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 CAMPBELL SOUP SUPPLY COMPANY, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

GLENISH WALLICK, individually, and on) Case No. STK-CV-UOE-2021-0000865
 behalf of all others similarly situated,)

Plaintiff,)

vs.)

CAMPBELL SOUP SUPPLY COMPANY, LLC,) **JOINT STIPULATION OF CLASS ACTION**
 a limited liability company;) **SETTLEMENT**
 and DOES 1 through 10, inclusive,)
 Defendants.)

Action Filed: January 29, 2021

CLASS ACTION

**JOINT STIPULATION OF CLASS ACTION
 SETTLEMENT**

*ASSIGNED FOR ALL PURPOSES TO:
 Judge George J. Abdallah, Dept. 10A*

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement (“Joint Stipulation”) is made and
3 entered into by and between Plaintiff GLENISH WALLICK (“Plaintiff” or “Class Representative”),
4 individually and on behalf of all others similarly situated, and Defendant CAMPBELL SOUP
5 SUPPLY COMPANY, LLC (“Defendant”). Plaintiff and Defendant are collectively referred to herein
6 as “the Parties.”

7 THE PARTIES STIPULATE AND AGREE as follows:

8
9 **DEFINITIONS**

- 10 1. “Class” or “Class Member(s)” means all current and former non-exempt
11 employees of Defendant who worked for Defendant in California at any time during the Class Period.
- 12 2. “Class Counsel” means **MOON & YANG, APC.**
- 13 3. “Class Period” means January 29, 2017 through the date of preliminary
14 approval.
- 15 4. “Class Representative” means Plaintiff GLENISH WALLICK, individually and
16 in her capacity seeking to act as class representative.
- 17 5. “Complaint” means collectively, the original January 29, 2021 Complaint, the
18 April 23, 2021 First Amended Complaint, and the July 5, 2022 Second Amended Complaint filed in
19 the Litigation defined in Paragraph 16.
- 20 6. “Court” means the San Joaquin Superior Court, the Honorable George J.
21 Abdallah presiding, or any other court or judge taking jurisdiction of the Litigation.
- 22 7. “Covered Workweeks” means the number of workweeks a Class Member
23 worked for Defendant in California during the Class Period.
- 24 8. “Defendant” means Defendant CAMPBELL SOUP SUPPLY COMPANY,
25 LLC.
- 26 9. “Defendant’s Counsel” means KEESAL, YOUNG & LOGAN.
- 27 10. “Effective Date” means, if no individuals intervene and there are no objections,
28 when all of the following events have occurred: (i) this Joint Stipulation has been executed by all

1 Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement;
2 (iii) the notice has been given to the Class, providing them with sixty (60) days after the initial mailing
3 of the notice to dispute information contained in the Notices of Settlement Payment, to opt out of the
4 Settlement, or to object to the Settlement; and (iv) the Court has held a final approval hearing and
5 entered a final order and judgment certifying the Class and approving this Settlement (“Final
6 Approval”). If any individual intervenes and/or there is an objection, this Settlement shall become
7 effective only when the following additional events have occurred (i) final affirmation of the Final
8 Approval from any appeal, the expiration of the time for, or the denial of, a petition to review the Final
9 Approval, or if review is granted, the date of final affirmation of the Final Approval following review
10 pursuant to that grant; or (ii) the date of final dismissal of any appeal from the Final Approval or the
11 final dismissal of any proceeding to review the Final Approval, provided that the Final Approval is
12 affirmed and/or not reversed in any part; (iii) if no individual intervene but objections are filed, the
13 expiration date of the time for the filing or noticing of any appeal from the Court’s Final Approval of
14 the Settlement, as determined under Rule 8.104(a) of the California Rules of Court.

15 11. “Final Approval” means the Court has held a final approval hearing and entered
16 a final order and judgment certifying the Class and approving this Settlement.

17 12. “Gross Settlement Amount” means Nine Hundred Fifty Thousand Dollars and
18 Zero Cents (\$950,000.00) which is the maximum amount Defendant is required to pay under this Joint
19 Stipulation (other than Defendant’s portion of payroll taxes as provided in Paragraphs 37 and 38(d),
20 and any potential increase pursuant to the escalator provision set forth in Paragraph 33).

21 13. “Judgment” means the Judgment and Order Regarding Final Approval of Class
22 Action Settlement.

23 14. “Last Known Address” means the most recently recorded residential mailing
24 address for a Class Member as such information is contained in Defendant’s database.

25 15. “Last Known Telephone Numbers” means the most recently recorded
26 residential telephone number and most recently recorded mobile telephone number for a Class
27 Member as such information is contained in Defendant’s databases.

28 16. “Litigation” means the lawsuit entitled *Glenish Wallick v. Campbell Soup*

1 *Supply Company, LLC*, San Joaquin County Superior Court Case No. STK-CV-UOE-2021-0000865.

2 17. “Net Settlement Amount” means the amount of Gross Settlement, less the
3 following sums, subject to approval by the Court: (1) attorneys’ fees (not to exceed 40% of the Gross
4 Settlement Amount, or \$380,000.00); (2) reasonable litigation costs (not to exceed \$30,000.00);
5 (3) Service Payment for Plaintiff and Class Representative (Defendant will not object to Plaintiff’s
6 request for up to \$10,000); (4) PAGA penalties paid to the Labor and Workforce Development
7 Agency (“LWDA”) in the amount of \$60,000.00 (total allocation to PAGA is \$80,000.00, with 75% to
8 the LWDA, and the remaining 25% reverting to the Net Settlement Amount); and (5) costs of claims
9 administration (estimated not to exceed \$20,000.00).

10 18. “Notice of Class Action Settlement” means the form attached hereto as
11 **Exhibit “A,”** subject to the Court’s approval.

12 19. “PAGA” means California Private Attorney General Act, Labor Code sections
13 2698, *et seq.*

14 20. “Parties” means Plaintiff and Defendant.

15 21. “Plaintiff” means Plaintiff GLENISH WALLICK, individually and in her
16 capacity seeking to act as class representative.

17 22. “Plaintiff’s Released Claims” means the claims released by Plaintiff pursuant to
18 this Joint Stipulation.

19 23. “Service Payment” means the sum to be paid to Plaintiff as enhancement for her
20 role as Class Representative, and for the risks and work attendant to that role, and shall be paid from
21 the Gross Settlement Amount.

22 24. “Settlement” means the settlement of this Litigation and the claims resolved by
23 this Joint Stipulation.

24 25. “Settlement Allocation Form” means the form attached hereto as **Exhibit “B,”**
25 subject to the Court’s approval.

26 26. “Settlement Class Member(s)” means all Class Members who do not submit a
27 timely and valid Request for Exclusion from Settlement to the Claims Administrator in order to opt
28 out of the Settlement.

27. “Settlement Payments” means the amounts to be paid to individual Settlement Class Members.

28. “Workweeks” shall be calculated by counting each week during the Class Period during which the Settlement Class Member worked at least one shift.

