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Attorneys for Plaintiff GONZALO ROJAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

GONZALO ROJAS, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

PREFERRED FOOD SERVICE, INC., an unknown business entity; LOS ANGELES POULTRY CO., INC., a California corporation; DROR DAHAN, an individual; DAVID DAHAN, an individual; LILY DAHAN, an individual; ILANA DAHAN, an individual; BAR DAHAN, an individual; and DOES 1 through 100, inclusive;

Defendants.

Case No. 21STCV08225

DECLARATION OF ELIZABETH PARKER FAWLEY, ESQ. IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: May 7, 2025
Time: 9:00 a.m.

Judge: Hon. Elihu M. Berle
Dept.: 6

I, Elizabeth Parker-Fawley, Esq, declare as follows:

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law at Lawyers for Justice, PC (hereinafter "Class Counsel"). I am co-counsel of record for Plaintiff GONZALO ROJAS (hereafter "Plaintiff") in this wage and hour class action filed against PREFERRED FOOD SERVICE, INC., LOS ANGELES POULTRY CO., INC., DROR DAHAN, DAVID DAHAN, LILY DAHAN, ILANA DAHAN AND BAR DAHAN (hereinafter "Defendants") (collectively, Plaintiff and Defendants are, the "Parties").

2. This declaration is being submitted in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Class Action and PAGA Settlement Agreement (hereinafter "Agreement"). Attached thereto as **Exhibit A** is a true and correct copy of the Notice of Class Action and PAGA Settlement ("Class Notice").

4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed January 13, 2025, Preliminary Approval Order.

5. Attached hereto as **Exhibit "3"** is a true and correct copy of the October 11, 2024, proof of filing the proposed Settlement with the LWDA.

6. Attached hereto as **Exhibit "4"** is true and correct copy of the March 7, 2025, proof of filing this motion seeking final approval of this Settlement with the LWDA.

INTRODUCTION

7. An objective evaluation of the proposed settlement of $1,200,000.00 ("Total Settlement Amount") confirms that the relief negotiated on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over by Lynn Frank, Esq., a wage and hour class action mediator. After deducting any Court-approved Attorneys' Fees and Costs, Enhancement Award, Settlement Administration Costs, and the PAGA Penalty Amount, including the payment to the Labor & Workforce Development Agency ("LWDA"), the Net Settlement Amount shall be distributed to the Settlement Class Members based on the number of Workweeks they were employed by Defendants during the

Class Release Period. ***The Class greeted news of the Settlement with unanimous approval as, at the time of the filing of this motion, all 360 Class Members chose to participate in the Settlement. There are zero opt-outs and zero objections to the approval.***[1] The unanimous approval by the Class evidences the clear fairness and reasonableness of the Settlement.

8. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (see infra). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to wait (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

9. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness. Accordingly, Plaintiff and Class Counsel respectfully request this Court grant final approval of the Agreement and entry of the proposed Final Approval Order and Judgment.

OVERVIEW OF THE LITIGATION

10. Defendants produce and distribute poultry items. Defendants operate in California, including in Los Angeles County where Plaintiff worked. Plaintiff worked for Defendants in California from approximately January 2015 to approximately July 2020 as a non-exempt employee, paid on an hourly basis. Plaintiff alleges that he was denied, *inter alia*, legally compliant meal and rest periods, minimum wages, and overtime compensation. During his employment, Plaintiff was subject to Defendants' written policies and procedures contained in, among other documents, the "Employee Handbook."

11. Generally, Plaintiff claims that Defendants failed to pay for all time worked, failed to provide compliant meal and rest periods, failed to furnish accurate itemized wage statements, and failed to pay all wages timely during employment and upon separation. Defendants deny liability for each of Plaintiff's claims. Further, Defendants asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, facially compliant meal and rest period policies, compliant wage statements, and that it timely paid all wages due upon separation of employment.

[1] As of the filing of this Motion, 27 Notices were returned as undeliverable. Atticus Dec. at ¶ 7.

12. On March 1, 2021, Plaintiff filed a class action complaint in the Los Angeles County Superior Court, Case No. 21STCV08225 ("Action"). The Action alleged ten causes of action against the Defendants for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business & Professions Code §§ 17200, et seq.

13. On July 8, 2021, Plaintiff separately filed a PAGA-only action in the Los Angeles County Superior Court, Case No. 21STCV25148 (the "PAGA Action"). The PAGA Action alleged a single cause of action for civil penalties pursuant to the Private Attorneys General Act of 2004. The PAGA Action seeks civil penalties pursuant to the same alleged violation and same factual theories as outlined in the Class Action.

14. On July 22, 2023, the Parties participated in a full day mediation with wage and hour and PAGA mediator Lynn Frank, Esq. The Parties were unable to reach an agreement, and Defendants then noticed the Deposition of Gonzalo Rojas on August 3, 2023. On August 4, 2023, Plaintiff propounded multiple sets of written discovery requests on Defendants Preferred Food Service, Inc. and Los Angeles Poultry Co., Inc. (together, "Entity Defendants") (including Form Interrogatories—General (Set One), Special Interrogatories (Sets One and Two), Requests for Production of Documents (Set One) and Request for Admission (Set One)). On August 23, 2024, Plaintiff served Special Interrogatories (Set Three) and Requests for Production of Documents (Set Two) on both Entity Defendants. On September 6, 2023, both Entity Defendants provided responses to Plaintiff's Form Interrogatories—General (Set One), Special Interrogatories (Sets One and Two), Requests for Production of Documents (Set One) and Request for Admission (Set One). On September 13, 2023, Plaintiff served Demands for Site Inspection to each Entity Defendant. On September 26, 2023, Defendants provided responses to Plaintiff's Special Interrogatories (Set Three) and Requests for Production of Documents (Set Two).

15. On August 18, 2023, both Entity Defendants propounded multiple sets of written discovery requests on Plaintiff (including Form Interrogatories—General (Set One), Form Interrogatories—Employment Law (Set One) and Request for Production of Documents (Set One)) in both the Class and PAGA Actions. On September 19, 2023, Plaintiff responded to both Entity Defendants' discovery requests in both Actions.

16. On August 7, 2023, Plaintiff noticed the deposition of both Entity Defendants person(s) most knowledgeable along with accompanying requests for production of documents, and, on September 6, 2023, both Entity Defendants served their Objections to the notice of deposition.

17. On October 11, 2023, after further negotiations through the mediator, both sides agreed to an updated mediator's proposal which was subsequently memorialized in the form of a Memorandum of Understanding. Thereafter, the Parties drafted and negotiated a long-form settlement agreement. On October 10, 2024, the Parties filed a Joint Stipulation for Leave to File a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code section 2698, Et Seq. ("First Amended Complaint").

ATTORNEYS' FEES AND COSTS

18. Subject to Court approval, Class Counsel shall seek payment for Attorneys' Fees and Costs, comprised of Attorneys' Fees equal to 35% of the Total Settlement Amount, estimated to be $420,000, and Lawyers *for* Justice, PC seeks reimbursement of **$15,855.30** for litigation expenses incurred in the Actions. Plaintiff's counsel is to split the fees as follows: 85% to Lawyers for Justice, PC, 7.5% to the JCL Law Firm, APC, and 7.5% the Zakay Law Group, APLC. Plaintiff has consented to the fee sharing in writing.

THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

19. As detailed in the Motion for Preliminary Approval, Class Counsel thoroughly investigated the proposed Class Members' claims, applicable law, and potential defenses. Specifically, Class Counsel assessed the value of the class claims using data and documents provided by Defendants through formal and informal discovery. Class Counsel obtained time, payroll, and policy records, as well as data regarding the number of Class Members, workweeks, and average rate of pay to assess damages before mediation. Class Counsel worked with a third-party data expert to analyze Defendants' time and payroll data to formulate damage models estimating Defendants' liability exposure. Class

Counsel's investigation, research, experience, and damage models informed and guided the mediated negotiations that resulted in this settlement. Accordingly, Plaintiff's Counsel fully understood the strengths and weaknesses of the class claims before the parties reached a settlement.

20. The mediator helped manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with the mediator's assistance. Namely, the Parties exchanged information regarding their respective claims and defenses, including their respective evaluation of the damages. Though the Parties' initial mediation did not result in a settlement, the Parties held further mediated negotiations while pursuing formal discovery. Through these subsequent negotiations, the Parties agreed to an updated mediator's proposal. The complete and final terms of the Parties' settlement are now set forth in the Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

21. Class Counsel in this matter has extensive class action experience in multiple fields and has represented tens-of-thousands of persons in class actions. Counsel has previously litigated similar wage and hour class actions involving similar claims. Class Counsel has been approved as class counsel in similar wage and hour class actions throughout the State of California. As such, courts throughout the California have deemed Class Counsel experienced and knowledgeable in this area of law. Class Counsel has participated in every aspect of the settlement discussions and has concluded the settlement is fair, adequate, and reasonable and in the best interests of the Class.

