

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
3 between Plaintiff FELIX DIAZ (“Plaintiff”) and Defendant DANIEL’S WESTERN MEAL
4 PACKERS, INC. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively
5 as “Parties,” or individually as “Party.”

6 1. **DEFINITIONS**

7 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
8 Defendant captioned *Diaz v. Daniel’s Western Meal Packers, Inc.*, Case No. 21STCV11476,
9 initiated on March 24, 2021, and pending in Superior Court of the State of California, County
10 of Los Angeles.

11 1.2. “Administrator” means Phoenix Class Action Administration Solutions.

12 1.3. “Administration Expense Payment” means the amount the Administrator will be
13 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
14 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
15 with Preliminary Approval of the Settlement.

16 1.4. “Aggrieved Employee” means all non-exempt employees who performed work
17 in California for Defendant at any time from March 22, 2020, to June 17, 2023.

18 1.5. “Class” means all non-exempt employees who performed work in California for
19 Defendant at any time from March 24, 2017, to June 17, 2023.

20 1.6. “Class Counsel” means Kevin Mahoney, Katherine Odenbreit, and John A.
21 Young of the Mahoney Law Group, APC.

22 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses
23 Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable
24 attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

25 1.8. “Class Data” means Class Member identifying information in Defendant’s
26 possession including the Class Member’s name, last-known mailing address, social security
27 number, and number of Class Period Workweeks and PAGA Pay Periods.

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1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "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 with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from March 24, 2017, to June 17, 2023.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means, in exchange for the execution of a stand-alone general release of all claims, the payment to the Class Representative for initiating the Action and providing services in support of the Action.

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

1.16. "Defendant" means named Defendant DANIEL'S WESTERN MEAL PACKERS, INC.

1.17. "Defense Counsel" means Tony Blain of Blain & Associates, A.P.C.

1.18. "Effective Date" means the date by when all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Notice of Entry of Order and/or Judgment is served on Defendant by Class Counsel; and (c) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no appeal, or other challenge is filed, the sixty-first (61st) day following service of the Notice of Entry of the Court's Order and/or Judgment; (ii) in the event of an appeal, the date of affirmance of the Order Granting Final Approval and/or the date Judgment becomes final

1 under the California Rules of Court; (iii) the date of final dismissal of any appeal from the
2 Order Granting Final Approval and/or Judgment; or (iv) the final dismissal of any proceeding
3 on review of any court of appeal decision relating to the Order Granting Final Approval
4 and/or Judgment, and the issuance of remittitur.

5 1.19. "Employee Paid Taxes" means the employee's share of any and all applicable
6 federal, state, and local payroll taxes.

7 1.20. "Employer Paid Taxes" means the employer's share of any and all applicable
8 federal, state, and local payroll taxes.

9 1.21. "Final Approval" means the Court's order granting final approval of the
10 Settlement.

11 1.22. "Final Approval Hearing" means the Court's hearing on the Motion for Final
12 Approval of the Settlement.

13 1.23. "Final Judgment" means the Judgment Entered by the Court upon Granting
14 Final Approval of the Settlement.

15 1.24. "Gross Settlement Amount" means five hundred thousand dollars
16 (\$500,000.00), which is the total amount Defendant agrees to pay under the Settlement except
17 for the Employer Paid Taxes and as provided in Paragraph 8 below. The Gross Settlement
18 Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the
19 LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class
20 Representative Service Payment, the Administrator's Expenses, all interest payments, and all
21 applicable Employee Paid Taxes.

22 1.25. "Individual Class Payment" means the Participating Class Member's pro rata
23 share of the Net Settlement Amount calculated according to the number of Workweeks worked
24 during the Class Period.

25 1.26. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
26 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the
27 PAGA Period.

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1 1.27. "Judgment" means the judgment entered by the Court based upon the Final
2 Approval.

3 1.28. "LWDA" means the California Labor and Workforce Development Agency.

4 1.29. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the
5 LWDA under Labor Code section 2699, subdivision (i).

6 1.30. "Net Settlement Amount" means the Gross Settlement Amount, less the following
7 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
8 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
9 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
10 paid to Participating Class Members as Individual Class Payments, including all Employee Paid
11 Taxes.

12 1.31. "Non-Participating Class Member" means any Class Member who opts out of the
13 Settlement by sending the Administrator a valid and timely Request for Exclusion,

14 1.32. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
15 worked for Defendant for at least one day during the PAGA Period

16 1.33. "PAGA Period" means the period from March 22, 2020, to June 17, 2023.

17 1.34. "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

18 1.35. "PAGA Notice" means Plaintiff's March 22, 2021, letter to Defendant and the
19 LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

20 1.36. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid
21 from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,250) and
22 the 75% to LWDA (\$18,750) in settlement of PAGA claims.