THE LITIGATION

29. On January 29, 2021, Plaintiff filed a putative class action civil complaint against Defendant in the Superior Court of California, County of San Joaquin. The Complaint alleged the following causes of action under California law: (1) Failure to Pay Minimum and Regular Rate Wages [Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Timely Pay Final Wages at Termination [Lab. Code §§ 201-203]; (6) Failure to Provide Accurate Itemized Wage Statements [Lab. Code § 226]; and (7) Unfair Business Practices [Bus. & Prof. Code §§ 17200, *et seq.*]. In the Complaint, Plaintiff sought to represent all persons who worked for Defendant in California as an hourly-paid, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

30. On or about April 23, 2021, Plaintiff filed a First Amended Complaint that added a claim for Civil Penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) [Lab. Code §§ 2699, *et seq.*]. On or about July 5, 2022, Plaintiff filed a Second Amended Complaint, which added several factual allegations but no new causes of action.

31. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from the Complaint.

32. Class Counsel has conducted a thorough investigation into the facts of this Litigation, including an extensive review of relevant documents, and has diligently pursued an investigation of the claims of the Class against Defendant. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Joint Stipulation is fair, reasonable, and adequate

1 and is in the best interest of the Class in light of all known facts and circumstances, including the risk
2 of significant delay, the risk the Class will not be certified by the Court, defenses asserted by
3 Defendant, and numerous potential appellate issues.

4 33. **Estimated Class Size.** Defendant's best estimate of the Class size is 463
5 individuals as of Day 2 of the mediation in this matter on August 29, 2022. Defendants' best estimate
6 of the number of Covered Workweeks is 26,000. If the actual number of Covered Workweeks is more
7 than 15% above 26,000 (*i.e.*, 29,900 workweeks) by the time preliminary approval is granted,
8 Defendant shall have the option to either augment the Gross Settlement Amount by \$36.54 for each
9 Covered Workweek that exceeds 29,900 or modify the Class Period so that it ends on the date when
10 the Covered Workweeks do not exceed 29,900. The Gross Settlement Amount will not be reduced
11 due to Defendant's estimate.

12 34. **Conditional Certification.** Solely for purposes of settling this Litigation, the
13 Parties and their respective counsel stipulate and agree that the requisites for establishing class
14 certification with respect to the Class Members have been met and are met. To the extent this Joint
15 Stipulation is not approved by the Court, this stipulation shall become null and void. Should, for
16 whatever reason, the Settlement not become final, the fact that Plaintiff and Defendant were willing to
17 stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be
18 admissible in connection with, the issue of whether a class should be certified in a non-settlement
19 context in this Litigation. Defendant expressly reserves the right to oppose class certification should
20 the Settlement not become final.

21 35. **Denial of Liability.** Defendant denies any liability or wrongdoing of any kind
22 whatsoever associated with the claims alleged in the Complaint, and Defendant further denies that it
23 has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any
24 liability to anyone under the claims asserted in the Lawsuit. Defendant denies that, for any purpose
25 other than settling this lawsuit, the action is appropriate for class or representative treatment. With
26 respect to Plaintiff's claims, Defendant contends, among other things, that Plaintiff and the Class
27 Members have been paid properly calculated and earned wages, including minimum wage and any
28 overtime, have been provided meal periods, have been provided rest periods, have been paid timely

1 wages upon separation of employment, and have been provided with accurate itemized wage
2 statements. Defendant contends, among other things, that it has complied at all times with the
3 California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission.
4 Further, with respect to all claims, Defendant contends that it has complied at all times with the
5 California Business and Professions Code.

6 36. **Cooperation.** The Parties agree to cooperate and take all steps necessary and
7 appropriate to obtain preliminary and final approval of this Settlement. The Parties agree that the
8 Motion for Preliminary Approval will be filed within 30 days of execution of the Joint Stipulation.

9 37. **Gross Settlement Amount.** This Settlement provides for a non-reversionary
10 process requiring Defendant to make payments to Settlement Class Members that shall be issued by a
11 Class Administrator, according to a specified formula based on Covered Workweeks. **Except as set**
12 **forth above in Paragraph 33, the maximum total payment under the Settlement, including all**
13 **attorneys' fees and costs, the Service Payment to the named Plaintiff, payment to the Labor**
14 **Workforce Development Agency, the costs of claims administration, and any other payments**
15 **provided by this Settlement, is \$950,000 ("Gross Settlement Amount"), except that, to the extent**
16 **that any portions of the Settlement Class Members' settlement proceeds constitute wages,**
17 **Defendant separately will be responsible for any employer payroll taxes required by law,**
18 **including the employer FICA, FUTA, and SDI contributions.** Except for any employer payroll
19 taxes, it is understood and agreed that Defendant's maximum total liability under this Settlement shall
20 not exceed the Gross Settlement Amount, except as set forth in Paragraph 33.

21 22 **TERMS OF SETTLEMENT**

23 38. NOW THEREFORE, in consideration of the mutual covenants, promises and
24 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

- 25 (a) It is agreed by and among the Class and Defendant that this Litigation and any
26 claims, damages, or causes of action arising out of the disputes which are the
27 subject of this Litigation, be settled and compromised as between the
28 Settlement Class Members and Defendant, subject to the terms and conditions

1 set forth in this Settlement and the approval of the Court.

2 (b) Effective Date: If no individuals intervene and there are no objections, the
3 terms of Settlement embodied in this Joint Stipulation shall become effective
4 when all of the following events have occurred (“Effective Date”): (i) this Joint
5 Stipulation has been executed by all Parties and their respective counsel; (ii) the
6 Court has given preliminary approval to the Settlement; (iii) the notice has been
7 given to the Class, providing them with sixty (60) days after the initial mailing
8 of the notice to dispute information contained in the Notices of Settlement
9 Payment, to opt out of the Settlement, or to object to the Settlement; and (iv) the
10 Court has held a final approval hearing and entered a final order and judgment
11 certifying the Class and approving this Settlement (“Final Approval”). If an
12 individual intervenes and/or there is an objection, this Settlement shall become
13 effective only when the following additional events have occurred (i) final
14 affirmation of the Final Approval from any appeal, the expiration of the time
15 for, or the denial of, a petition to review the Final Approval, or if review is
16 granted, the date of final affirmation of the Final Approval following review
17 pursuant to that grant; or (ii) the date of final dismissal of any appeal from the
18 Final Approval or the final dismissal of any proceeding to review the Final
19 Approval, provided that the Final Approval is affirmed and/or not reversed in
20 any part; (iii) if no individuals intervene but objections are filed, the expiration
21 date of the time for the filing or noticing of any appeal from the Court’s Final
22 Approval of the Settlement, as determined under Rule 8.104(a) of the California
23 Rules of Court.

24 (c) Net Settlement Amount: The Net Settlement Amount shall be calculated by
25 deducting from the Gross Settlement Amount (\$950,000) the following sums,
26 subject to approval by the Court: (1) attorneys’ fees (not to exceed 40% of the
27 Gross Settlement Amount, or \$380,000.00); (2) reasonable litigation costs (not
28 to exceed \$30,000.00); (3) Service Payment for Plaintiff and Class

1 Representative (Defendant will not object to Plaintiff's request for up to
2 \$10,000); (4) PAGA penalties paid to the Labor and Workforce Development
3 Agency ("LWDA") in the amount of \$60,000.00 (total allocation to PAGA is
4 \$80,000.00, with 75% to the LWDA, and the remaining 25% reverting to the
5 Net Settlement Amount); and (5) costs of claims administration (estimated not
6 to exceed \$20,000.00). Settlement Payments to the Settlement Class Members
7 will be calculated by the Claims Administrator and paid out of the Net
8 Settlement Amount as set forth below.