ADEQUACY OF CLASS COUNSEL

22. Plaintiff, the Settlement Class Members and the PAGA Members are represented by Lawyers for Justice, PC, Zakay Law Group, APLC, and the JCL Law Firm, APC. The competency and experience of Zakay Law Group, APLC and JCL Law Firm, APC are attested to in the declarations of Shani O. Zakay, Esq. and Jean Claude Lapuyade, respectively, which have been concurrently filed.

23. For over a decade, Lawyers for Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers for Justice, PC is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers for Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative

actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers for Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers for Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

24. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in numerous cases in the last decade and litigated over 1,000 class action or representative action cases.

25. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude.

He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008 he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). He has worked on over one hundred (100) class action or representative action cases which have resulted in settlement.

26. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. She has successfully handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has handled the

class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

27. I am the Director of Legal Operations at Lawyers for Justice, PC. I earned my Bachelor of Arts in History at Chapman University in 2011 and my Juris Doctor from the UCLA School of Law in 2014. In December 2014, I obtained a license to practice law from the California State Bar. I am admitted to practice in all courts in the State of California, as well as the Central, Southern, Northern, and Eastern District Courts of California and the Ninth Circuit Court of Appeal. Since December 2014, I have worked at Lawyers for Justice, PC, and my practice has almost exclusively focused on the prosecution of employment class actions and representative actions, handling cases in all stages of litigation from initial pleadings to assisting with class action trial matters, attending mediations, and preparing class action settlements. In the role of Manager of Litigation, I oversee approximately between 15 and 25 attorneys working on hundreds of employment class actions and representative actions and provided internal training for our litigation practice group and post-bar law clerks. In addition, I oversee the legal operations of the firm, review and advise attorneys on work product and practices, provide training, and supervise cases from their inception to final accounting. I am a member of the California Lawyers Association Labor & Employment Group and the California Employment Lawyers Association.

28. Here, the Settlement is clearly within the "ballpark" of reasonableness because the Settlement provides a sizeable recovery to the Participating Class Member and need not necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250. While the Total Settlement Amount of $1,200,000.00 represents a discount on Defendants' potential exposure if Plaintiff established liability on all claims and was awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendants presented a risk that could award significantly less in damages than Plaintiff's estimate and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

29. Clearly the goal of this litigation to obtain redress for the class has been met by this Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations

between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final approval.

30. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to ignore the asserted defenses. If successful on any one its defenses, Defendants could defend the action or, at least, drastically undercut Plaintiff's claims.

31. The uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement.

32. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless recognizes that Defendants have factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiff's claims.

33. As demonstrated by the decisions in *Magadia*, *supra*, 999 F.3d 668, *O'Conner v. Uber Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt that if Defendants faced a large adverse judgement, Defendants would post a bond and appeal. A post-judgment appeal by Defendants would have required many more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh an uncertain result three or more years in the future.

34. Plaintiff and Class Counsel recognize the expense and length of a trial against Defendants through possible appeals which could take another three years. In arriving at their informed belief that the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiff and Class Counsel believe that the Settlement confers substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set

forth in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 7th day of March 2025, at Glendale, California.

LAWYERS FOR JUSTICE, PC

By: ____________________________
Elizabeth Parker-Fawley
Attorneys for Plaintiff

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("the Agreement") is made by and between Plaintiff Gonzalo Rojas ("Plaintiff"), on the one hand, and Defendants Preferred Food Service, Inc. (erroneously sued as "Preferred Food Service, Co., Inc."), Los Angeles Poultry Co., Inc., (Preferred Food Service, Inc. and Los Angeles Poultry Co., Inc. are collectively, "the Entity Defendants"), Dror Dahan, David Dahan, Lily Dahan, Iliana Dahan and Bar Dahan (all defendants are collectively, "Defendants"), on the other hand, in the lawsuits, pending in Los Angeles County Superior Court, entitled *Gonzalo Rojas v. Preferred Food Service, Co., Inc.; Los Angeles Poultry Co., Inc., Case No. 21STCV08225* ("the Class Action")*;* and *Gonzalo Rojas v. Preferred Food Service, Inc.; Los Angeles Poultry Co., Inc.,* Case No. 21STCV25148 ("the PAGA Action") (collectively, "the Settled Actions"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Attorneys' Fees and Costs" means the amounts allocated to Class Counsel for reasonable attorneys' fees and reimbursement of expenses, respectively, incurred to prosecute the Settled Actions.

1.2. "Class" or "Class Members" means all current and former hourly-paid or non-exempt employees of either of the Entity Defendants employed in California between March 1, 2017, and December 31, 2023.

1.3. "Class Counsel" means Lawyers *for* Justice, PC, The Zakay Law Group, APLC, and The JCL Law Firm, APC and all the lawyers of these firm acting on behalf of Plaintiff and the Class, including Arby Aiwazian, Joanna Ghosh, and Ryan Slinger.

1.4. "Class Data" means a complete list of all Class Members that the Entity Defendants shall diligently and in good faith compile from their records. The Class Data shall be formatted in a readable Microsoft Office Excel spreadsheet and shall include, to the extent available to the Entity Defendants, each Class Member's last-known full name, mailing address, telephone number, Social Security Number, and dates employed as a non-exempt employee of either of the Entity Defendants in California during the Class Release Period.

1.5. "Class Notice" means the Court-Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English and Spanish.

1.6. "Class Release Period" means the period from March 1, 2017 to December 31, 2023.

1.7. "Class Representative" or "Plaintiff" means Gonzalo Rojas.

1.8. "Class Settlement" means the settlement and resolution of the Released Class Claims.

1.9. "Court" means the Superior Court of California, County of Los Angeles.

1.10. “Defense Counsel” means Fisher & Phillips LLP, and all the lawyers of this firm representing Defendants, including Andrew J. Sommer, Hannah Sweiss, and Melissa A. Huether.

1.11. “Effective Date” means the date the Final Approval Order and Judgment is filed or, solely in the event that there are any objections to the Class Settlement, the later of (a) the last day on which any appeal might be filed with respect to the Final Approval Order and Judgment, or (b) the date of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including expiration of any time to seek reconsideration of further review.

1.12. “Enhancement Award” means the payment to the Class Representative for initiating the Litigation and providing services in support of the Settled Actions.

1.13. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.14. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

1.15. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Penalty Amount calculated according to the number of PAGA Pay Periods worked during the PAGA Release Period.

1.17. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the portion of the Individual Settlement Share allocated as wages, as provided in Paragraph 3.2.5, *infra*.

1.18. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Agreement, to be calculated in accordance with Paragraph 3.2.5, *infra*.

1.19. “Judgment” means the judgment entered by the Court based upon an order granting final approval of the Settlement.

1.20. “LWDA” means the California Labor and Workforce Development Agency.

1.21. “LWDA Payment” means the 75% of the PAGA Penalty Amount paid to the LWDA under Labor Code section 2699, subd. (i).

1.22. “Net Settlement Amount” means the Total Settlement Amount, less the following payments in the amounts approved by the Court: Individual Settlement Payments, Individual PAGA Payments, the LWDA Payment, Enhancement Award, Attorneys’ Fees and Costs, and the Settlement Administration Costs. The remainder is to be paid to Settlement Class Members as Individual Settlement Payments.

1.23. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.

1.24. “Objection” means a Class Member’s written objection, which must include: (a) the case name and number of the Settled Actions; (b) the objector’s full name, signature, address, telephone number, and last four (4) digits of his or her Social Security Number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based, all of which must be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

1.25. “Operative Complaint” means the First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq., encompassing Plaintiff’s Class and PAGA claims, filed in the Class Action.

1.26. “PAGA” means the Private Attorneys General Act (Labor Code 2698, et seq).

1.27. “PAGA Members” means all current and former hourly-paid or non-exempt employees of either of the Entity Defendants employed in California between February 19, 2020, and December 31, 2023.

1.28. “PAGA Notices” means Plaintiff’s February 19, 2021, letter and Plaintiff’s September 11, 2023, letter to the LWDA and the Entity Defendants.

