Parties stipulate to filing subject to the terms of this Settlement in order to
10 carry out the terms of this settlement.

11 2. “LWDA Notices” means the November 9, 2019 and September 29, 2022 letters
12 submitted by Plaintiff to the Labor and Workforce Development Agency (LWDA) notifying the
13 LWDA of alleged California Labor Code violations by Defendant.

14 3. “PAGA Employees” means all non-exempt employees of Defendant who worked
15 for Defendant in California from November 9, 2019 through September 29, 2022.

16 4. “PAGA Representative Claims” means Plaintiff’s PAGA claims under California
17 Labor Code § 2698 *et. seq.* based on alleged predicate violations of the California Labor Code §§
18 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.6, 510, 512, 1174, 1174.5,
19 1194, 1197, 1198, and 2802, and violations of the accompanying and relevant IWC Wage Order
20 provisions pursuant to Wage Orders 1-2001 and 3-2001 cited in Plaintiff’s LWDA Notice,
21 amended LWDA Notice and/or alleged in the Operative Complaint (the “PAGA Claims”).

22 5. “PAGA Settlement” or “Settlement” means the settlement of the Action as
23 memorialized in this Settlement Agreement.

24 6. “PAGA Release Period” means November 9, 2019 through September 29, 2022.

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26
27 ¹ The Court has also reviewed and considered the records and files of this case, as well as all
28 documents submitted in connection with the Parties’ Stipulation for Approval of PAGA Settlement,
including the Declaration of Scott E. Wheeler.

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1. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement and Release (“Settlement Agreement”). The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the action.

3. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and is fair, reasonable, and adequate. The Court also finds that the Settlement provides genuine and meaningful relief that benefits the public consistent with the purpose of the Private Attorneys General Act of 2004, California Labor Code § 2699 *et seq.*

5. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any wrongdoing by the Defendant, or any of the other Released Parties.

1 6. The Court finds that Plaintiff’s Counsel has adequately represented the Plaintiff, the
2 PAGA Employees, and the LWDA for purposes of entering into and implementing the Settlement.

3 7. The Court finds that the Settlement, and in particular the Gross Settlement Amount
4 (“GSA”) of \$300,000.00 total to be distributed as set forth herein and in the Settlement Agreement,
5 is in all respects fair, reasonable, and adequate and is hereby approved. *See* California Labor Code
6 § 2699(1)(2).

7 8. Pursuant to the terms of the Settlement, Administration Costs in the amount of
8 \$13,750, which are necessary to administer the Settlement, are hereby granted and shall be paid to
9 CPT Group, Inc. Settlement Administrators, the designated third-party Settlement Administrator.

10 9. Pursuant to the terms of the Settlement, the requested attorneys’ fees in the amount
11 of \$100,000.00 are reasonable under the common fund method and the lodestar method. The GSA
12 of a total of \$300,000.00 represents a true and common fund, as Defendant must pay the full GSA
13 and no amount of the GSA will return to Defendant under any circumstances. It is recognized that
14 attorneys who recover a common fund are entitled to a reasonable fee award from the fund. *See*,
15 *e.g.*, *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478 (“a litigant or a lawyer who recovers a
16 common fund for the benefit of persons other than himself or his client is entitled to a reasonable
17 attorney’s fee from the fund as a whole.”); *In re Washington Public Power Supply Sys. Sec. Litig.*
18 (9th Cir. 1994) 19 F.3d 1291, 1300 (“[T]hose who benefit from the creation of the fund should share
19 the wealth with the lawyers whose skill and effort helped create it.”); *Serrano v. Priest* (1977) 20
20 Cal.3d 25, 34 (“[W]hen a number of persons are entitled in common to a specific fund, and an
21 action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation
22 of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund.
23 [Citations.]”). Moreover, one-third of the common fund is standard in settlements similar to this
24 one. *See, e.g.*, *Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 506 (approving fees
25 of one-third of the common fund); *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558
26 n.13 (“Empirical studies show that, regardless whether the percentage method or the lodestar method
27 is used, fee awards in class actions average around one-third of the recovery.”); *Chavez v. Netflix,*
28 *Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (recognizing that fee awards in class actions average around

1 one-third of the recovery”). Courts also regularly approve fee awards in excess of one-third of the
2 fund. *See, e.g., Cubillas v. Dav-El Los Angeles*, 2018 WL 3760657, at *3-4 (Cal. Super.) (awarding
3 \$1.12 million in attorneys’ fees, equivalent to 40% of the common fund, where lodestar-multiplier
4 exceeded the fee request).