9 (d) Payroll Taxes and Required Withholdings: To the extent that any portions of
10 the Settlement Class Members' settlement proceeds constitute wages,
11 Defendant will be separately responsible for any employer payroll taxes
12 required by law, including the employer FICA, FUTA, and SDI contributions.

13 (e) Settlement Payments: Settlement Payments will be paid out of the Net
14 Settlement Amount. Each Settlement Class Member will be paid a pro-rata
15 share of the Net Settlement Amount, as calculated by the Claims Administrator.
16 The pro-rata share will be determined by comparing the individual Settlement
17 Class Member's Covered Workweeks employed during the Class Period in
18 California to the total Covered Workweeks of the Class during the Class Period.
19 Settlement Class Members will be paid Settlement Payments based on the
20 shares as calculated by the Claims Administrator. Settlement Payments in the
21 appropriate amounts will be distributed by the Claims Administrator by mail to
22 the Settlement Class Members. Un-cashed, unclaimed or abandoned checks,
23 shall be transmitted in accordance with California Code of Civil Procedure
24 § 384(b), as set forth below.

25 (f) Allocation of Settlement Payments: The Parties have agreed that all Settlement
26 Payments will be allocated as follows: ten percent (10%) as wages, forty-five
27 percent (45%) as penalties and forty-five percent (45%) as interest. Appropriate
28 federal, state and local withholding taxes will be taken out of the wage

1 allocations, and each Settlement Class Member will receive an IRS Form W-2
2 with respect to this portion of the Settlement Payment. The employer's share of
3 payroll taxes and other required withholdings will be paid as set forth above,
4 including but not limited to the Defendant's FICA and FUTA contributions,
5 based on the payment of claims to the Settlement Class Members. IRS Forms
6 1099 will be issued to each Settlement Class Member reflecting the payments
7 for penalties and interest. Settlement Class Members are responsible to pay
8 appropriate taxes due on the Settlement Payments they receive. To the extent
9 required by law, IRS Forms 1099 and W-2 will be issued to each Settlement
10 Class Member with respect to such payments.

11 (g) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement
12 Payments to individual Settlement Class Members shall be deemed to be paid to
13 such Settlement Class Member solely in the year in which such payments
14 actually are received by the Settlement Class Member. It is expressly
15 understood and agreed that the receipt of such Settlement Payments will not
16 entitle any Settlement Class Member to additional compensation or benefits
17 under any company bonus, contest or other compensation or benefit plan or
18 agreement in place during the period covered by the Settlement, nor will it
19 entitle any Settlement Class Member to any increased retirement, 401(k)
20 benefits or matching benefits or deferred compensation benefits. It is the intent
21 that the Settlement Payments provided for in this Settlement are the sole
22 payments to be made by Defendant to the Settlement Class Members, and that
23 the Settlement Class Members are not entitled to any new or additional
24 compensation or benefits as a result of having received the Settlement Payments
25 (notwithstanding any contrary language or agreement in any benefit or
26 compensation plan document that might have been in effect during the period
27 covered by this Settlement).

28 (h) Attorneys' Fees and Costs: Subject to approval by the Court, Defendant will

1 not object to Class Counsel's application for attorneys' fees not to exceed 40%
2 of the Gross Settlement Amount (\$380,000.00) and litigation costs not to
3 exceed \$30,000.00.

- 4 (i) Service Payment for Class Representative: Subject to Court approval, and in
5 exchange for a general release, Defendant will not object to Class Counsel's
6 application for a Service Payment of up to \$10,000 for Plaintiff for her service
7 as the Class Representative. Defendant's agreement not to object to Plaintiff's
8 request of up to \$10,000 each is without prejudice to (1) Plaintiff's right to
9 argue for a higher amount if she so chooses; or (2) Defendant's ability to object
10 to any amount greater than \$10,000. It is understood that this Service Payment
11 is in addition to the individual Settlement Payments to which the Class
12 Representative is entitled along with the other Settlement Class Members. The
13 Claims Administrator will issue an IRS Form 1099 for the Service Payment to
14 the Class Representative. The Class Representative will be individually
15 responsible for correctly characterizing this compensation on her personal
16 income tax returns for tax purposes and for paying any taxes on the amounts
17 received. Should the Court approve the Service Payment to the Class
18 Representative in an amount less than that set forth above, the difference
19 between the lesser amount approved by the Court and the Service Payment
20 amount set forth above shall be added to the Net Settlement Amount. The
21 Claims Administrator will pay the court-approved Class Representative Service
22 Payment along with the rest of the distribution of the Net Settlement Amount.
- 23 (j) Claims Administrator: The Claims Administrator will be ILYM Group, Inc. or
24 such other claims administrator as may be mutually agreeable to the Parties and
25 approved by the Court. Claims administration costs are estimated not to exceed
26 \$20,000.00.
- 27 (k) Funding of Settlement Account: Defendant will fund the settlement account
28 within 15 calendar days of the Effective Date of the Settlement.

- 1 (l) Mailing of Settlement Payments: The Claims Administrator shall cause the
2 Settlement Payments to be mailed to the Class Members within twenty (20)
3 calendar days of the Effective Date of the Settlement.
- 4 (m) Notice of Settlement Payment: For each Class Member, there will be pre-
5 printed information on the Notice of Settlement Payment mailed to the Class
6 Member, based on Defendant's records, stating the Class Member's Covered
7 Workweeks during the Class Period and the estimated Settlement Payment
8 under the Settlement. The pre-printed information based on Defendant's
9 records shall be presumed to be correct. A Class Member may dispute the pre-
10 printed information on the Notice of Settlement Payment as to his or her
11 Covered Workweeks during the Class Period. Class Members have sixty (60)
12 calendar days from the original date of mailing the Notice of Settlement
13 Payment to dispute the information on the Notice of Settlement Payment as to
14 his or her Covered Workweeks. Unless a disputing class member submits
15 documentary evidence in support of his or her dispute, the records of the
16 Defendant will be determinative. The notice shall be provided in both English
17 and Spanish.
- 18 (n) Resolution of Disputes: If a Class Member disputes the accuracy of
19 Defendant's records, and the Parties' counsel cannot resolve the dispute
20 informally, the matter will be referred to the Claims Administrator. The Claims
21 Administrator will review Defendant's records and any information or
22 documents submitted by the Class Member and issue a non-appealable decision
23 regarding the dispute. The Class Member must submit information or
24 documents supporting his or her position to the Claims Administrator prior to
25 the expiration of the 60-day claims period. Information or documents
26 submitted after the expiration of the 60-day claims period will not be considered
27 by the Claims Administrator, unless otherwise agreed to by the Parties.
- 28 (o) Right Of Class Member To Request Exclusion From The Settlement: Any

1 Class Member may request to be excluded from the Class by mailing a
2 “Request for Exclusion from Settlement” within sixty (60) calendar days from
3 the original date of the mailing of the Notice of Class Action Settlement by the
4 Claims Administrator. Any Request for Exclusion must include the name,
5 address, telephone number and signature of the Class Member requesting
6 exclusion. Any such request must be made in accordance with the terms of the
7 Notice of Class Action Settlement. Any Class Member who timely requests
8 exclusion in compliance with these requirements (i) shall not have any rights
9 under this Settlement; (ii) shall not be entitled to receive any Settlement
10 Payments under this Settlement; and (iii) shall not be bound by this Settlement
11 or the Court’s Order and Final Judgment.