1.29. “PAGA Pay Periods” means the number of pay periods each PAGA Member was employed by either of the Entity Defendants as an hourly-paid or non-exempt employee within California during the PAGA Release Period.

1.30. “PAGA Penalty Amount” means the total amount of PAGA civil penalties, in the amount of Two Hundred Thousand Dollars and Zero Cents ($200,000.00), to be paid from the Total Settlement Amount, allocated as 25% to the PAGA Members, in the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00), on a *pro rata* basis, based on PAGA Pay Periods during the PAGA Release Period, and 75% to the LWDA, in the amount of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00), in settlement of the Released PAGA Claims, .

1.31. “PAGA Release Period” means the period from February 19, 2020, to December 31, 2023.

1.32. “PAGA Settlement” means the settlement and resolution of the Released PAGA Claims.

1.33. “Preliminary Approval” means the Court’s order granting preliminary approval of the Class Settlement.

1.34. “Preliminary Approval Order” means the proposed order granting preliminary approval of the Class Settlement.

1.35. "Released Class Claims" means the claims being released as described in Paragraph 5.1, *infra*.

1.36. "Released PAGA Claims" means the claims being released as described in Paragraph 5.2, *infra*.

1.37. "Released Parties" means Defendants Preferred Food Service, Inc., Los Angeles Poultry Co., Inc., Dror Dahan, David Dahan, Lily Dahan, Ilana Dahan, Bar Dahan and any other entities that could be considered to have jointly employed the Class Members or PAGA Members, as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, insurers, attorneys, and any other predecessors, successors, assigns or legal representatives.

1.38. "Request for Exclusion" means a timely and valid letter submitted by a Class Member indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a) contain the case name and number of the Settled Actions; (b) contain the full name, signature, address, telephone number, and last four (4) digits of the Social Security Number of the Class Member requesting exclusion; and (c) clearly state that the Class Member does not wish to be included in the Class Settlement, all of which must be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

1.39. "Response Deadline" means sixty (60) calendar days after the Settlement Administrator mails the Class Notice to the Class Members. The Response Deadline shall be extended by fourteen (14) calendar days for those Class Members to whom Class Notices are resent after having been returned undeliverable to the Settlement Administrator.

1.40. "Settlement" means the disposition of the Settled Actions effected by the Agreement and the Judgment.

1.41. "Settlement Administration Costs" means the amount the Settlement Administrator shall be paid from the Total Settlement Amount to reimburse it for its reasonable fees and expenses.

1.42. "Settlement Administrator" means Atticus Administration, LLC or any other third-party administrator that the Parties agree, and the Court appoints, to administer the Settlement.

1.43. "Settlement Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.

1.44. "Total Settlement Amount" means the amount of One Million Two Hundred Thousand Dollars and Zero Cents ($1,200,000.00), which is the total amount Defendants agree to pay in settlement of the Settled Actions, except as provided in Paragraph 8, *infra*. The Total Settlement Amount shall be used to pay Individual Settlement Payments, Individual PAGA Payments, the LWDA Payment, Attorneys' Fees and Costs, Enhancement Award, and the

Settlement Administration Costs.

1.45. "Workweeks" means the number of weeks each Class Member was employed by either of the Entity Defendants as an hourly-paid or non-exempt employee within California during the Class Release Period.

2. RECITALS.

2.1. On March 1, 2021, Plaintiff commenced the Class Action, entitled *Gonzalo Rojas v. Preferred Food Service, Co., Inc.; Los Angeles Poultry Co., Inc..,* in the Superior Court of California for the County of Los Angeles, Case No. 21STCV08225 (the "Class Action") by filing the Class Action Complaint for Damages, which alleged ten causes of action against the Entity Defendants for: (1) failure to pay overtime wages pursuant to California Labor Code sections 510 and 1198; (2) failure to provide meal periods and associated premiums pursuant to California Labor Code sections 226.7 and 512(a); (3) failure to provide rest periods and associated premiums pursuant to California Labor Code sections 226.7; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1197, and 1197.1; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201 and 202; (6) failure to timely pay wages during employment pursuant to California Labor Code section 204; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a); (8) failure to keep complete or accurate payroll records pursuant to California Labor Code section 1174(d); (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802; and (10) violations of California Business & Professions Code sections 17200, *et seq*.

2.2. On February 19, 2021, Plaintiff provided notice to the LWDA, and to the Entity Defendants, of the specific provisions of the California Labor Code that said Defendants allegedly violated ("First PAGA Notice"). On September 11, 2023, Plaintiff provided notice to the LWDA, and to Defendants Dror Dahan, David Dahan, Lily Dahan, Ilana Dahan and Bar Dahan, of the specific provisions of the California Labor Code that said Defendants allegedly violated ("Second PAGA Notice") (the First PAGA Notice and Second PAGA notice are collectively referred to as "the PAGA Notices").

2.3. On July 8, 2021, Plaintiff commenced the PAGA Action, entitled *Gonzalo Rojas v. Preferred Food Service, Inc.; Los Angeles Poultry Co., Inc.,* in the Superior Court of California for the County of Los Angeles, Case No. 21STCV25148 (the "PAGA Action") by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., alleging one cause of action against Defendants for civil penalties under California Labor Code § 2698, *et seq*. The Parties have stipulated that Plaintiff shall file a First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Class Action ("the Operative Complaint").

2.4. Defendants deny the allegations in the Class Action and PAGA Action and deny all material allegations set forth in the Operative Complaint, and have asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, and for no other reason, Defendants desire to fully and finally settle the Settled Actions, including the Released Class Claims and the Released PAGA Claims.

2.5. On July 22, 2023, the Parties participated in an all-day mediation with neutral Lynn Frank, Esq. The Parties did not resolve the action at mediation but, as a result of subsequent negotiations through the mediator and counsel, the Parties were able to reach the Settlement.

3. MONETARY TERMS.

3.1. Total Settlement Amount and Employer Payroll Taxes. Except as otherwise provided by Paragraph 8, *infra*, Defendants shall pay Total Settlement Amount and additionally, any and all employer payroll taxes owed on that portion, if any, of the Individual Settlement Shares allocated to wages, and nothing more.

3.2. Payments from the Total Settlement Amount. The Settlement Administrator shall make and deduct the following payments from the Total Settlement Amount, in the amounts specified by the Court in the order of final approval:

3.2.1. To Plaintiff: The Enhancement Award to Plaintiff of not more than Fifteen Thousand Dollars and Zero Cents ($15,000.00) (in addition to any Individual Settlement Payment and any Individual PAGA Payment Plaintiff may already be entitled to receive as a Settlement Class Member). Defendants shall not oppose Plaintiff's request for the Enhancement Award. If the Court approves the Enhancement Award in an amount less than that which had been requested, the Settlement Administrator shall retain the excess amount, not approved, in the Net Settlement Amount to be distributed to Settlement Class Members. The Settlement Administrator shall pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

3.2.2. To Class Counsel: Attorneys' Fees to Class Counsel of not more than 35%, which is currently estimated to be Four Hundred Twenty Thousand Dollars and Zero Cents ($420,000.00), and reimbursement of costs and expenses incurred by Class Counsel with respect to the Settled Actions of not more than Twenty-Five Thousand Dollars and Zero Cents ($25,000.00). Defendants shall not oppose requests for the Attorneys' Fees and Costs. These amounts shall be deemed to compensate Class Counsel for, and entirely cover, any and all work performed and any and all costs incurred by Class Counsel in connection with the Settled Actions including, without limitation, all work performed to date and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of the Settlement, as well as any objections raised, and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs, the Settlement

Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles shall be paid separately by Class Counsel and shall not be included in the Settlement Administration Costs. Any portion of the Attorneys' Fees and Costs requested by, but not awarded to, Class Counsel shall be part of the Net Settlement Amount to be distributed to Settlement Class Members.

3.2.3. To the Settlement Administrator: The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00). To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount shall be disclosed to the Court and deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall become part of the Net Settlement Amount to be distributed to Settlement Class Members.

3.2.4. PAGA Penalty Amount: PAGA Penalties in the amount of $200,000.00 to be paid from the Total Settlement Amount, with 75% ($150,000.00) allocated to the LWDA Payment and 25% ($50,000.00) allocated to the Individual PAGA Payments.