5 10. The Court also finds that the requested attorneys’ fees are reasonable under the
6 lodestar method, or as a crosscheck on the percentage fee. *See Laffitte*, 1 Cal.5th at 506. Plaintiff’s
7 counsel’s lodestar of \$174,737.50 exceeds the attorneys’ fees amount of \$100,000. In fact, the fee
8 award amounts to an implied negative multiplier on Plaintiff’s counsel’s lodestar.

9 11. The Court further finds that Plaintiff’s counsel’s requested litigation costs of
10 \$13,851.26 are reasonable and were necessary to prosecute the action.

11 12. Accordingly, and consistent with California Labor Code § 2699(g)(1), which
12 authorizes an award of attorneys’ fees and costs, the requested attorneys’ fees in the amount of
13 \$100,000 and litigation costs in the amount of \$13,851.26, are hereby granted and shall be paid to
14 the Law Office of Scott E. Wheeler pursuant to the terms of the Settlement.

15 13. Pursuant to the terms of the Settlement, service awards to Plaintiff Veronica
16 Buenrostro-Flores in the amount of \$6,000.00 in recognition of her efforts in prosecuting this action
17 for the benefit of the State of California and PAGA Employees, and Plaintiff’s broad general release
18 of all of her individual claims against Defendant, is hereby granted and shall be paid to Plaintiff
19 Veronica Buenrostro-Flores. Comparable service awards are routinely issued to named plaintiffs in
20 analogous wage-and-hour class action settlements, *see, e.g., In re Yahoo Mail Litig.*, No. 13-CV-
21 4980-LHK, 2016 WL 4474612, at *11 (N.D. Cal. Aug. 25, 2016) (“Ninth Circuit has established
22 \$5,000 as a reasonable benchmark [for service awards.]”); *Alikhan v. Goodrich Corp.*, 2020 WL
23 4919382, at * (C.D. Cal. Jun. 25, 2020) (approving a \$10,000 service award), as well as PAGA
24 settlements like this one. *See, e.g., Abelar v. American Residential Services, L.L.C.*, 2019 WL
25 6054607, at *6 (C.D. Cal. Nov. 14, 2019) (approving PAGA only settlement and holding “[t]he
26 service award of \$5000 is reasonable compensation for the time and acceptance of adverse
27 employment risk by Plaintiff.”).

1 14. After deducting Settlement Administration Costs, Attorneys' Fees and Costs, and the
2 Service Awards from the GSA, the remainder of \$166,398.74, consistent with California Labor
3 Code § 2699(i), shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent
4 (25%) to PAGA Employees. Accordingly, \$124,799.05 shall be paid to the LWDA, and \$41,594.69
5 shall be paid to PAGA Employees. The payments to the PAGA Employees will be paid
6 proportionally based on the number of pay periods that each individual employee worked for
7 Defendant during the PAGA Release Period.

8 15. As of the Effective Date, Plaintiffs, as the representatives for the State of California,
9 and on behalf of all PAGA Employees, will forever completely release and discharge the Released
10 Parties from any claim for the recovery of civil penalties under the California Private Attorneys
11 General Act, California Labor Code § 2698, *et. seq.* only. It is expressly understood and agreed that
12 this settlement includes a release of all PAGA Representative Claims based on violations of
13 California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.6, 510,
14 512, 1174, 1174.5, 1194, 1197, 1198, and 2802, and violations of the accompanying and relevant
15 IWC Wage Order provisions pursuant to Wage Orders 1-2001 and 3-2001 cited in Plaintiff's LWDA
16 Notice, amended LWDA Notice and/or alleged in the Operative Complaint (the "PAGA Claims").
17 The release shall be effective as of the Effective Date, and it shall apply to claims within the above
18 scope impacting the PAGA Employees arising within the PAGA Release Period. This settlement
19 agreement shall not impact any PAGA Employee's ability to assert Labor Code claims other than
20 PAGA claims (i.e., a claim brought under California Labor Code § 2698, *et. seq.*).