12 (p) Right of Class Member To Object To The Settlement: A Settlement Class
13 Member who wishes to object to the Settlement must submit to the Settlement
14 Administrator a written brief or statement of objection. The objection must
15 (1) state the full name of the Settlement Class Member; (2) be signed by the
16 Settlement Class Member; (3) state the grounds for the objection; and (4) be
17 postmarked by the Response Deadline and returned to the Settlement
18 Administrator at the address specified on the Notice. Class Members shall have
19 sixty (60) days after the initial mailing of the Class Notices to object to the
20 Settlement in writing.

21 SETTLEMENT ADMINISTRATION

22
23 39. Subject to the Court’s approval, the Parties have agreed to the appointment of
24 ILYM Group, Inc. to perform the customary duties of Claims Administrator. The Claims
25 Administrator will mail the Notice of Class Action Settlement and Notice of Settlement Payment to
26 the Class Members. There will be a sixty (60) day period from the date the Claims Administrator
27 mails the Notice of Class Action Settlement and Notice of Settlement Payment for Class Members to
28 submit a claim, to dispute the information contained in the Notice of Settlement Payment, to file an

41. In accordance with the terms of this Settlement, and upon receipt of funds from Defendant, the Claims Administrator will issue and send out the Settlement Payment checks to the Settlement Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the Claims Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out.

42. In consideration for resolving this matter and in exchange for the release of all claims by the Settlement Class Members, and subject to approval by the Court, Defendant will not object to Class Counsel's application for attorneys' fees not to exceed 40% of the Gross Settlement Amount (\$380,000.00) and litigation costs not to exceed \$30,000.00. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Settlement and administration of the Settlement. Should Class Counsel request a lesser amount and/or the Court approve a lesser amount of attorneys' fees and/or attorneys' costs, the difference between the lesser amount and the maximum amount set forth above shall be added to the Net Settlement Amount. The attorneys' fees and costs approved by the Court shall be paid to Class Counsel within twenty (20) calendar days following the Effective Date of the Settlement through the Gross Settlement Amount funded by Defendant.

NOTICE TO THE CLASS & NOTICE OF SETTLEMENT PAYMENT

43. A Notice of Class Action Settlement in approximately the form attached hereto as Exhibit “A,” and as approved by the Court, shall be sent by the Claims Administrator to the Class Members by first class mail. In addition, a Settlement Allocation Form in approximately the form attached hereto as Exhibit “B,” and as approved by the Court, shall also be sent by the Claims Administrator to the Class Members by first class mail. Translations of Exhibits “A” and “B” from English to Spanish shall also be provided to all Class Members. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Claims Administrator to forward the Notices to the Class.

(a) Within 15 calendar days from the date of preliminary approval of this Settlement by the Court, Defendant shall provide to the Claims Administrator a class database containing the following information for each Class Member:

(1) name; (2) Last Known Address; (3) Last Known Telephone Number; (4) social security number; (5) employee identification number; (6) dates of employment at Defendant’s facilities in California; and (7) Covered Workweeks during the Class Period. This database shall be based on Defendant’s payroll and other business records and shall be provided in a format acceptable to the Claims Administrator. The Claims Administrator will run a check of the Class Members’ addresses against those on file with the U.S. Postal Service’s National Change of Address List; this check will be performed only once per Class Member by the Claims Administrator. Absent mutual written agreement of counsel for the Parties or Court order, the Claims Administrator will keep this database confidential and use it only for the purposes described herein, and will return this database to Defendant upon final approval of the settlement and/or destroy electronic records containing the database after the Settlement is final and all payments are distributed as required under this Joint Stipulation.

(b) Within 15 calendar days after the Class database is provided to the Claims

1 Administrator, the Claims Administrator will mail the Notices of Class Action
2 Settlement and Notices of Settlement Payment to the Class Members by first
3 class United States mail. There will be a sixty (60) day period from the date the
4 Notices of Class Action Settlement and Notices of Settlement Payment are
5 mailed during which Class Members can submit a claim, dispute the
6 information contained in the Notice of Settlement Payment, file an objection, or
7 request exclusion (opt-out) from the Settlement.

8 (c) Notices returned to the Claims Administrator as non-deliverable during the
9 sixty (60) calendar-day period shall be resent to the forwarding address, if any,
10 on the returned envelope. A returned Notice will be forwarded only once per
11 Class Member by the Claims Administrator. If there is no forwarding address,
12 the Claims Administrator will do a computer search for a new address using the
13 Class Member's social security number; this search will be performed only
14 once per Class Member by the Claims Administrator. Upon completion of
15 these steps by the Claims Administrator, Defendant and the Claims
16 Administrator shall be deemed to have satisfied their obligations to provide the
17 Notice of Class Action Settlement and Notice of Settlement Payment to the
18 affected Class Member. The affected Settlement Class Member shall remain a
19 member of the Class and shall be bound by all the terms of the Settlement and
20 the Court's Order and Final Judgment.

21 (d) The Claims Administrator will not send any reminder notices of any nature to
22 the Class Members.

23 (e) The Settlement Administrator shall also provide Settlement Class Members
24 with notice of entry of judgment by mail.

25 (f) Class Counsel shall provide to the Court, at least five calendar days prior to the
26 final approval hearing, a declaration by the Claims Administrator of due
27 diligence and proof of mailing with regard to the mailing of the Notices of
28 Class Action Settlement and Notices of Settlement Payment, as well as a list of

1 Class Members who submitted timely and valid Requests for Exclusion from
2 Settlement.

3
4 **ADMINISTRATION OF SETTLEMENT PAYMENTS**

5 44. As set forth above, each Class Member will have 60 calendar days after the
6 mailing of the Notice of Class Action Settlement within which to postmark to the Claims
7 Administrator any challenge or dispute to the information on the Notice of Settlement Payment. No
8 disputes will be honored if they are postmarked after the 60 calendar-day period, unless the parties
9 mutually agree to accept the untimely dispute. Each Class Member is responsible to maintain a
10 photocopy of any documents sent to the Claims Administrator and a record of proof of mailing.

11 45. The Claims Administrator shall cause the Settlement Payments to be mailed to
12 the Settlement Class Members within 20 calendar days of the Effective Date of the Settlement.
13 Settlement Payment checks shall remain valid and negotiable for one hundred and eighty (180)
14 calendar days from the date of their issuance. Settlement checks will automatically be cancelled by
15 Defendant or the Claims Administrator if they are not cashed by the Settlement Class Member within
16 that time, and the Settlement Class Member's claims will remain released by the Settlement.
17 Settlement checks which have expired will not be reissued.