3.2.5. Individual Settlement Share Calculations: Individual Settlement Shares shall be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks, as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator shall divide the Net Settlement Amount by the total number of Workweeks worked by all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

b. After Final Approval of the Settlement, the Settlement Administrator shall divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

3.2.6. Individual PAGA Payment Calculations: Individual PAGA Payments shall be calculated and apportioned from the 25% share of the PAGA Penalty Amount based on the PAGA Members' PAGA Pay Periods, as follows: The Settlement Administrator shall divide the 25% portion of the PAGA Penalty Amount attributed to PAGA Members, i.e. $50,000.00, by the PAGA Pay Periods worked by all PAGA Members during the PAGA Release Period, resulting in the "PAGA Pay Period Value," and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual PAGA Member during the PAGA Release Period.

3.2.7. Tax Allocation of Individual Settlement Payments and Individual PAGA Payments: Twenty percent (20%) of each Settlement Class Member's Individual Settlement Payment shall be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and shall be reported on an IRS W-2 Form. Eighty percent (80%) of each Settlement Class Member's Individual Settlement Payment shall be allocated to settlement of claims for penalties, interest, and interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and shall be reported on IRS 1099 Forms. Settlement Class Members assume full responsibility and liability for any employee taxes owed on their Individual Settlement Payment. Any payment for an Individual PAGA Payment shall be allocated as one hundred percent (100%) penalties, shall not be subject to taxes or withholdings, and shall be reported on an IRS Form-1099, if necessary. The Settlement Administrator shall have the option to pay the Individual Settlement Payment and Individual PAGA Payment by way of a single check.

3.2.8. Effect of Non-Participating Class Members on Calculation of Individual Settlement Payments: Non-Participating Class Members shall not receive any Individual Settlement Payments. The Settlement Administrator shall retain amounts equal to their Individual Settlement Payments in the Net Settlement Amount for distribution to Settlement Class Members on a pro rata basis.

3. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Data. Not later than twenty-one (21) calendar days after the Court grants preliminary approval of the Settlement, Defendants shall deliver the Class Data to the Settlement Administrator. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Settlement Administrator, the Parties and their counsel shall expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Total Settlement Amount. The Total Settlement Amount shall be payable into a Qualified Settlement Fund ("QSF") in three (3) installment payments over three (3) years, which shall commence sixty (60) days after Final Approval. If Defendants prefer to make equal quarterly installment payments into the QSF equivalent to the yearly amounts stated above, they have the option to do so. The Entity Defendants shall provide Class Counsel a declaration with sufficient detail for the Court to conclude that Defendants are unable to fund the settlement without the following payment plan and that Defendants are unable to fund a settlement with a larger gross settlement fund. Plaintiff shall file this declaration with the Court in support of the Preliminary and Final Approval of this Settlement.

4.2.1. The first payment of Four Hundred Thousand Dollars and Zero Cents ($400,000.00) shall be made sixty (60) days after entry of the Court's order of final approval. All Individual PAGA Payments to PAGA Members, the Enhancement Award to Plaintiff and the LWDA Payment shall be distributed by the Settlement Administrator within fourteen (14) days after Defendants fund the first payment ("the First Installment Payment").

4.2.2. The second payment of Four Hundred Thousand Dollars and Zero Cents ($400,000.00) and the employer's share of payroll taxes shall be made twelve (12) months after the first payment. Each Class Member's Individual Settlement Share shall be distributed by the Settlement Administrator within fourteen (14) days after Defendants fund the second payment ("the Second Installment Payment").

4.2.3. The third payment of Four Hundred Thousand Dollars and Zero Cents ($400,000.00) shall be made twelve (12) months after the second payment. The Attorney's Fees and Costs and the Settlement Administration Costs shall be distributed by the Settlement Administrator within fourteen (14) days after Defendants fund the third payment ("the Third Installment Payment").

4.3. <u>Payments from the Total Settlement Amount</u>. Payments to Settlement Class Members, PAGA Members, the Settlement Administrator, and Class Counsel shall be distributed as set forth in Paragraph 4.2, *supra*.

4.3.1. The Settlement Administrator shall issue checks for the Individual Settlement Payments and/or the Individual PAGA Payments and send them to the Class Members and/or PAGA Members via First Class U.S. Mail. Each Individual Settlement Payment and Individual PAGA Payment check shall be valid and negotiable for one hundred eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. The Settlement Administrator shall send checks for the Individual Settlement Payments to all Settlement Class Members and shall send checks for the Individual PAGA Payments to all PAGA Members, including Non-Participating Class Members who qualify as PAGA Members. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Settlement Administrator shall conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a

United States Postal Service ("USPS") forwarding address. Within seven (7) calendar days of receiving a returned check, the Settlement Administrator shall re-mail such check to the USPS forwarding address provided, or to an address ascertained through the Class Member Address Search. The Settlement Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, provided that such is requested by the Class Member prior to the check being cancelled.

4.3.3. All funds associated with such canceled checks shall be transmitted by the Settlement Administrator to the State of California's Controller's Office Unclaimed Property Division, in the name of the Settlement Class Member and/or PAGA Member, and in the amount of his or her respective Individual Settlement Payment and/or Individual PAGA Payment.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendants fully fund the entire Total Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notices, or ascertained during the Action and released under 5.2, below. ("Plaintiff's Release.") Plaintiff also releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Agreement in connection with Plaintiff's employment with Defendant or termination thereof, except for any and all other claims that may not be released as a matter of law through this Agreement. Plaintiff's Release also includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated

Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to pay interest on deposits, failure to pay vested vacation/PTO time, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads: 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

5.2 Release by Settlement Class Members: All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from (i) all claims under state, federal, or local law, that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, e.g., (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec 119, 1197, 1197.1, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec 1174(d); (9) failure to reimburse business expenses under Labor Code Sec 2800,2802; (1) violation of California's unfair competition law under Business and Professions Code Sec. 17200 ("Class Released Claims"). Except as set forth in Section 5.3 of this Agreement, Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

5.3 Release by PAGA Members: All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notices, and ascertained in the course of the Action including, e.g., (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec 119, 1197, 1197.1, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec 1174(d); and (9) failure to reimburse business expenses under Labor Code Sec 2800, 2802.

6. **MOTION FOR PRELIMINARY APPROVAL**. The Parties shall prepare and file a motion for preliminary approval ("the Motion for Preliminary Approval") that complies with the Court's current checklist for such motions, with the following obligations existing and imposed upon Class Counsel and Defense Counsel:

6.1. Responsibilities of Counsel. Class Counsel shall be solely responsible for: (a)preparing, expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of the Agreement; (b) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (c) for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel shall be solely responsible for delivering the Court's Preliminary Approval to the Settlement Administrator. Defense Counsel shall work cooperatively with Class Counsel to ensure the timely filing of the Motion for Preliminary Approval after execution of the Agreement.

6.2. Duty to Cooperate. Class Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve any disagreement arising from the obligations imposed under the Agreement. If the Court does not grant the Motion for Preliminary Approval or conditions granting of the Motion for Preliminary Approval on any material change to the Agreement, Class Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement, only to the extent necessary and to otherwise satisfy the Court's concerns for the purpose of procuring unconditional granting of the Motion for Preliminary Approval.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Settlement Administrator. The Parties have jointly selected and shall ask the Court to appoint Atticus Administration, LLC ("Atticus") to serve as the Settlement Administrator and to perform all duties specified in the Agreement in exchange for payment of the Settlement Administration Costs. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Settlement Administrator shall take steps to establish a case-specific Employer Identification Number, if necessary, for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than seven (7) calendar days after receipt of the Class Data, the Settlement Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Settlement Administrator shall send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation. Before mailing the Class Notices, the Settlement Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than seven (7) calendar days after the Settlement Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Settlement Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Settlement Administrator shall conduct a Class Member Address

Search, and re-mail the Class Notice to the most current address obtained. The Settlement Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections to the Class Settlement, disputes regarding Workweeks and/or PAGA Pay Periods, and Requests for Exclusion from the Class Settlement shall be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice, exclusively for those Class Members, if any, whose notice is re-mailed. The Settlement Administrator shall inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Settlement Administrator, Defendants, Defense Counsel, or Class Counsel are contacted by or otherwise discover any persons who believe they should have been, but were not, included in the Class Data and should have received, but did not, Class Notice, the Parties shall expeditiously meet and confer in good faith, in an effort to agree on whether to deem said persons Class Members. If the Parties agree to deem said persons Class Members, such persons shall be entitled to the same rights as other Class Members, and the Settlement Administrator shall send, via email or overnight delivery, a Class Notice requiring them to exercise options under the Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later. If the Parties do not agree, or are unable to agree, to deem said persons Class Members, the Settlement Administrator shall send, via email or overnight delivery, a notification indicating that said persons are not, and shall not be deemed, Class Members.