23 1.37. "Participating Class Member" means a Class Member who does not submit a
24 valid and timely Request for Exclusion from the Settlement.

25 1.38. "Parties" means Plaintiff and Defendant collectively, and "Party" shall mean
26 Plaintiff or Defendant, individually.

27 1.39. "Plaintiff" means Felix Diaz, the named plaintiff in the Action.

28 1.40. "Preliminary Approval" means the Court's Order Granting Preliminary

1 Approval Order for the Settlement.

2 1.41. "Preliminary Approval Order" means the Proposed Order Granting Preliminary
3 Approval and Approval of PAGA Settlement.

4 1.42. "Released Class Claims" means the claims being released as described in
5 Paragraph 5.2 below.

6 1.43. "Released PAGA Claims" means the claims being released as described in
7 Paragraph 5.3 below

8 1.44. "Released Parties" means: Defendant, and all of its current, former, and future
9 parents, owners, subsidiaries, related and/or affiliated individuals and entities, predecessors
10 and successors, and each of their respective agents, employees, owners, insurers, joint
11 venturers, joint employers, alter egos, officers, directors, spouses, partners, shareholders,
12 agents, principals, and any other successors, assigns, or legal representatives/attorneys, as
13 well as any other individual or entity which could be jointly, severally, and/or derivatively
14 liable.

15 1.45. "Request for Exclusion" means a Class Member's submission of a written
16 request to be excluded from the Class Settlement signed by the Class Member.

17 1.46. "Response Deadline" means 60 days after the Administrator mails Notice to
18 Class Members and Aggrieved Employees, and shall be the last date on which Class Members
19 may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or
20 mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets
21 are resent after having been returned undeliverable to the Administrator shall have an
22 additional 14 calendar days beyond the Response Deadline has expired.

23 1.47. "Settlement" means the disposition of the Action effected by this Agreement
24 and the Judgment.

25 1.48. "Workweek" means any week during which a Class Member worked for
26 Defendant for at least one day, during the Class Period.

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1 **2. RECITALS**

2 2.1. On March 24, 2021, Plaintiff commenced this Action by filing a Complaint
3 alleging causes of action against Defendant for (1) Violation of Cal. Labor Code §§ 510, 1194
4 (Recovery of Unpaid Minimum Wage and Overtime); (2) Violation of Cal. Labor Code §§
5 226.7, 512 (Meal Period Violations); (3) Violation of Cal. Labor Code § 226.7 (Rest Period
6 Violations); (4) Violation of Cal. Labor Code § 226 (Failure to Provide Accurate Itemized
7 Wage Statements); (5) Violation of Cal. Labor Code §§ 201, 202, 203 (Failure to Pay Wages
8 Due at Separation of Employment); (6) Violation of Labor Code § 2802 (Failure to Indemnify
9 for Expenditures or Losses in Discharge of Duties); and (7) Violation of Bus. & Prof. Code §§
10 17200 et seq. (Unfair Business Practice). On August 29, 2022, Plaintiff filed a First Amended
11 Complaint alleging causes of action against Defendant for (1) Violation of Cal. Labor Code
12 §§ 510, 1194 (Recovery of Unpaid Minimum Wage and Overtime); (2) Violation of Cal.
13 Labor Code §§ 226.7, 512 (Meal Period Violations); (3) Violation of Cal. Labor Code § 226.7
14 (Rest Period Violations); (4) Violation of Cal. Labor Code § 226 (Failure to Provide
15 Accurate Itemized Wage Statements); (5) Violation of Cal. Labor Code §§ 201, 202, 203
16 (Failure to Pay Wages Due at Separation of Employment); (6) Violation of Labor Code §
17 2802 (Failure to Indemnify for Expenditures or Losses in Discharge of Duties); (7) Violation
18 of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practice); and (8) Violation of the
19 Private Attorneys General Act (“PAGA”). The First Amended Complaint is the operative
20 complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the
21 Operative Complaint, denies any failure to comply with the laws identified in in the Operative
22 Complaint, and denies any and all liability for the causes of action alleged.

23 2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave written
24 notice to Defendant and the LWDA by sending the PAGA Notice.

25 2.3. On April 18, 2023, the Parties participated in an all-day mediation presided over
26 by the Honorable Carl West (Ret.), a well-respected, experienced mediator in the field of
27 wage and hour class actions, which led to this Agreement to settle the Action.