21 16. In accordance with California law as stated in *inter alia* *Arias v. Superior Court*
22 (2009) 46 Cal.4th 969, 985, a judgment in "a representative action brought by an aggrieved
23 employee under the Labor Code Private Attorneys General Act of 2004 . . . is binding not only on
24 the named employee plaintiff but also on government agencies and any aggrieved employee not a
25 party to the proceeding." Thus, both the named employee plaintiff and nonparty aggrieved
26 employees (i.e. all PAGA Employees) are bound by this Order and Judgment. *Id.* at 986. However,
27 the Parties' Settlement Agreement shall not impact any PAGA Employee's ability to assert Labor
28

1 Code claims other than the PAGA claims (i.e., a claim brought under California Labor Code § 2698,
2 *et. seq.*) unless such claim is subject to res judicata, issue preclusion, or claim estoppel.

3 17. Neither this Order nor the Settlement Agreement (nor any other document referred
4 to herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as,
5 an admission or concession by or against Defendant or the Released Parties of the validity of any
6 claim or actual or potential fault, wrongdoing, or liability. Entering into or carrying out the
7 Settlement Agreement, and any negotiations or proceedings related to it, shall not be considered as,
8 or deemed evidence of, an admission or concession as to Defendant's denials or defenses and shall
9 not be offered or received in evidence in any action or proceeding against any party hereto in any
10 court, administrative agency or other tribunal for any purpose whatsoever, except as evidence of the
11 Settlement or to enforce the provisions of this Order and the Settlement Agreement; provided,
12 however, that this Order and the Settlement Agreement may be filed in any action against or by
13 Defendants or the Released Parties to support a defense of res judicata, collateral estoppel, release,
14 waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory
15 of claim preclusion, issue preclusion or similar defense or counterclaim.

16 18. Judgment in this matter is entered in accordance with the terms of the Settlement
17 Agreement and Approval Order. This judgment is intended to be a final disposition of the above
18 captioned action in its entirety and is intended to be immediately appealable.

19 19 The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
20 purposes of supervising the implementation, enforcement, construction, administration, and
21 interpretation of the Settlement Agreement and this Order.

22 **IT IS SO ORDERED.**

23 DATED: _____
24

25 _____
26 HONORABLE UPINDER S. KALRA
27 JUDGE OF THE SUPERIOR COURT
28

EXHIBIT 2

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment From PAGA Settlement

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed is your payment from the settlement of the lawsuit entitled *Veronica Buenrostro-Flores v. Langer Juice Company, Inc.*, Los Angeles Superior Court, Case No. No. 21STCV01133 (the "Lawsuit"). You are receiving this payment as your share of the Settlement. You have 180 days to cash or deposit the settlement check. If you do not cash or deposit your settlement check by on or before _____, those funds will be paid in your name to the State of California Controller's Unclaimed Property division.

The Lawsuit was filed against Langer Juice Company, Inc. ("Defendant") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The claim was brought on behalf of the State of California and all similarly situated aggrieved employees of Defendant (the "PAGA Employees"). You have been identified as one of the PAGA Employees on whose behalf the case was brought.

The Plaintiff in the case claimed that Defendant owed penalties under PAGA for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.6, 510, 512, 1174, 1174.5, 1194, 1197, 1198, and 2802, and violations of the accompanying and relevant IWC Wage Order provisions pursuant to Wage Orders 1-2001 and 3-2001 cited in Plaintiff's LWDA Notice, amended LWDA Notice and/or alleged in the Operative Complaint (the "PAGA Claims").

Defendant denies that it did anything wrong and denies that it owes any penalties. No court has made a decision about the allegations or the lawfulness of Defendant's conduct. In order to avoid the time and expense of continued litigation, Defendant has agreed to resolve the claims raised in the Lawsuit without further court action. The parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties.

The Court approved the Settlement on _____. Under California law and the terms of the parties' agreement, Plaintiff's counsel received one-third of the settlement for attorneys' fees along with their actual costs incurred; 75 percent of the remaining amount is awarded to the State of California and 25 percent is paid to the employees who worked during the applicable period. Your portion of the settlement fund was calculated based on the number of pay periods you worked between November 9, 2019 and September 29, 2022 according to Defendant's records.

In exchange for this payment, the settlement releases any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, arising out of the PAGA Claims for the period of November 9, 2019 through September 29, 2022 (the "Released Claims"). The Final Order and Judgment entered by the Court is binding on all the PAGA Employees, including you, as to the Released Claims. The settlement does not release any individual claims belonging to you, unless such claim is subject to res judicata, issue preclusion, or collateral estoppel.

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Los Angeles Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have any questions about this payment, contact the Settlement Administrator at [CONTACT]. Please note that the Settlement Administrator cannot provide tax advice.