7.5. <u>Requests for Exclusion from the Class Settlement (Opt-Outs).</u> Any Class Member wishing to be excluded from the Settlement shall submit a written Request for Exclusion to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark on the return mailing envelope shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion shall not be bound by the Class Settlement and shall not be issued an Individual Settlement Payment. A Class Member who does not request exclusion from the Class Settlement shall be deemed a Settlement Class Member and shall be bound by the Class Settlement if the Settlement is granted by an order of final approval by the Court. If a Class Member is also a PAGA Member, he or she shall be bound to the PAGA Settlement in its entirety, and shall still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

7.6. <u>Challenges to Calculation of Workweeks</u>. Each Class Member and PAGA Member shall have until the Response Deadline to challenge the number of Workweeks and/or PAGA

Pay Periods (if any) allocated to the Class Member and/or PAGA Member in the Class Notice. In order to dispute Workweeks and/or PAGA Pay Periods, Class Members and/or PAGA Members shall submit a written letter to the Settlement Administrator that: (a) contains the case names and numbers of the Settled Actions; (b) contains the full name, signature, address, telephone number, and last four (4) digits of the Social Security Number of the disputing Class Member/PAGA Member; (c) clearly states that the Class Member/PAGA Member disputes the number of Workweeks/PAGA Pay Periods credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) includes information and/or attaches documentation demonstrating that the number of Workweeks/PAGA Pay Periods that he or she contends should be credited to him or her are correct. Such written letter shall be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope shall be the exclusive means to determine whether a dispute has been timely submitted. Absent information and/or documentation demonstrating that Defendants' records and data are inaccurate as they pertain to the number of Workweeks/PAGA Pay Periods to be credited to a disputing Class Member/PAGA Member, Defendants' records will be presumed correct. The Settlement Administrator's determination of the dispute shall be final, and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel, as well as the Settlement Administrator's determination as to those challenges.

7.7. Objections to Class Settlement. To object to the Class Settlement, Class Members must submit a timely and complete Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection shall be signed by the Settlement Class Member and contain all information required by the Agreement. The postmark date will be deemed the exclusive means for determining that the Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Agreement or appeal from the Court's order granting Final Approval or the Judgment. Settlement Class Members may also present their objection orally at the Final Approval Hearing.

7.8. Settlement Administrator Duties. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in the Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number: The Settlement Administrator shall post information of interest to Class Members including the date, time, and location for the Final Approval Hearing. The Settlement Administrator shall also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List: The Settlement Administrator shall promptly review, on a rolling basis, Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after the deadline for submitting Requests for Exclusion, the Settlement Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion from the Class Settlement ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion from the Class Settlement; and (c) copies of all Requests for Exclusion from the Class Settlement received, regardless of validity.

7.8.3. Weekly Reports: The Settlement Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, *inter alia*, state the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion from the Class Settlement (regardless of validity) received, Objections to the Class Settlement received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Settlement Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Report must include the Settlement Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and Objections received.

7.8.4. Workweek and/or PAGA Pay Period Challenges: The Settlement Administrator has the authority to address and make final decisions consistent with the terms of the Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Settlement Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Final Report by Settlement Administrator: Within ten (10) calendar days after the Settlement Administrator disburses all funds in the Total Settlement Amount, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a final report detailing its disbursements of all payments made under the Agreement.

8. **ESCALATOR CLAUSE**. Defendants represent that there are 42,403 Workweeks during the period from March 1, 2017 to December 31, 2023. Should the qualifying Workweeks increase beyond 42,403, Defendants shall, in their sole discretion, either (i) increase the Total Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members (e.g., if the number of workweeks increases by 1% to 42,827 Workweeks, the Total Settlement Amount shall increase by 1%) or (ii)alternatively, end the Class Release Period and PAGA Release Period as of the date on which the Workweeks equal 42,403, thereby resulting in no increase to Workweeks and therefore no increase to the Total Settlement Amount.

9. **DEFENDANTS' RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion from the Class Settlement identified in the Exclusion List exceeds eight percent (8%) of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, should Defendants withdraw from the Settlement, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and neither Party shall have any further obligation

to perform under the Agreement; provided, however, Defendants shall remain responsible for paying all Settlement Administration Costs incurred to that point. Defendants shall notify Class Counsel and the Court of their election to withdraw not later than fourteen (14) days after the Settlement Administrator sends the final Exclusion List to Defense Counsel, with late elections having no effect.

10. **MOTION FOR FINAL APPROVAL**. Class Counsel shall file a motion for final approval of the Settlement that includes a request for approval of the Settlement and a Proposed Final Approval Order (collectively, "Motion for Final Approval"). Class Counsel shall provide a draft of the Motion for Final Approval to Defense Counsel at least seven calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel shall expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections to the Class Settlement. Each Party retains the right to respond to any objection to the Class Settlement raised by a Settlement Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties shall expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Enhancement Award, the Attorneys Fees' and Costs, and/or the Settlement Administration Costs shall not constitute a material change to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. After entry of the Judgment, the Court shall retain jurisdiction over the Parties, the Settled Actions, and the Settlement, solely for purposes of (i) enforcing the Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of the Agreement, specifically including the Attorneys' Fees and Costs as set forth herein, the Parties, their respective counsel, and all Settlement Class Members who did not object to the Settlement as provided in the Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under the Agreement shall be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties shall work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. The Agreement represents a compromise and settlement of highly disputed claims. Nothing in the Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Settled Actions have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Settled Actions have merit. The Parties agree that class certification and representative treatment is for purposes of the Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter the Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Litigation, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, the Agreement and Parties' willingness to settle the Settled Actions shall have no bearing on, and shall not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and the Agreement).

12.2. No Solicitation. Neither the Parties nor their counsel, nor said counsels' employees, shall solicit any Class Member to opt out of or object to the Class Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. Integrated Agreement. Upon execution by all Parties and their counsel, the Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to the Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of the Agreement, including any amendments to the Agreement.

12.5. Cooperation. The Parties and their counsel shall cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties shall seek the assistance of a mediator and/or the Court for prompt resolution.

12.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in the Settlement.

12.7. Modification of Agreement. The Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained or contemplated in this Agreement may be modified by agreement of counsel for the Parties in writing, without approval by the Court, if the Parties agree and good cause exists for such modification.

12.8. Agreement Binding on Successors. The Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.9. Applicable Law. All terms and conditions of the Agreement shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

12.10. Cooperation in Drafting. The Parties and their respective counsel have cooperated in the drafting and preparation of the Agreement. The Agreement shall not be construed against any Party on the basis that said Party was the drafter or participated in the drafting.

12.11. Neutral Employment Reference. Defendants shall adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff request a reference regarding Defendants' employment of Plaintiff, Defendants shall only provide Plaintiff's dates of employment and job titles during employment. Defendants shall not refer to the Settled Actions or the Settlement.

12.12. Calendar Days. Unless otherwise noted, all reference to "days" in the Agreement shall be to calendar days. In the event any date or deadline set forth in the Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.13. Notice. All notices, demands or other communications between the Parties in connection with the Agreement shall be in writing and delivered by overnight mail at the addresses set forth below, or such other addresses as either Party may designate in writing:

To Plaintiff and Class Counsel:
Arby Aiwazian, Esq
Joanna Ghosh, Esq.
Ryan Slinger, Esq.
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendants and Defendants' Counsel:
Andrew J. Sommer
Melissa A. Huether
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

Hannah Sweiss
FISHER & PHILLIPS LLP
21600 Oxnard Street, Suite 650
Woodland Hills, California,
91367

12.14. Execution in Counterparts. The Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email, any of which, for purposes of the Agreement, shall be deemed an original. All executed counterparts and each of them shall be deemed to be one and the same instrument if counsel for the Parties exchange, between themselves, signed counterparts. Any executed counterpart shall be admissible in evidence to prove the existence and contents of the Agreement.

12.15. Stay of Litigation. Upon the execution of the Agreement, the Settled Actions shall be stayed, except as necessary to effectuate the terms of the Agreement. Upon the execution of the Agreement, pursuant to C.C.P. Section 583.330, the date to bring a case to trial under C.C.P. Section 583.310 shall be extended until the date on which the Court grants Final Approval of the Settlement.

IT IS SO AGREED.

GONZALO ROJAS

Dated: 10/10/2024 ______________________________
Gonzalo C Rojas (Oct 10, 2024 14:27 PDT)

DROR DAHAN

Dated: ________________ ______________________________

DAVID DAHAN

Dated: ________________ ______________________________

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

Hannah Sweiss
FISHER & PHILLIPS LLP
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IT IS SO AGREED.