18 46. After one-hundred and eighty (180) calendar days from the date of mailing, the
19 checks shall become null and void, and any monies remaining in the distribution account shall be
20 distributed to the State of California's Unclaimed Property Fund in the names of the Settlement Class
21 Members who failed to cash their checks. The Parties agree that this disposition results in no "unpaid
22 residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be
23 paid out to Settlement Class Members, whether or not they all cash their Settlement Checks.

24 47. Upon completion of its calculation of Settlement Payments, the Claims
25 Administrator shall provide Class Counsel and Defendant's Counsel with a report listing the amount
26 of all payments to be made to each Settlement Class Member (to be identified anonymously by
27 employee number). A Declaration attesting to completion of all payment obligations will be provided
28 to Class Counsel and Defendant's Counsel and filed with the Court.

RELEASE BY PLAINTIFF AND SETTLEMENT CLASS MEMBERS

48. Upon the final approval by the Court of this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class and each Settlement Class Member will release claims as follows:

(a) **Identity of Released Parties.** The Settlement Class Members will fully release and hold harmless Defendant, its past or present subsidiaries, affiliates, parents, related business entities and its and their respective officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, successors and predecessors in interest, and attorneys (collectively, "Releasees").

(b) **Claims Released By Settlement Class Members.** As of the Effective Date, and upon Defendant providing the Gross Settlement Amount to the Claims Administrator, and except as to such rights or claims as may be created by this Agreement, each and every Settlement Class Member, on behalf of himself or herself and his or her heirs and assigns hereby releases Releasees from the following claims ("Released Claims") for the entire Class Period:

- 1) any and all claims that are asserted in the Second Amended Complaint (including, but not limited to: any claims for failure to provide minimum wage and overtime wages, failure to provide meal breaks, failure to provide rest breaks, failure to calculate meal period or rest break premiums accurately, failure to calculate regular rate of pay or overtime correctly, failure to timely pay all final wages, failure to provide accurate written wage statements; any related claims for unfair business practices (including unlawful, deceptive, or unfair business practices prohibited by the California Business and Professions Code §§ 17200, *et seq.*) arising out of alleged violations of wage, hour and related record-keeping provisions of the California Labor Code, the applicable wage orders of the California Industrial Welfare Commission, and any

1 applicable state law; and claims for civil penalties under the Private
2 Attorney General Act) or that could have been asserted between January
3 29, 2017 through the date of Preliminary Approval from the facts
4 alleged in the Second Amended Complaint. The Release will cover the
5 time period up to and including the date the Settlement receives
6 preliminary approval by the Court. With respect to any Settlement
7 Class Members who cash the Settlement Payment checks they receive
8 pursuant to Paragraph 38(e), this release shall also include any and all
9 claims under the Fair Labor Standards Act ("FLSA") that are asserted in
10 the operative complaints filed in the Litigation or that could have been
11 asserted between January 29, 2017 through the date of Preliminary
12 Approval from the facts alleged in the operative complaints filed in the
13 Litigation.

- 14 2) Release of FLSA Claims: Without conceding that any release of claims
15 under the Fair Labor Standards Act ("FLSA") requires any affirmative
16 conduct or opt-in by Settlement Class members, the Parties agree that
17 the cashing of checks by Settlement Class Members shall be deemed an
18 opt-in to an FLSA collective action and, with respect to the Settlement
19 Class Members who cash the Settlement Payment checks, the release
20 specified in Paragraph 48(b)(1) shall also include any and all claims
21 under the FLSA that are asserted in the operative complaints filed in the
22 Litigation or that could have been asserted between January 29, 2017
23 through the date of Preliminary Approval from the facts alleged in the
24 operative complaints filed in the Litigation. Each Settlement Class
25 Member's check will include the following language, or words to that
26 effect, immediately above the endorsement signature line: "I understand
27 and acknowledge that, by cashing or depositing this check, I reiterate
28 my agreement to the release set forth in the Joint Stipulation, including

1 release of wage and hour claims, and to opt into the Settlement for
2 purposes of the Fair Labor Standards Act (FLSA), and forever release
3 any FLSA claims related to the claims asserted in the Litigation.”
4

5 **GENERAL RELEASE BY CLASS REPRESENTATIVE**

6 49. In addition to releasing Releasees from the Released Claims, Plaintiff makes the
7 additional general release of all claims, known or unknown, in exchange and consideration of the
8 Service Payment described herein. Plaintiff agree to a general release of the Releasees from all
9 claims, demands, rights, liabilities, actions, grievances, demands for arbitration, and causes of action
10 of every nature and description whatsoever, known or unknown, pending or threatened, asserted or
11 that might have been asserted, whether brought in tort or in contract, whether under state or federal or
12 local law during the Class Period. This includes but is not limited to a release of all claims under Title
13 VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Older
14 Workers Benefits Protection Act, the Rehabilitation Act of 1973, the Civil Rights Acts of 1866 and
15 1991, the Americans with Disabilities Act of 1990, the Employee Retirement Income Security Act of
16 1974, the Equal Pay Act of 1963, the Family and Medical Leave Act of 1993, the California Family
17 Rights Act, the Occupational Safety and Health Act of 1970, the Worker Adjustment and Retraining
18 Notification Act of 1989, the California Fair Employment and Housing Act, the California Business
19 and Professions Code, the California Labor Code, the Sarbanes-Oxley Act, the Dodd-Frank Act, the
20 California Whistleblower Protection Act and any other federal, state, or local statute, regulation, or
21 common law regarding compensation, employment, employment discrimination, termination of
22 employment, defamation, libel, retaliation, equal opportunity, or wage and hour claims. The claims
23 being released in this subsection are referred to in this Joint Stipulation as “Plaintiff’s Released
24 Claims.”

25 50. Except as otherwise specifically provided under this Joint Stipulation, Plaintiff
26 expressly waives and relinquishes all rights and benefits afforded by § 1542 of the Civil Code of the
27 State of California, which provides:

28 **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.

This Release excludes any release that cannot be made as a matter of law.

51. Plaintiff understands and agrees that she:

- (a) Has a full twenty-one (21) days after receipt of this Joint Stipulation within which to review and consider the Joint Stipulation;
- (b) Is advised to consult with an attorney, which she may freely choose prior to executing this Joint Stipulation;
- (c) Has carefully read and fully understands the provisions of this Joint Stipulation;
- (d) Is, through and in accordance with the terms set forth in this Joint Stipulation, releasing Releasees from any and all claims they have or may come to have against the Releasees;
- (e) Is knowingly and voluntarily agreeing to all the terms set forth in this Joint Stipulation;
- (f) Has seven (7) days after the execution of this Joint Stipulation within which she may revoke this Joint Stipulation. In order to revoke this Joint Stipulation of Settlement, Plaintiff must deliver to Christopher A. Stecher, counsel for Defendant, at 450 Pacific Ave., San Francisco, CA 94133 and/or christopher.stecher@kyl.com, a letter stating that she is revoking this Joint Stipulation no later than seven (7) days after she executes it;
- (g) That, because of this revocation period, this General Release shall not become effective or enforceable until the eighth (8th) day following the date Plaintiff executes this Joint Stipulation;
- (h) Is not waiving any rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.) that may arise after the date this Joint Stipulation is executed; and

- (i) Is, by reason of this Joint Stipulation and the release of claims herein, receiving from Defendant good and sufficient consideration in addition to anything of value to which she is already entitled.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