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1 2.4. Prior to the mediation, Plaintiff conducted informal discovery and investigation
2 during the prosecution of the Action. The informal discovery and investigation included,
3 among other things: (1) inspection and analysis of employee documents and data, time and
4 payroll records, employment policies and procedures, and other relevant documents; (2)
5 evaluation of legal positions taken by Defendant; (3) evaluation of potential class-wide
6 damages and PAGA penalties; and (4) review and research of applicable law with respect to
7 the claims and potential defenses brought by Defendant. The settlement is the result of an
8 informed and detailed evaluation of the potential liability of total exposure in relation to the
9 costs and risks associated with continued litigation of the Action. Plaintiff's investigation was
10 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*
11 (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168
12 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

13 2.5. The Court has not granted class certification.

14 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not
15 aware of any other pending matter or action asserting claims that will be extinguished or
16 affected by the Settlement.

17 **3. MONETARY TERMS**

18 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
19 Defendant promises to pay five hundred thousand dollars (\$500,000.00) and no more as the
20 Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on
21 the Wage Portions of the Individual Class Payments. All Employee Paid Taxes will be paid
22 from the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement
23 Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement.
24 The Administrator will disburse the entire Gross Settlement Amount without asking or
25 requiring Participating Class Members or Aggrieved Employees to submit any claim as a
26 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

27 3.2. Payments from the Gross Settlement Amount. The Administrator will make
28 and deduct the following payments from the Gross Settlement Amount, in the amounts

1 specified by the Court in the Final Approval:

2 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative
3 of not more than five thousand dollars (\$5,000.00) (in addition to any Individual
4 Class Payment and any Individual PAGA Payment the Class Representative is
5 entitled to receive as a Participating Class Member). Defendant will not oppose
6 Plaintiff's request for a Class Representative Service Payment that does not
7 exceed this amount. As part of the motion for Class Counsel Fees Payment and
8 Class Litigation Expenses Payment, Plaintiff will seek Court approval for any
9 Class Representative Service Payments no later than 16 court days prior to the
10 Final Approval Hearing. If the Court approves a Class Representative Service
11 Payment less than the amount requested, the Administrator will retain the
12 remainder in the Net Settlement Amount. The Administrator will pay the Class
13 Representative Service Payment using IRS Form 1099. Plaintiff assumes full
14 responsibility and liability for employee taxes owed on the Class Representative
15 Service Payment. The Class Representative Service Payment will be in addition
16 to Plaintiff's Individual Settlement Payment and Individual PAGA Payment, if
17 any, paid pursuant to the Settlement, and is conditioned on the execution by
18 Plaintiff of a stand-alone settlement agreement and general release of all claims.

19 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of
20 the Gross Settlement Amount, which is currently estimated to be one hundred
21 sixty-six thousand six hundred sixty-six dollars and sixty-seven cents
22 (\$166,666.67), and a Class Counsel Litigation Expenses Payment of not more
23 than sixteen thousand (\$16,000.00). Defendant will not oppose requests for
24 these payments provided they do not exceed these amounts. Plaintiff and/or
25 Class Counsel will file a motion for Class Counsel Fees Payment and Class
26 Litigation Expenses Payment no later than 16 court days prior to the Final
27 Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or
28 a Class Counsel Litigation Expenses Payment less than the amounts requested,

1 the Administrator will allocate the remainder to the Net Settlement Amount.
2 Released Parties shall have no liability to Class Counsel or any other Plaintiff's
3 Counsel, Class Members, or Aggrieved Employees arising from any claim to
4 any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation
5 Expenses Payment. A reduction by the Court of either the Class Counsel Fees
6 Payment and/or Class Counsel Litigation Expenses Payment shall not be grounds
7 to nullify this Agreement. The Administrator will pay the Class Counsel Fees
8 Payment and Class Counsel Expenses Payment using one or more IRS 1099
9 Forms. Class Counsel assumes full responsibility and liability for taxes owed
10 on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
11 Payment and holds Defendant harmless, and indemnifies Defendant, from any
12 dispute or controversy regarding any division or sharing of any of these
13 Payments.

14 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Eight
15 Thousand Five Hundred Dollars (\$8,500.00) except for a showing of good
16 cause and as approved by the Court. To the extent the Administration Expenses
17 are less or the Court approves payment less than Eight Thousand Five Hundred
18 Dollars (\$8,500.00), the Administrator will retain the remainder in the Net
19 Settlement Amount.

20 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
21 (a) dividing the Net Settlement Amount by the total number of Workweeks worked
22 by all Participating Class Members during the Class Period and (b) multiplying the
23 result by each Participating Class Member's Workweeks.

24 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each
25 Participating Class Member's Individual Class Payment will be
26 allocated to settlement of wage claims (the "Wage Portion"). The
27 Wage Portions are subject to tax withholding and will be reported on an
28 IRS W-2 Form. The 80% of each Participating Class Member's

1 Individual Class Payment will be allocated to settlement of claims for
2 interest and penalties (the "Non-Wage Portion"). The Non-Wage
3 Portions are not subject to wage withholdings and will be reported on
4 IRS 1099 Forms. Participating Class Members assume full
5 responsibility and liability for any employee taxes owed on their
6 Individual Class Payment.