GONZALO ROJAS

Dated: ________________ ____________________________

DROR DAHAN

Dated: 10/10/2024 ____________________________
Dror Dahan (Oct 10, 2024 18:45 PDT)

DAVID DAHAN

Dated: ________________ ____________________________

Hannah Sweiss
FISHER & PHILLIPS LLP
21600 Oxnard Street, Suite 650
Woodland Hills, California,
91367

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

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IT IS SO AGREED.

GONZALO ROJAS

Dated: ________________ ____________________________

DROR DAHAN

Dated: ________________ ____________________________

DAVID DAHAN

Dated: 10/10/2024 David Dahan (Oct 10, 2024 18:57 PDT)

LILY DAHAN

Dated: 10/10/2024

Lily Dahan (Oct 10, 2024 19:32 PDT)

ILANA DAHAN

Dated: ____________________

____

BAR DAHAN

Dated: ____________________

____

PREFERRED FOOD SERVICE, INC.

Dated: ____________________

____
Name: ________________________
Title: ________________________
On behalf of Preferred Food Service, Inc.

LOS ANGELES POULTRY CO., INC.

Dated: ____________________

____
Name: ________________________
Title: ________________________
On behalf of Los Angeles Poultry Co., Inc.

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated: ____________________

By: ______________________________

LILY DAHAN

Dated: ________________ ______________________________

ILANA DAHAN

Dated: 10/10/2024 ______________________________
Ilana Dahan (Oct 10, 2024 18:54 PDT)

BAR DAHAN

Dated: ________________ ______________________________

PREFERRED FOOD SERVICE, INC.

Dated: ________________ ______________________________
Name: ___________________________
Title: ___________________________
On behalf of Preferred Food Service, Inc.

LOS ANGELES POULTRY CO., INC.

Dated: ________________ ______________________________
Name: ___________________________
Title: ___________________________
On behalf of Los Angeles Poultry Co., Inc.

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated: ________________ By: ______________________________

LILY DAHAN

Dated: ____________________ ______________________________

ILANA DAHAN

Dated: ____________________ ______________________________

BAR DAHAN

Dated: 10/10/2024 ______________________________

Bar Dahan (Oct 10, 2024 20:59 CDT)

PREFERRED FOOD SERVICE, INC.

Dated: ____________________ ______________________________

Name: ____________________________

Title: ____________________________

On behalf of Preferred Food Service, Inc.

LOS ANGELES POULTRY CO., INC.

Dated: ____________________ ______________________________

Name: ____________________________

Title: ____________________________

On behalf of Los Angeles Poultry Co., Inc.

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated: ____________________ By: ______________________________________

LILY DAHAN

Dated: ________________ ____________________________

ILANA DAHAN

Dated: ________________ ____________________________

BAR DAHAN

Dated: ________________ ____________________________

PREFERRED FOOD SERVICE, INC.

Dated: 10/10/2024

Dror Dahan (Oct 10, 2024 18:45 PDT)

Name: Dror Dahan

Title: Vice President

On behalf of Preferred Food Service, Inc.

LOS ANGELES POULTRY CO., INC.

Dated: ________________ ____________________________

Name: ________________________

Title: ________________________

On behalf of Los Angeles Poultry Co., Inc.

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated: ________________ By: ________________________________

LILY DAHAN

Dated: ________________ ______________________________

ILANA DAHAN

Dated: ________________ ______________________________

BAR DAHAN

Dated: ________________ ______________________________

PREFERRED FOOD SERVICE, INC.

Dated: ________________ ______________________________

Name: ______________________

Title: ______________________

On behalf of Preferred Food Service, Inc.

LOS ANGELES POULTRY CO., INC.

Dated: 10/10/2024

David Dahan (Oct 10, 2024 18:57 PDT)

Name: David Dahan

Title: President

On behalf of Los Angeles Poultry Co., Inc.

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated: ________________ By: ______________________________

Ryan Slinger
Attorneys for Plaintiff

FISHER & PHILLIPS LLP

Dated: October 11, 2024

By: ______________________________
Andrew J. Sommer
Hannah Sweiss
Melissa A. Huether
Attorneys for Defendants

ZAKAY LAW GROUP, APLC

Dated: ___________, 2024

____
Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

JCL LAW FIRM, APC

Dated: ___________, 2024

____
Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiff

LILY DAHAN

Dated: ___________________ _______________________________

ILANA DAHAN

Dated: ___________________ _______________________________

BAR DAHAN

Dated: ___________________ _______________________________

PREFERRED FOOD SERVICE, INC.

Dated: ___________________ ___________________________________
Name: ____________________________
Title: ____________________________
On behalf of Preferred Food Service, Inc.

LOS ANGELES POULTRY CO., INC.

Dated: ___________________ ___________________________________
Name: ____________________________
Title: ____________________________
On behalf of Los Angeles Poultry Co., Inc.

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated: October 11, 2024 By: Ryan Klinger ________________________

Ryan Slinger
Attorneys for Plaintiff

FISHER & PHILLIPS LLP

Dated: ________________

By: ________________________________
Andrew J. Sommer
Hannah Sweiss
Melissa A. Huether
Attorneys for Defendants

ZAKAY LAW GROUP, APLC

Dated: October 10, 2024

____
Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

JCL LAW FIRM, APC

Dated: October 10, 2024

____
Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiff

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Gonzalo Rojas v. Preferred Food Service, Co., Inc.; Los Angeles Poultry Co., Inc.
Los Angeles Superior Court, Case No. 21STCV08225

Gonzalo Rojas v. Preferred Food Service, Inc.; Los Angeles Poultry Co., Inc.
Los Angeles Superior Court, Case No. 21STCV25148

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Preferred Food Service, Inc. and Los Angeles Poultry Co., Inc ("Entity Defendants") and Dror Dahan, David Dahan, Lily Dahan, Iliana Dahan and Bar Dahan (all defendants are collectively, "Defendants") for alleged wage and hour violations. The Action was filed by a former employee of Entity Defendants, Gonzalo Rojas ("Plaintiff"), and seeks payment of (1) back wages and other relief for a class of hourly and non-exempt employees ("Class Members") who worked for Entity Defendants during the Class Period March 1, 2017 to December 31, 2023 ("Class Period"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly and non-exempt employees who worked for Entity Defendants during the PAGA Period February 19, 2020 to December 31, 2023) ("PAGA Members").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Entity Defendants to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Entity Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Entity Defendants' records, and the Parties' current assumptions, **your Individual Settlement Payment is estimated to be $__________ (less withholding) and your Individual PAGA Payment is estimated to be $__________**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Entity Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Entity Defendants' records showing that **you worked ______ workweeks** during the Class Period and **you worked ______ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Entity Defendants to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Entity Defendants.

If you worked for Entity Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. As a Settlement Class Member, though you will give up your right to assert against Defendants individual wage claims during the Class Period.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue against Defendants individual wage claims during the Class Period, and, if you are a PAGA Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ______________**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Entity Defendants must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).

Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by ________________**	All Class Members who do not opt-out ("Settlement Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the __________Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ____________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods **Written Challenges Must be Submitted by ____________**	The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number Workweeks and number of PAGA Pay Periods you worked according to Entity Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by ____________. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Entity Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, reimbursable expenses, failing to timely pay wages during employment, failing to keep requisite payroll records, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Lawyers for Justice, P.C., The JCL Law Firm, APC, and the Zakay Law Group, APLC ("Class Counsel.") ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants will Pay $1,200,000 as the Total Settlement Amount (Total Settlement). Defendants have agreed to deposit the Total Settlement into an account controlled by the Settlement Administrator of the Settlement. The Settlement Administrator will use the Total Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Enhancement Award, Class Counsel's attorneys' fees and expenses, the Settlement Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Total Settlement in three installments of $400,000 each, over the course of three years. All Individual PAGA Payments to PAGA Members shall be distributed within 14 days after Defendants fund the first payment, which is to be made within 60 days after the Court's order of final approval. Each Class Member's Individual Settlement Payments shall be distributed within 14 days after Defendant funds the second installment, which is to be made 12 months after the first payment. The Judgment will be final on the date the Court enters Judgment, or a later date if Settlement Class Members object to the proposed Settlement or the Judgment is appealed.

2. <u>Court Approved Deductions from Total Settlement Amount.</u> At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Total Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    A. Up to $420,000 (35% of the Total Settlement Amount) to Class Counsel for attorneys' fees and up to $25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $15,000 as an Enhancement Award for filing the Action, working with Class Counsel and representing the Class. An Enhancement Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Settlement Payment and any Individual PAGA Payment.