52. Class Counsel will provide to Defendant's Counsel for review and approval and then shall submit this Joint Stipulation to the Court in support of Plaintiff's unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation, Plaintiff shall apply to the Court for the entry of an order:

- (a) Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs, and the Class Representative's service payment, should be finally approved as fair, reasonable, and adequate as to the members of the Class;
- (b) Certifying a Class for purposes of settlement only;
- (c) Approving as to form and content the proposed Notice of Class Action Settlement;
- (d) Approving as to form and content the proposed Notice of Settlement Payment;
- (e) Directing the mailing of the Notices; and
- (f) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

53. Following final approval by the Court of the Settlement provided for in this Joint Stipulation, Class Counsel will provide to Defendant's Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

- 1 (b) Approving Class Counsel's application for an award of attorneys' fees and
2 costs;
3 (c) Approving any service payment to the Class Representative; and
4 (d) Entering a final judgment in the action.
5

6 **NULLIFICATION AND TERMINATION**

7 54. In the event that this Settlement is not approved by the Court, or if for any
8 reason the Effective Date does not occur, the Settlement shall be deemed null, void and unenforceable
9 and shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or
10 any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other
11 proceeding, including without limitation any wage and hour, or other litigation against Defendant.

12 55. If 7% or more of the Class Members request exclusion or opt out of this
13 Settlement, then Defendant in its sole discretion may elect to terminate, nullify and void this
14 Settlement. The Claims Administrator shall provide Defendant's Counsel with the information
15 necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly
16 basis. To terminate this Settlement under this paragraph, Defendant's Counsel must give Class
17 Counsel written notice no later than 15 calendar days after the opt-out and objection period has
18 expired.

19 56. In the event this Settlement is nullified or terminated as provided above: (i) this
20 Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related
21 negotiations or proceedings shall have any force or effect and no party shall be bound by any of its
22 terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if
23 the Settlement had been neither entered into nor filed with the Court.
24

25 **PARTIES' AUTHORITY**

26 57. The signatories hereto hereby represent that they are fully authorized to enter
27 into this Settlement and bind the Parties hereto to the terms and conditions thereof.
28

MUTUAL FULL COOPERATION

58. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's preliminary and final approval of this Settlement.

NO PRIOR ASSIGNMENTS

59. The Parties and their respective counsel 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 herein released and discharged except as set forth herein.

NO ADMISSION OF LIABILITY

60. Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all the claims and contentions alleged by Plaintiff in this Litigation. The Defendant has entered into this Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

ENFORCEMENT ACTIONS

61. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs,

1 including expert witness fees incurred in connection with any enforcement actions.

2
3 **NOTICES**

4 62. Unless otherwise specifically provided herein, all notices, demands or other
5 communications given hereunder shall be in writing and shall be deemed to have been duly given as
6 of the third business day after mailing by United States registered or certified mail, return receipt
7 requested, addressed as follows:

8 **Class Counsel:**

9 Kane Moon

E-mail: kane.moon@moonyanglaw.com

10 Allen Feghali

E-mail: allen.feghali@moonyanglaw.com

11 Edwin Kamarzarian

E-mail: ed.kamarzarian@moonyanglaw.com

12 **MOON & YANG, APC**

1055 W. Seventh St., Suite 1880

13 Los Angeles, California 90017

14 Telephone: (213) 232-3128

Facsimile: (213) 232-3125

15 **Counsel for Defendant:**

16 CHRISTOPHER A. STECHER

christopher.stecher@kyl.com

17 MICHELLE L. ABDOLHOSSEINI

michelle.abdolhosseini@kyl.com

18 KEESAL, YOUNG & LOGAN

A Professional Corporation

19 450 Pacific Avenue

San Francisco, California 94133

20 Telephone: (415) 398-6000

21 Facsimile: (415) 981-0136

22 **CONSTRUCTION**

23 63. The Parties hereto agree that the terms and conditions of this Settlement are the
24 result of lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not
25 be construed in favor of or against any party by reason of the extent to which any party or his, her or
26 its counsel participated in the drafting of this Settlement.
27
28

1 **CAPTIONS AND INTERPRETATIONS**

2 64. Paragraph titles or captions contained herein are inserted as a matter of
3 convenience and for reference, and in no way define, limit, extend, or describe the scope of this
4 Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a
5 recital.

6
7 **MODIFICATION**

8 65. This Settlement may not be changed, altered, or modified, except in writing and
9 signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged
10 except by performance in accordance with its terms or by a writing signed by the Parties hereto.

11
12 **INTEGRATION CLAUSE**

13 66. This Joint Stipulation contains the entire agreement between the Parties relating
14 to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
15 understandings, representations, and statements, whether oral or written and whether by a party or
16 such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

17
18 **BINDING ON ASSIGNS**

19 67. This Settlement shall be binding upon and inure to the benefit of the Parties
20 hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

21
22 **CLASS COUNSEL SIGNATORIES**

23 68. It is agreed that because the members of the Class are so numerous, it is
24 impossible or impractical to have each member of the Class execute this Settlement. The Notice of
25 Class Action Settlement, Exhibit "A" hereto, will advise all Class Members of the binding nature of
26 the release, and the release shall have the same force and effect as if this Settlement were executed by
27 each member of the Class.

COUNTERPARTS

69. This Settlement may be executed in counterparts and by electronic or facsimile signatures, 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 Settlement, which shall be binding upon and effective as to all Parties.

PUBLICITY

70. Class Representative and Class Counsel agree that they have not and will not discuss, disclose, or communicate the Settlement, other than pursuant to the terms of this Joint Stipulation and in the facilitation of finalizing this Settlement. Class Representative, in response to inquiries, will state that that “the Litigation was resolved.” Class Counsel and counsel for Defendant shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the litigation or the Settlement on their websites, except to facilitate the Settlement, and shall not contact the press, reporters or general media regarding the Settlement. As used herein, “press, reporters, or general media” shall refer to and include newspapers, periodicals, magazines, online publications, and television and radio stations and programs, and any representative of the foregoing. Class Counsel is authorized to make disclosures to the Court for the purposes of obtaining the approval of the Settlement and is further authorized to make disclosures to and communicate with Class Representative, Class Members, and the Settlement Administrator regarding the terms of this Stipulation and the Settlement. This provision is not intended to keep the terms of the Settlement confidential, but rather to avoid use of the Settlement terms to promote an attorney’s services or profits.

(signatures on next page)

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
Joint Stipulation between Plaintiff and Defendant as set forth below:

IT IS SO STIPULATED.

Dated: 10/7/2022, 2022

DocuSigned by:
Glenish Wallick
E80C37081FC6438...

GLENISH WALLICK
Plaintiff and Class Representative

CAMPBELL SOUP SUPPLY COMPANY, LLC

Dated: _____, 2022

By: _____

Its: _____

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
Joint Stipulation between Plaintiff and Defendant as set forth below:

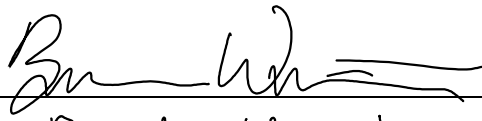
IT IS SO STIPULATED.