7 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
8 Class Payments. Non-Participating Class Members will not receive any
9 Individual Class Payments. The Administrator will retain amounts
10 equal to their Individual Class Payments in the Net Settlement Amount
11 for distribution to Participating Class Members on a pro rata basis.
12 Non-Participating Class Members shall still receive an Individual
13 PAGA Payment if they qualify as Aggrieved Employees.

14 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
15 twenty-five thousand dollars (\$25,000.00) to be paid from the Gross Settlement
16 Amount, with 75% (\$18,750) allocated to the LWDA PAGA Payment and 25%
17 (\$6,2500) allocated to the Individual PAGA Payments

18 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
19 dividing the amount of the Aggrieved Employees' 25% share of PAGA
20 Penalties (\$6,250) by the total number of PAGA Period Pay Periods
21 worked by all Aggrieved Employees during the PAGA Period and (b)
22 multiplying the result by each Aggrieved Employee's PAGA Period
23 Pay Periods. Aggrieved Employees assume full responsibility and
24 liability for any taxes owed on their Individual PAGA Payment.

25 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
26 requested, the Administrator will allocate the remainder to the Net
27 Settlement Amount. The Administrator will report the Individual
28 PAGA Payments on IRS 1099 Forms.

1 **4. SETTLEMENT FUNDING AND PAYMENTS**

2 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
3 records to date, Defendant estimates there are three hundred fifty-one (351) Class Members who
4 collectively worked a total of twenty thousand (20,000) Workweeks, and eighty-eight (88)
5 Aggrieved Employees who worked a total three thousand three hundred fifty-four (3,354) of
6 PAGA Pay Periods.

7 4.2. Class Data. Not later than thirty (30) days after the Court grants Preliminary
8 Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the
9 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy
10 rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for
11 purposes of this Settlement and for no other purpose, and restrict access to the Class Data to
12 Administrator employees who need access to the Class Data to effect and perform under this
13 Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers
14 that the Class Data omitted class member identifying information and to provide corrected or
15 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by
16 which Defendant must send the Class Data to the Administrator, the Parties and their counsel will
17 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
18 to missing or omitted Class Data.

19 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
20 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of
21 payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after
22 the Effective Date.

23 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after
24 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all
25 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
26 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
27 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class
28 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class

1 Representative Service Payment shall not precede disbursement of Individual Class Payments and
2 Individual PAGA Payments.

3 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
4 Individual PAGA Payments and send them to the Class Members and/or Aggrieved
5 Employees via First Class U.S. Mail, postage prepaid. The face of each check shall
6 prominently state the date (not less than 180 days after the date of mailing) when
7 the check will be voided. The Administrator will cancel all checks not cashed by
8 the void date. The Administrator will send checks for Individual Settlement
9 Payments to all Participating Class Members (including those for whom Class
10 Notice was returned undelivered). The Administrator will send checks for
11 Individual PAGA Payments to all Aggrieved Employees including Non-
12 Participating Class Members who qualify as Aggrieved Employees (including those
13 for whom Class Notice was returned undelivered). The Administrator may send
14 Participating Class Members a single check combining the Individual Class
15 Payment and the Individual PAGA Payment, with Employee Paid Taxes withheld
16 and paid from the Gross Settlement Amount. Before mailing any checks, the
17 Settlement Administrator must update the recipients' mailing addresses using the
18 National Change of Address Database.

19 4.4.2. The Administrator must conduct a Class Member Address Search for all other
20 Class Members whose checks are returned undelivered without United States Postal
21 Service ("USPS") forwarding address. Within seven (7) days of receiving a
22 returned check the Administrator must re-mail checks to the USPS forwarding
23 address provided or to an address ascertained through the Class Member Address
24 Search. The Administrator need not take further steps to deliver checks to Class
25 Members whose re-mailed checks are returned as undelivered. The Administrator
26 shall promptly send a replacement check to any Class Member whose original
27 check was lost or misplaced, requested by the Class Member prior to the void date.

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1 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA
2 Payment check is uncashed and cancelled after the void date, the Administrator
3 shall transmit the funds represented by such checks to the California Controller's
4 Unclaimed Property Fund in the name of the Class Member thereby leaving no
5 "unpaid residue" subject to the requirements of Code of Civil Procedure section
6 384, subdivision (b).

7 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
8 not obligate Defendant to confer any additional benefits or make any additional
9 payments to Class Members (such as 401(k) contributions or bonuses) beyond
10 those specified in this Agreement.