C. Up to $10,000 to the Settlement Administrator for services administering the Settlement.

D. Up to $200,000 for PAGA Penalties, allocated 75% to the LWDA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Pay Periods.

Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Total Settlement (the "Net Settlement") by making Individual Settlement Payments to Settlement Class Members based on their Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages ("Wage Portion") and 80% to interest and penalties. ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

   Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

   If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than ______________, that you wish to

opt-out. The easiest way to notify the Settlement Administrator is to send a written and signed Request for Exclusion by the ______________ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Settlement Administrator. The Court has appointed a neutral company, Atticus Administration, LLC (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

9. Settlement Class Members' Release. After the Judgment is final and Entity Defendants have fully funded the Total Settlement and separately paid all employer payroll taxes, Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against all Released Parties for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The "Released Parties" are Defendants Preferred Food Service, Inc., Los Angeles Poultry Co., Inc., Dror Dahan, David Dahan, Lily Dahan, Ilana Dahan, Bar Dahan and any other entities that could be considered to have jointly employed the Class Members or PAGA Members, as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, insurers, attorneys, and any other predecessors, successors, assigns or legal representatives.

The Settlement Class Members will be bound by the following release:

All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims under state, federal, or local law, that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, e.g., (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec 119, 1197, 1197.1, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec 1174(d); (9) failure to reimburse business expenses under Labor Code Sec 2800,2802; (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200 ("Class Released Claims"). Except as set forth in Section 5.3 of the Settlement Agreement, Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. PAGA Members' PAGA Release. After the Court's judgment is final, and Defendants has paid the Total Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against all Released Parties (as defined above) during the PAGA Period, whether or not they exclude themselves from the Settlement. This means that all PAGA Members , including those who are Settlement Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

    The PAGA Members' Releases are as follows:

    All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notices and ascertained in the course of the Action including, e.g., (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec 119, 1197, 1197.1, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec 1174(d); and (9) failure to reimburse business expenses under Labor Code Sec 2800,2802. .

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Settlement Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Settlement Class Member.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing $50,000.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Member.

3. Workweek/PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Entity Defendants' records, are stated in the first page of this Notice. You have until ____________ to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email or fax. Section 9 of this Notice has the Settlement Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Entity Defendants' calculation of Workweeks and/or Pay Periods based on Entity Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Entity Defendants' Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Settlement Class Members. The Settlement Administrator will send, by U.S. mail, checks to every Settlement Class Member (i.e., every Class Member who doesn't opt-out), and separately, to all individuals who qualify as PAGA Members.

2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

   Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Gonzalo Rojas v. Preferred Food Service, Co., Inc. et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Settlement Administrator must be sent your request to be excluded by ____________, or it will be invalid. Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 28 days before the ____________ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as an Enhancement Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's Website ______________________________ or the Court's website ______________________.

A Settlement Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Enhancement Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Settlement Administrator is ______________.** Be sure to tell the Settlement Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action *Gonzalo Rojas v. Preferred Food Service, Co., Inc. et al.*, and include your name, current address, telephone number and approximate dates of employment for Entity Defendants and sign the objection. Section 9 of this Notice has the Settlement Administrator's contact information.

Alternatively, a Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____________ at _______ in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Total Settlement will be paid to Class Counsel, Plaintiff and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/). Check the Court's website for the most current information. It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website ____________________________ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ________________________ website at ____________________________. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Action, Case No. 21STCV08225. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

JCL LAW FIRM, APC
Jean-Claude Lapuyade
jlapuyade@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292

ZAKAY LAW GROUP, APLC
Shani Zakay
Shani@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095

LAWYERS FOR JUSTICE, PC
410 West Arden Avenue, Suite 203

Glendale, California 91203
T: 818-265-1020

Settlement Administrator: Atticus Administration, LLC

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

ADDENDUM TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Addendum to the Class Action and PAGA Settlement Agreement ("Settlement Agreement") is made by and between Plaintiff Gonzalo Rojas ("Plaintiff"), on the one hand, and Defendants Preferred Food Service, Inc. (erroneously sued as "Preferred Food Service, Co., Inc."), Los Angeles Poultry Co., Inc., (Preferred Food Service, Inc. and Los Angeles Poultry Co., Inc. are collectively, "the Entity Defendants"), Dror Dahan, David Dahan, Lily Dahan, Iliana Dahan and Bar Dahan (all defendants are collectively, "Defendants"), on the other hand, in the lawsuits, pending in Los Angeles County Superior Court, entitled *Gonzalo Rojas v. Preferred Food Service, Co., Inc.; Los Angeles Poultry Co., Inc., Case No. 21STCV08225* ("the Class Action")*;* and *Gonzalo Rojas v. Preferred Food Service, Inc.; Los Angeles Poultry Co., Inc.,* Case No. 21STCV25148 ("the PAGA Action") (collectively, "the Settled Actions").

On October 30, 2024, the Superior Court of California, County of Los Angeles raised an issue with the Settlement Agreement, noting that the Class Members' Individual Settlement Payments should be paid before other categories of funds were paid. To address this issue, the following terms of the Parties' Settlement Agreement are modified and supersede those in the Settlement Agreement as follows:

4. <u>SETTLEMENT FUNDING AND PAYMENTS.</u>

…

4.2. <u>Funding of Total Settlement Amount</u>. The Total Settlement Amount shall be payable into a Qualified Settlement Fund ("QSF") in three (3) installment payments over three (3) years, which shall commence sixty (60) days after Final Approval. If Defendants prefer to make equal quarterly installment payments into the QSF equivalent to the yearly amounts stated above, they have the option to do so. The Entity Defendants shall provide Class Counsel a declaration with sufficient detail for the Court to conclude that Defendants are unable to fund the settlement without the following payment plan and that Defendants are unable to fund a settlement with a larger gross settlement fund. Plaintiff shall file this declaration with the Court in support of the Preliminary and Final Approval of this Settlement.

4.2.1. The first payment of Four Hundred Thousand Dollars and Zero Cents ($400,000.00) ("First Installment Payment") shall be made sixty (60) days after entry of the Court's order of final approval.

4.2.2. The second payment of Four Hundred Thousand Dollars and Zero Cents ($400,000.00) ("Second Installment Payment") and the employer's share of payroll taxes shall be made twelve (12) months after the First Installment Payment. Each Class Member's Individual Settlement Share shall be distributed by the Settlement Administrator within fourteen (14) days after Defendants fund the Second Installment Payment. Additionally, all Individual PAGA Payments to PAGA Members, the Enhancement Award to Plaintiff and the LWDA Payment shall be distributed by the Settlement Administrator within fourteen (14) days after Defendants fund the Second Installment

Payment.

4.2.3. The third payment of Four Hundred Thousand Dollars and Zero Cents ($400,000.00) ("Third Installment Payment") shall be made twelve (12) months after the Second Installment Payment. The Attorney's Fees and Costs and the Settlement Administration Costs shall be distributed by the Settlement Administrator within fourteen (14) days after Defendants fund the Third Installment Payment.

IT IS SO AGREED.

GONZALO ROJAS

Dated: 12/02/2024 Gonzalo Rojas (Dec 2, 2024 12:42 PST)

DROR DAHAN

Dated: ____________ ____________________

DAVID DAHAN

Dated: ____________ ____________________

LILY DAHAN

Dated: ____________ ____________________

ILANA DAHAN

Dated: ____________ ____________________

BAR DAHAN

Dated: ____________ ____________________

Payment.

4.2.3. The third payment of Four Hundred Thousand Dollars and Zero Cents ($400,000.00) ("Third Installment Payment") shall be made twelve (12) months after the Second Installment Payment. The Attorney's Fees and Costs and the Settlement Administration Costs shall be distributed by the Settlement Administrator within fourteen (14) days after Defendants fund the Third Installment Payment.

IT IS SO AGREED.

GONZALO ROJAS

Dated: ________________ ____________________________

DROR DAHAN

Dated: 12/06/2024 Dror Dahan

Dror Dahan (Dec 6, 2024 16:04 PST)

DAVID DAHAN

Dated: 12/07/2024 David Dahan

David Dahan (Dec 7, 2024 13:04 PST)

LILY DAHAN

Dated: 12/10/2024 Lily Dahan

Lily Dahan (Dec 10, 2024 09:24 PST)

ILANA DAHAN

Dated: 12/07/2024 ____________________________

ILANA DAHAN (Dec 7, 2024 11:37 PST)

BAR DAHAN

Dated: 12/06/2024 ____________________________

Bar Dahan (Dec 6, 2024 16:09 PST)

Dated: 12/06/2024

PREFERRED FOOD SERVICE, INC.