Dated: _____, 2022

GLENISH WALLICK
Plaintiff and Class Representative

CAMPBELL SOUP SUPPLY COMPANY, LLC

Dated: October 5th, 2022



By: Brendan Washington
Its: Vice President of Manufacturing

1 APPROVED AS TO FORM AND CONTENT:

2
3 DATED: 10/7/2022, 2022

MOON & YANG, APC

4
5 

6 KANE MOON
7 ALLEN FEGHALI
8 EDWIN KAMARZARIAN
Attorneys for Plaintiff GLENISH WALLICK and the
Class

9
10 DATED: _____, 2022

KEESAL, YOUNG & LOGAN

11
12 _____
13 CHRISTOPHER A. STECHER
14 MICHELLE L. ABDOLHOSSEINI
Attorneys for Defendant
15 CAMPBELL SOUP SUPPLY COMPANY, LLC
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1 APPROVED AS TO FORM AND CONTENT:
2

3 DATED: _____, 2022

MOON & YANG, APC

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5
6 KANE MOON
7 ALLEN FEGHALI
8 EDWIN KAMARZARIAN
Attorneys for Plaintiff GLENISH WALLICK and the
Class

9
10 DATED: October 6, 2022

KEESAL, YOUNG & LOGAN

11 

12 CHRISTOPHER A. STECHER
13 MICHELLE L. ABDOLHOSSEINI
14 Attorneys for Defendant
15 CAMPBELL SOUP SUPPLY COMPANY, LLC
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EXHIBIT "A"

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Glenish Wallick v. Campbell Soup Supply Company, LLC
 San Joaquin County Superior Court Case No. STK-CV-UOE-2021-0000865

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY DEFENDANT CAMPBELL SOUP SUPPLY COMPANY, LLC IN CALIFORNIA AS A NON-EXEMPT (HOURLY PAID) EMPLOYEE AT ANY TIME DURING THE PERIOD OF JANUARY 29, 2017 THROUGH **<THE DATE WHEN THE COURT GRANTS PRELIMINARY APPROVAL>**, THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Glenish Wallick v. Campbell Soup Supply Company, LLC*, San Joaquin County Superior Court Case No. STK-CV-UOE-2021-0000865 (the “Action”). The purpose of this Notice of Proposed Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning final approval of the proposed Settlement will be held before the Hon. George J. Abdallah on [REDACTED], 2022, at 9:00 a.m. in Department 10A of the San Joaquin County Superior Court, 180 E Weber Ave., Stockton, California 95202, to determine whether the Settlement is fair, adequate and reasonable. As a Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to exclude yourself from the Settlement and keep your right to pursue your own legal action against Defendant about the claims in this matter. If you choose this option, you must exclude yourself, in writing, from the Settlement. If you exclude yourself, you will <u>not</u> receive any benefits from the Settlement.
OBJECT	To object to the Settlement, you may mail a written explanation of why you don’t like the Settlement to the Claims Administrator. This option is available only if you do <u>not</u> exclude yourself from the Settlement. You may also state whether you intend to intervene in this lawsuit and become a named party to the Action.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All current and former non-exempt employees of Defendant who worked for Defendant in California (“Covered Positions”) during the Class Period. “Settlement Class Members” are all Class Members who do not submit a timely and valid Request for Exclusion from Settlement to the Claims Administrator. (The “Class Period” is January 29, 2017 to the date upon which the Court grants preliminary approval.)

According to Defendant’s records, you are a member of the Class (“Class Member”).

What is this case about?

In the Action, Plaintiff Glenish Wallick (“Plaintiff”) alleges on behalf of herself and the Class the following causes of action: (1) Failure to Pay Minimum and Regular Rate Wages [Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Timely Pay Final Wages at Termination [Lab. Code §§ 201-203]; (6) Failure to Provide Accurate Itemized Wage Statements [Lab. Code § 226]; (7) Unfair Business Practices [Bus. & Prof. Code §§ 17200, *et seq.*]; and (8) civil penalties under the Private Attorney General Act (“PAGA”), Labor Code §§ 2698, *et seq.* Plaintiff seeks unpaid wages, actual damages, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys’ fees, and costs.

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes the Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

1. Class Counsel

Kane Moon
Allen Feghali
Edwin Kamarzarian
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
kane.moon@moonyanglaw.com
allen.feghali@moonyanglaw.com
edwin.kamarzarian@moonyanglaw.com

2. Defendant’s Counsel

CHRISTOPHER A. STECHER
christopher.stecher@kyl.com
Michelle L. Abdolhosseini
michelle.abdolhosseini@kyl.com
KEESAL, YOUNG & LOGAN
A Professional Corporation
450 Pacific Avenue
San Francisco, California 94133
Telephone: (415) 398-6000
Facsimile: (415) 981-0136

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$950,000 (the “Gross Settlement Amount”) for: (a) individual Settlement Payments to Settlement Class Members; (b) the Court-approved Class Representative Service Award to Plaintiff; (c) the Court-approved attorneys’ fees and costs to Class Counsel; (d) payment to the Claims Administrator for settlement administration services; and (e) payment to the Labor and Workforce Development Agency (“LWDA”) for PAGA penalties.

Individual Settlement Payments. After deduction from the Gross Settlement Amount for attorneys’ fees and costs, the Class Representative Service Award to Plaintiff, the payment to the LWDA, and claims administration costs, there will be a Net Settlement Amount. From this Net Settlement Amount, Defendant will make an individual Settlement Payment to each Settlement Class Member.

The Net Settlement Amount shall be divided among all Settlement Class Members on a pro rata basis based upon the total number of workweeks worked by each respective Settlement Class Member as a non-exempt employee in the State of California during the Class Period. Your estimated individual Settlement Payment is listed on the **Settlement Allocation Form** enclosed in this Notice Packet.

For tax reporting purposes, the payments to Settlement Class Members will be allocated ten percent (10%) as wages, forty-five percent (45%) as penalties and forty-five percent (45%) as interest. The wage portion of the individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Claims Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the individual Settlement Payments. The portion of the Settlement Payments allocated to penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC. Any taxes owed on that other miscellaneous income will be the responsibility of Settlement Class Members receiving those payments.

All checks for individual Settlement Payments paid to Settlement Class Members shall advise that the checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not cashed by a Settlement Class Member within that time. Any individual Settlement Payment that is not cashed by a Settlement Class Member within one hundred eighty (180) days of issuance shall be distributed to the State of California's Unclaimed Property Fund in the names of the Settlement Class members who failed to cash their checks.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Settlement Class Member.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Award, Claims Administration Costs and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees up to \$380,000 (40%) of the Gross Settlement Amount and reimbursement of reasonable costs incurred in the Action not to exceed \$30,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Award payment of up to \$10,000.00 to Plaintiff for her efforts in bringing the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$20,000.00. A payment in the amount of \$60,000.00 will also be made to the LWDA for PAGA penalties, which represents 75% of the \$80,000 set aside for payment under PAGA.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative and each Settlement Class Member will release claims as follows:

(a) **Identity of Released Parties.** The Settlement Class Members will fully release and hold harmless Defendant, its past or present subsidiaries, affiliates, parents, related business entities and its and their respective officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, successors and predecessors in interest, and attorneys (collectively, "Releasees").