11 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
12 Gross Settlement Amount, Plaintiff, Participating Class Members, Aggrieved Employees, and
13 Class Counsel will release claims against all Released Parties, and effective on the date
14 Plaintiff's payment to Defendant as provided herein clears Defendant's bank, Defendant will
15 release claims against Plaintiff as follows:

16 5.1. **Plaintiff's Release.** As a condition of receiving any portion of the Class
17 Representative Service Payment, Plaintiff and each of his former and present spouses,
18 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
19 and discharge the Released Parties from all known and unknown claims, transactions, or
20 occurrences under federal, state and/or local law, statute, ordinance, regulation, common law, or
21 other source of law, including but not limited to claims arising from or related to his employment
22 with Defendant and his compensation while so employed ("Plaintiff's Release"). Plaintiff's
23 Release includes all claims asserted in the Action and/or arising from or related to the facts and
24 claims alleged in the Action or the PAGA Notice(s), or that could have been raised in the Action
25 or the PAGA Notice based on the facts and claims alleged. Plaintiff's Release includes, but is not
26 limited to, all claims for unpaid wages, including, but not limited to, failure to pay minimum
27 wages, straight time compensation, overtime compensation, double-time compensation, and
28 interest; the calculation of the regular rate of pay; failure to pay wages at least twice each calendar

1 month; failure to timely pay wages; failure to timely pay final wages; non-compliant (*e.g.*, missed,
2 short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods;
3 failure to authorize and permit rest periods; the calculation and payment of meal period and rest
4 period premiums; failure to reimburse business expenses; payment for all hours worked, including
5 off-the-clock work and rounded time; wage statements; deductions; failure to keep accurate
6 records; unlawful deductions and/or withholdings from wages; unfair business practices;
7 penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll
8 reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and
9 costs. Plaintiff's Release includes all claims arising under the California *Labor Code* (including,
10 but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216,
11 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3,
12 246, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174, 1174.5, 1175,
13 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698, *et seq.*, 2699 *et seq.*,
14 2802, and 2804); all claims arising under: the Wage Orders of the California Industrial Welfare
15 Commission; the California Private Attorneys General Act of 2004 (PAGA); California *Business*
16 *and Professions Code* section 17200, *et seq.*; the California *Civil Code*, to include sections 3287,
17 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California *Code of Civil Procedure* §
18 1021.5; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. §§ 201,
19 *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement
20 Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA). Plaintiff's Release also includes all
21 claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and
22 attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment,
23 retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. §
24 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the
25 Age Discrimination in Employment Act (ADEA), and the California Fair Employment and
26 Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims
27 not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this
28 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social

1 security benefits, workers' compensation benefits that arose at any time, or based on occurrences
2 outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different
3 from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
4 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
5 such different or additional facts or Plaintiff's discovery of them. The specific terms of Plaintiff's
6 Release and Defendant's release against Plaintiff (set forth below) will be detailed in stand-alone
7 individual settlement agreement.

8 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
9 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
10 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
11 which reads:

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

16 5.2. Release by Participating Class Members. All Participating Class Members, on
17 behalf of themselves and their respective former and present representatives, spouses, agents,
18 attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the
19 Released Parties of the "Released Class Claims." The "Released Class Claims" means all
20 state, federal, and other wage and hour claims and any and all claims, debts, liabilities,
21 demands, actions, or causes of actions of every nature and description that were either
22 alleged, or that could have been alleged, in the Lawsuit and/or based on and/or arising out of
23 facts and claims alleged in the Lawsuit, including, but not limited to, claims for unpaid wages,
24 including, but not limited to, failure to pay minimum wages, straight time compensation,
25 overtime compensation, failure to pay double-time wages, and interest thereon; the
26 calculation of the regular rate of pay; non-compliant (*e.g.*, missed, short, late, and/or
27 interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize
28 and permit rest periods; the calculation and payment of meal period and rest period premiums;

1 failure to reimburse for all necessary business expenses; payment for all hours worked,
2 including off-the-clock work and rounded time; wage statements; failure to keep accurate
3 records; unlawful deductions and/or withholdings from wages; failure to timely pay wages;
4 failure to timely pay final wages; unfair business practices related to the Released Class
5 Claims; penalties, including recordkeeping penalties, wage statement penalties, minimum-
6 wage penalties, and waiting-time penalties; non-compliant wage statements; and attorneys'
7 fees and costs; all claims related to the Released Class Claims arising under the California
8 *Labor Code* (including, but not limited to, sections 201, 202, 203, 204, 218.5, 226, 226.7,
9 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 2698, 2699, *et seq.*, and 2802); the Wage
10 Orders of the California Industrial Welfare Commission; California *Business and Professions*
11 *Code* sections 17200, *et seq.*; California Private Attorneys' General Act of 2004; the
12 California *Civil Code*, to include but not limited to, sections 3287, 3288, 3336 and 3294;
13 C.C.P. § 1021.5, and any other employment law and/or regulation applicable to the Lawsuit
14 herein. The Released Class Claims excludes the release of claims not permitted by law.
15 Class Members who cash their Individual Settlement Payment check shall be deemed to opt-
16 in for purposes of releasing Released Parties from any Released Class Claims predicated
17 under the FLSA. Furthermore, upon entry of Judgment, Class Members are precluded from
18 filing a wage and hour action under the Fair Labor Standards Act against the Released Parties
19 for claims and/or causes of action encompassed by the Released Class Claims, which are
20 extinguished and precluded pursuant to *Rangel v. PLS Check Cashers of California, Inc.*, 899
21 F.3d 1106 (2018). The Released Class Claims are limited to the Class Period stated herein.