Dror Dahan

Dror Dahan (Dec 6, 2024 16:04 PST)

Name: Dror Dahan

Title: CEO

On behalf of Preferred Food Service, Inc.

Dated: 12/07/2024

LOS ANGELES POULTRY CO., INC.

David Dahan

David Dahan (Dec 7, 2024 13:04 PST)

Name: ____________________________

Title: ____________________________

On behalf of Los Angeles Poultry Co., Inc.

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated: __________________

By: ____

Ryan Slinger

Attorneys for Plaintiff

FISHER & PHILLIPS LLP

Dated: __________________

By: ____

Andrew J. Sommer

Hannah Sweiss

Melissa A. Huether

Attorneys for Defendants

Dated: ____________, 2024

ZAKAY LAW GROUP

____

Shani O. Zakay

Zakay Law Group, APLC

Attorney for Plaintiff

Dated: ____________, 2024

JCL LAW FIRM

____

Jean-Claude Lapuyade

PREFERRED FOOD SERVICE, INC.

Dated: ________________

____
Name: ________________________
Title: ________________________
On behalf of Preferred Food Service, Inc.

LOS ANGELES POULTRY CO., INC.

Dated: ________________

____
Name: ________________________
Title: ________________________
On behalf of Los Angeles Poultry Co., Inc.

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated: ________________

By: _________________________________
Ryan Slinger
Attorneys for Plaintiff

FISHER & PHILLIPS LLP

Dated: ________________

By: _________________________________
Andrew J. Sommer
Hannah Sweiss
Melissa A. Huether
Attorneys for Defendants

Dated: December 2, 2024

ZAKAY LAW GROUP

____
Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

Dated: December 2, 2024

JCL LAW FIRM

____
Jean-Claude Lapuyade

PREFERRED FOOD SERVICE, INC.

Dated: ___________________

____
Name: ___________________________
Title: ___________________________
On behalf of Preferred Food Service, Inc.

LOS ANGELES POULTRY CO., INC.

Dated: ___________________

____
Name: ___________________________
Title: ___________________________
On behalf of Los Angeles Poultry Co., Inc.

APPROVED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

Dated: 12/02/2024

By: Ryan Slinger
Ryan Slinger
Attorneys for Plaintiff

FISHER & PHILLIPS LLP

Dated: 12/02/2024

By: _________________________________
Andrew J. Sommer
Hannah Sweiss
Melissa A. Huether
Attorneys for Defendants

Dated: ____________, 2024

ZAKAY LAW GROUP

____
Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

Dated: ____________, 2024

JCL LAW FIRM

____
Jean-Claude Lapuyade

JCL Law Firm, APC
Attorney for Plaintiff

EXHIBIT 2

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jaclyn Joyce (State Bar #285124)
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LAWYERS FOR JUSTICE, PC
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Ryan Slinger (SBN 351297)
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff GONZALO ROJAS

FILED
Superior Court of California
County of Los Angeles
01/13/2025
David W. Slayton, Executive Officer / Clerk of Court
By: P. Herrera Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

GONZALO ROJAS, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

v.

PREFERRED FOOD SERVICE, INC., an unknown business entity; LOS ANGELES POULTRY CO., INC., a California corporation; DROR DAHAN, an individual; DAVID DAHAN, an individual; LILY DAHAN, an individual; ILANA DAHAN, an individual; BAR DAHAN, an individual; and DOES 1 through 100, inclusive;

Defendants.

Case No. 21STCV08225

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

Date: January 2, 2025
Time: 11:00 a.m.

Judge: Hon. Elihu M. Berle
Dept.: 6

This matter came before the Honorable Judge Elihu M. Berle of the Superior Court of the State of California, in and for the County of Los Angeles, at 11:00 a.m. on January 2, 2025, with Zakay Law Group, APLC and Lawyers for Justice, P.C. appearing for plaintiff GONZALO ROJAS ("Plaintiff"), and Fisher & Phillips, LLP, appearing for Defendants PREFERRED FOOD SERVICE, INC.; and LOS ANGELES POULTRY CO., INC. (hereinafter "Defendants"). The Court, having carefully considered the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Agreement"), a true and correct copy of which is attached to the Declaration of Ryan Slinger, Esq., as **Exhibit "1".** This is based on the Court's determination that the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

2. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

3. Subject to the Settlement Agreement, the Gross Settlement Amount that Defendants shall pay is One Million Two Hundred Thousand Dollars and Zero Cents ($1,200,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive arms-length negotiations.

4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily

finds that the monetary settlement awards made available to the Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. Plaintiff seeks Attorneys' Fees in the amount of up to 35% of the Gross Settlement Amount for attorneys' fees, currently estimated at Four Hundred Twenty Thousand and Zero Cents ($420,000.00), plus Attorneys' Litigation Costs of up to Twenty Five Thousand Dollars and Zero Cents ($25,000.00), and proposed Enhancement Award to the Class Representative, Gonzalo Rojas, in an amount of not more than Fifteen Thousand Dollars ($15,000). While these awards appear to be within the range of reasonableness, the Court will not approve the Attorneys' Fees and Litigation Costs or the Enhancement Award until the Final Approval Hearing.

6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class:

> "All current and former hourly-paid or non-exempt employees of either Preferred Food Service, Inc. or Los Angeles Poultry Co., Inc. employed in California between March 1, 2017, and December 31, 2023."

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representative in his individual capacity and as the representative of the Class Members.

8. The Court provisionally appoints plaintiff GONZALO ROJAS as the representative of

the Class.

9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani Zakay, of the Zakay Law Group, APLC, and Ryan Slinger of Lawyers for Justice, PC, as Class Counsel for the Class Members.

10. The Court hereby approves, as to form and content, the Proposed Class Notice ("Class Notice") attached to the January 9, 2025 Declaration of Jaclyn Joyce as **Exhibit "A."** The Court finds that the notice appears to fully and accurately inform the Class Members and Aggrieved Employees of all material elements of the proposed Settlement, including the right of any Class Member to be excluded from the Class by submitting a written request for exclusion, and of each Class Member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the notices in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms set forth in the Agreement.

11. The Court hereby appoints Atticus Administration, LLC as Settlement Administrator. By January 23, 2025, Defendants shall provide the Settlement Administrator with the Class Data, including information regarding Class Members that Defendants will in good faith compile from its records, including each Class Member's full name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods. By February 6, 2025, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via first class U.S. Mail.

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Settlement as provided in the Notice by following the instructions for requesting exclusion from the Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must be postmarked or received by the Response Deadline, April 7, 2025, which is sixty (60) calendar days after the Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed Notice, not more than fourteen (14) days from the original Response Deadline. Any such person who chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual

Class Payment under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement, and Judgment.

13. Any Class Member who has not opted out may appear at the final approval hearing and may object or express the Class Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Class Members will have until April 7, 2025, which is sixty (60) calendar days from the date the Settlement Administrator mails the Class Notice to postmark their written objections to the Settlement Administrator.

14. A hearing on Plaintiff's Motion for Final Approval and Motion for Attorneys' Fees and Litigation Costs, Enhancement Award, and the Administration Expenses Payment shall be held before this Court on **May 7, 2025 at 9:00 a.m**. in Department 6 of the Los Angeles County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve the Attorneys' Fees and Litigation Costs, Enhancement Award, and the Administration Expenses Payment. The deadline for filing motions for final approval, attorney fees and costs, incentive payments, including any corresponding evidence is March 7, 2025. The deadline for filing responses to objections and for the claims administrator to submit final report regarding the opt-outs and the objections is April 28, 2025.

15. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement. In such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it

is not approved.

16. All proceedings in this matter, except those contemplated by this Order and the Settlement Agreement, are stayed.

17. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Elihu M. Berle

Dated: 1/13/2025

Elihu M. Berle / Judge

JUDGE OF THE SUPERIOR COURT

EXHIBIT 3

Liana Rios

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Friday, October 11, 2024 7:32 PM
To: Jennifer Heming
Subject: Thank you for your Proposed Settlement Submission

10/11/2024 07:31:00 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:
https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cjheming%40jcl-lawfirm.com%7C0553ac57ccbf4a53bd0808dcea66177d%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C638642971451956226%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=gkkvMiIe5oMDRA3uG9MbHItui1IXL%2BwY14Irz4xQlio%3D&reserved=0

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