(b) **Claims Released By Class Members.** As of the Effective Date, and upon payment of amounts set forth herein, and except as to such rights or claims as may be created by this Agreement, each and every Settlement Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has properly elected to opt out of the class, hereby releases Releasees from the following claims ("Released Claims") for the entire Class Period:

- 1) any and all claims that are asserted in the Second Amended Complaint (including, but not limited to: any claims for failure to provide minimum wage and overtime wages, failure to provide meal breaks, failure to provide rest breaks, failure to calculate meal period or rest break premiums accurately, failure to calculate regular rate of pay or overtime correctly, failure to timely pay all final wages, failure to provide accurate written wage statements; any related claims for unfair business practices (including unlawful, deceptive, or unfair business practices prohibited by the California Business and Professions Code §§ 17200, *et seq.*) arising out of alleged violations of wage, hour and related record-keeping provisions of the California Labor Code, the applicable wage orders of the California Industrial Welfare Commission, and any applicable state law; and claims for civil penalties under the Private Attorney General Act) or that could have been asserted between January 29, 2017 through the date of Preliminary Approval from the facts alleged in the Second Amended Complaint. The Release will cover the time period up to and including the date the Settlement receives preliminary approval by the Court.

2) Release of FLSA Claims: Without conceding that any release of claims under the Fair Labor Standards Act (“FLSA”) requires any affirmative conduct or opt-in by Settlement Class members, the Parties agree that the cashing of checks by Settlement Class Members shall be deemed an opt-in to an FLSA collective action and, with respect to the Settlement Class Members who cash the Settlement Payment checks, the release specified in Paragraph (b)(1) above shall also include any and all claims under the FLSA that are asserted in the operative complaints filed in the Litigation or that could have been asserted between January 29, 2017 through the date of Preliminary Approval from the facts alleged in the operative complaints filed in the Litigation. Each Settlement Class Member’s check will include the following language, or words to that effect, immediately above the endorsement signature line: “I understand and acknowledge that, by cashing or depositing this check, I reiterate my agreement to the release set forth in the Joint Stipulation, including release of wage and hour claims, and to opt into the Settlement for purposes of the Fair Labor Standards Act (FLSA), and forever release any FLSA claims related to the claims asserted in the Litigation.”

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an individual Settlement Payment under the Settlement, **you do not need to take any action.** By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you may submit a written objection and notice of intent to appear at the final approval hearing (“Notice of Objection”) to the Claims Administrator at [redacted], [City], [State] [Zip]. The Notice of Objection must: (1) state your full name; (2) state the grounds for the objection; (3) be signed by you; (4) be postmarked on or before [Response Deadline] and returned to the Claims Administrator at the address listed above; and (5) state whether you intend to formally intervene and become a party of record in the action. You can also hire an attorney at your own expense to represent you in your objection. The Parties may file responses to any Notices of Objection at least five (5) days (or some other number of days as the Court shall specify) before the final approval hearing. Any Settlement Class Member who does not timely object in the manner described may still appear at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

OPTION B. Request to Be Excluded from the Settlement. If you do not want to be part of the Settlement, you must submit a written “Request to be Excluded from the Settlement” to the Claims Administrator at [redacted], [City], [State] [Zip]. In order to be valid, your Request to be Excluded from the Settlement must be postmarked on or before [Response Deadline] and state as follows or in substantially similar terms:

“I WISH TO BE EXCLUDED FROM THE CLASS IN THE GLENISH WALLICK V. CAMPBELL SOUP SUPPLY COMPANY, LLC CLASS ACTION LAWSUIT, SAN JOAQUIN COUNTY SUPERIOR COURT CASE NO. STK-CV-UOE-2021-0000865. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT.”

Any Request for Exclusion must include your name, address, telephone number and the signature of the Class Member requesting exclusion. If you do not submit a signed Request to be Excluded from the Settlement on time (as shown by the postmark), your Request will be rejected, you will be deemed a Settlement Class

Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a signed Request to be Excluded from the Settlement, you will have no further role in the Action, and you will not be entitled to any benefit, including money, as a result of the Action and Settlement and will not be entitled to or permitted to assert an objection to the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Class Representative Service Award to Plaintiff, the claims administration costs, and the payment to the LWDA for PAGA penalties on [REDACTED], 2023, at 9:00 a.m. in Department 10A of the San Joaquin County Superior Court, 180 E Weber Ave., Stockton, California 95202. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an individual Settlement Payment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. The Settlement Agreement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the San Joaquin County Superior Court. You may also request a copy of the Settlement Agreement from the Claims Administrator, at the address listed above.

PLEASE DO NOT CONTACT THE COURT, PARTIES, OR COUNSEL FOR THE PARTIES FOR INFORMATION REGARDING THIS SETTLEMENT.

EXHIBIT "B"

SETTLEMENT PAYMENT ALLOCATION FORM

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Calculation of Settlement Payments: Each Settlement Class Member's share of the Net Settlement Amount shall be based upon his or her "Covered Workweeks," or the total number of workweeks worked by current and former non-exempt employees of Defendant who worked for Defendant in California ("Covered Positions") during the Class Period. "Settlement Class Members" are all Class Members who do not submit timely and valid Requests for Exclusion from Settlement to the Claims Administrator. (The "Class Period" is January 29, 2017 through the date upon which the Court grants preliminary approval). Each Settlement Class Member's individual Settlement Payment shall be calculated as follows:

Defendant shall provide the Claims Administrator with the Covered Workweeks for each Settlement Class Member; the Claims Administrator shall then (1) divide each Settlement Class Member's Covered Workweeks by the total Covered Workweeks worked by all Settlement Class Members, and (2) multiply the result in (1) by the Net Settlement Amount. This calculation yields the amount of the Settlement Class Member's individual "Settlement Payment." The individual Settlement Payment will be reduced by any required legal deductions and/or payroll withholdings.

Your Covered Workweeks and Estimated Individual Settlement Payment: According to Defendant's records, your Covered Workweeks for the Class Period are <<CoveredWorkweeks>>. Based on the number of your Covered Workweeks, **your estimated individual Settlement Payment is <<EstSettPayment>>.** Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you disagree with the number of Covered Workweeks stated above, you must send a letter to the Claims Administrator stating the reasons why you dispute the number of Covered Workweeks and provide any supporting documentation that you have (e.g., any paystubs). The information you provide should include the estimated Covered Workweeks you claim you worked from January 29, 2017, through <<DATE (the date upon which the Court grants preliminary approval)>>.

Any disputes and supporting documentation must be mailed to the Claims Administrator at the address listed below by First Class U.S. Mail, postmarked no later than [Response Deadline].

Wallick v. Campbell Soup Supply Company Settlement [Claims Administrator] [Address] [City, State Zip, Telephone Number]
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If you dispute the number of Covered Workweeks stated above, Defendant's records will be presumed accurate unless you are able to provide documentation to the Claims Administrator that establishes otherwise. The Claims Administrator will evaluate the evidence submitted by you and will make the final decision as to the Covered Workweeks that should be applied and/or the individual Settlement Payment to which you may be entitled. Such a determination will be final and binding, yet subject to review by Class Counsel, Defendant's Counsel, and the Court.