22 5.3. Release by Aggrieved Employees: All Aggrieved Employees, including those who
23 timely and effectively exclude themselves from the Released Class Claims (Settlement), shall
24 nevertheless be bound by the Released PAGA Claims and shall receive a pro rata portion of 25%
25 of the PAGA Penalties, cannot sue, continue to sue, or participate in any other PAGA claim
26 against the Defendant. All Aggrieved Employees on behalf of themselves and their respective
27 former and present representatives, spouses, agents, attorneys, heirs, administrators,
28 successors, and assigns, shall fully and finally release the Released Parties from all claims for

1 civil penalties under PAGA that were alleged, or could have been alleged, in the Lawsuit
2 and/or based on and/or arising out of facts and claims asserted in the operative complaint in
3 the Lawsuit and/or in the PAGA Notice(s). The released PAGA claims include, but are not
4 limited to, claims for unpaid wages, including, but not limited to, failure to pay minimum
5 wages, straight time compensation, overtime compensation, double-time compensation, and
6 interest; the calculation of the regular rate of pay; non-compliant (*e.g.*, missed, short, late,
7 and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to
8 authorize and permit rest periods; the calculation and payment of meal period and rest period
9 premiums; failure to reimburse for all necessary business expenses; payment for all hours
10 worked, including off-the-clock work and rounded time; wage statements; failure to keep
11 accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay
12 wages; and failure to timely pay final wages. The released PAGA claims include, but are not
13 limited to, claims for violation of the Wage Orders of the California Industrial Welfare
14 Commission and the following California *Labor Code* sections: 201, 202, 203, 204, 218.5,
15 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 2802, 2698 *et seq.*, and 2699,
16 *et seq.*). PAGA Members released PAGA claims are limited to the PAGA Period as stated
17 herein.

18 5.4. Defendant's General Release of Claims Against Plaintiff. In consideration of
19 Plaintiff paying five hundred dollars (\$500.00) within thirty (30) days from his receipt of the
20 class representative enhancement, Defendant, on behalf of itself its and their predecessors,
21 successors, assigns, owners, shareholders, officers, directors, employees, agents,
22 subcontractors, attorneys and representatives, whether previously or hereinafter affiliated in
23 any manner (collectively, the "Defendant Released Parties"), hereby fully and forever waives,
24 releases, acquits, relieves and discharges Plaintiff from any and all known and unknown
25 claims, rights, actions, complaints, demands, causes of action, charges, obligations, promises,
26 contracts, rewards, agreements, controversies, suits, debts, expenses, damages, statutory
27 penalties, civil penalties, attorneys' fees, costs, losses, and liabilities of any nature whatsoever,
28 whether or not now known, suspected or claimed, matured or unmatured, fixed or contingent,

1 which Defendant Released Parties ever had, now has, or may claim to have, from the
2 beginning of time to the moment she signs this Agreement, by reason of any act, event or
3 omission concerning any matter, cause or thing, including, without limiting the generality of
4 the foregoing, (i) any claims arising out of, or in connection with, Plaintiff's employment with
5 Defendant or the cessation of that employment; (ii) any claims for common law or statutory
6 torts; (iii) any claims based on, arising under, or pursuant to any federal, state, or
7 governmental constitution, statute, regulation or ordinance, including, without limitation, any
8 claims based on, arising under, or pursuant to any contracts or agreements, oral or written,
9 express or implied, between Plaintiff and any of the Defendant Released Parties, including
10 any employment agreement; equitable relief, injunctive relief, reinstatement, declaratory
11 relief, attorney's fees, costs, restitution, punitive damages, penalties of any nature whatsoever,
12 or any benefit claimed on account of the allegations asserted in the Lawsuit. Plaintiff's check
13 for this payment shall be made payable to Daniels Western Meat Packer's, Inc. and the
14 \$500.00 check from Plaintiff to Defendant shall be mailed to Tony Blain, Esq., Blain &
15 Associates, A.P.C., 8840 Wilshire Boulevard, Beverly Hills, CA 90211-2606. Defendant's
16 release herein of Plaintiff on an individual basis shall not be effective unless and until
17 Plaintiff's actual payment of the five hundred dollars (\$500.00) to Defendant as provided
18 herein clears Defendant's bank.

19 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare
20 and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies
21 with the Court's current checklist for Preliminary Approvals.

22 6.1. Defendant's Declaration in Support of Preliminary Approval. Within seven (7)
23 days of the full execution of this Agreement, Defendant and Defendant's Counsel will prepare
24 and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel
25 disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator
26 and represent that they have no interest or relationship, financial or otherwise, with the
27 Administrator other than a professional relationship arising out of prior experiences administering
28 settlements. In their Declarations, Defense Counsel and Defendant shall aver that they are not

1 aware of any other pending matter or action asserting claims that will be extinguished or
2 adversely affected by the Settlement.

3 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
4 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
5 notice, and memorandum in support, of the Motion for Preliminary Approval that includes
6 an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA
7 Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order
8 Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed
9 Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed"
10 bid for administering the Settlement and attesting to its willingness to serve; competency;
11 operative procedures for protecting the security of Class Data; amounts of insurance
12 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to
13 any actual or potential conflicts of interest with Class Members; and the nature and extent
14 of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed
15 declaration from Plaintiff confirming willingness and competency to serve and disclosing
16 all facts relevant to any actual or potential conflicts of interest with Class Members and/or
17 the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency
18 to represent the Class Members; its timely transmission to the LWDA of all necessary
19 PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative
20 Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd.
21 (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to
22 the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any
23 actual or potential conflict of interest with Class Members and/or the Administrator and
24 represent that they have no interest or relationship, financial or otherwise, with the
25 Administrator other than a professional relationship arising out of prior experiences
26 administering settlements. In their Declarations, Plaintiff and Class Counsel Declaration
27 shall aver that they are not aware of any other pending matter or action asserting claims that
28 will be extinguished or adversely affected by the Settlement.

1 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
2 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining
3 a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to
4 advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for
5 delivering the Court's Preliminary Approval to the Administrator.

6 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
7 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
8 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or
9 by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
10 Preliminary Approval or conditions Preliminary Approval on any material change to this
11 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the
12 Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
13 otherwise satisfy the Court's concerns.

14 7. **SETTLEMENT ADMINISTRATION**

15 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action
16 Administration Solutions to serve as the Administrator and verified that, as a condition of
17 appointment, Phoenix Class Action Administration Solutions agrees to be bound by this
18 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
19 payment of Administration Expenses. The Parties and their Counsel represent that they have no
20 interest or relationship, financial or otherwise, with the Administrator other than a professional
21 relationship arising out of prior experiences administering settlements.

22 7.2. Employer Identification Number. The Administrator shall have and use its own
23 Employer Identification Number for purposes of calculating payroll tax withholdings and
24 providing reports state and federal tax authorities.

25 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
26 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
27 section 468B-1.

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1 7.4. Notice to Class Members.

2 7.4.1. No later than three (3) business days after receipt of the Class Data, the
3 Administrator shall notify Class Counsel that the list has been received and state the
4 number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay
5 Periods in the Class Data.

6 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
7 after receiving the Class Data, the Administrator will send to all Class Members
8 identified in the Class Data, via first-class USPS mail, the Class Notice with
9 Spanish translation substantially in the form attached to this Agreement as Exhibit
10 A. The first page of the Class Notice shall prominently estimate the dollar amounts
11 of any Individual Class Payment and/or Individual PAGA Payment payable to the
12 Class Member, and the number of Workweeks and PAGA Pay Periods (if
13 applicable) used to calculate these amounts. Before mailing Class Notices, the
14 Administrator shall update Class Member addresses using the National Change of
15 Address database.

16 7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class
17 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
18 Class Notice using any forwarding address provided by the USPS. If the USPS
19 does not provide a forwarding address, the Administrator shall conduct a Class
20 Member Address Search, and re-mail the Class Notice to the most current address
21 obtained. The Administrator has no obligation to make further attempts to locate or
22 send Class Notice to Class Members whose Class Notice is returned by the USPS a
23 second time.

24 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
25 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an
26 additional 14 days beyond the 60 days otherwise provided in the Class Notice for
27 all Class Members whose notice is re-mailed. The Administrator will inform the
28 Class Member of the extended deadline with the re-mailed Class Notice.

1 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
2 discovers any persons who believe they should have been included in the Class
3 Data and should have received Class Notice, the Parties will expeditiously meet and
4 confer in person or by telephone, and in good faith, in an effort to agree on whether
5 to include them as Class Members. If the Parties agree, such persons will be Class
6 Members entitled to the same rights as other Class Members, and the Administrator
7 will send, via email or overnight delivery, a Class Notice requiring them to exercise
8 options under this Agreement not later than 14 days after receipt of Class Notice, or
9 the deadline dates in the Class Notice, whichever is later.

10 7.5. Requests for Exclusion (Opt-Outs)

11 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
12 must send the Administrator, by fax, email, or mail, a signed written Request for
13 Exclusion not later than 60 days after the Administrator mails the Class Notice
14 (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A
15 Request for Exclusion is a letter from a Class Member or his/her/their
16 representative that reasonably communicates the Class Member's election to be
17 excluded from the Settlement and includes the Class Member's name, address and
18 email address or telephone number. To be valid, a Request for Exclusion must be
19 timely faxed, emailed, or postmarked by the Response Deadline.

20 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
21 to contain all the information specified in the Class Notice. The Administrator
22 shall accept any Request for Exclusion as valid if the Administrator can reasonably
23 ascertain the identity of the person as a Class Member and the Class Member's
24 desire to be excluded. The Administrator's determination shall be final and not
25 appealable or otherwise susceptible to challenge. If the Administrator has reason to
26 question the authenticity of a Request for Exclusion, the Administrator may
27 demand additional proof of the Class Member's identity. The Administrator's
28 determination of authenticity shall be final and not appealable or otherwise

1 susceptible to challenge.

2 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
3 is deemed to be a Participating Class Member under this Agreement, entitled to all
4 benefits and bound by all terms and conditions of the Settlement, including the
5 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this
6 Agreement, regardless of whether the Participating Class Member actually receives
7 the Class Notice or objects to the Settlement.

8 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
9 Non-Participating Class Member and shall not receive an Individual Class Payment
10 or have the right to object to the class action components of the Settlement.
11 Because PAGA claims are subject to claim preclusion upon entry of the Judgment,
12 Non-Participating Class Members who are Aggrieved Employees are deemed to
13 release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement
14 and are eligible for an Individual PAGA Payment.

15 7.6. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class
16 Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an
17 additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge
18 the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in
19 the Class Notice. The Class Member may challenge the allocation by communicating with the
20 Administrator via fax, email or mail. The Administrator must encourage the challenging Class
21 Member to submit supporting documentation. In the absence of any contrary documentation, the
22 Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the
23 Class Notice are correct so long as they are consistent with the Class Data. The Administrator's
24 determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall
25 be final and not appealable or otherwise susceptible to challenge. The Administrator shall
26 promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to
27 Defense Counsel and Class Counsel and the Administrator's determination the challenges.

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7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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1 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
2 promptly review on a rolling basis Requests for Exclusion to ascertain their
3 validity. Not later than five (5) days after the expiration of the deadline for
4 submitting Requests for Exclusion, the Administrator shall email a list to Defense
5 Counsel containing (a) the names and other identifying information of Class
6 Members who have timely submitted valid Requests for Exclusion (“Exclusion
7 List”); (b) the names and other identifying information of Class Members who have
8 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion
9 from Settlement submitted (whether valid or invalid); the Administrator shall email
10 a list to Class Counsel containing (a) the number of Class Members who have
11 timely submitted valid Requests for Exclusion; (b) the number of Class Members
12 who have submitted invalid Requests for Exclusion; and (c) redacted copies of all
13 Requests for Exclusion from Settlement submitted (whether valid or invalid) that
14 redact the names and identifying information of the Class Members.

15 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
16 reports to Class Counsel and Defense Counsel that, among other things, tally the
17 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
18 Requests for Exclusion (whether valid or invalid) received, objections received,
19 challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and
20 checks mailed for Individual Class Payments and Individual PAGA Payments
21 (“Weekly Report”). The Weekly Reports must provide the Administrator’s
22 assessment of the validity of Requests for Exclusion and attach redacted copies of
23 all Requests for Exclusion and objections received that redact the names and
24 identifying information of the Class Members.

25 7.8.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the
26 authority to address and make final decisions consistent with the terms of this
27 Agreement on all Class Member challenges over the calculation of Workweeks
28 and/or PAGA Pay Periods. The Administrator’s decision shall be final and not

1 appealable or otherwise susceptible to challenge.

2 7.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by
3 which Plaintiff is required to file the Motion for Final Approval of the Settlement,
4 the Administrator will provide to Class Counsel and Defense Counsel, a signed
5 declaration suitable for filing in Court attesting to its due diligence and compliance
6 with all of its obligations under this Agreement, including, but not limited to, its
7 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing
8 of Class Notices, attempts to locate Class Members, the total number of Requests
9 for Exclusion from Settlement it received (both valid or invalid), the number of
10 challenges to calculation of Workweeks and/or PAGA Pay Periods it received and
11 the outcome of the challenges, the number of written objections, and the number of
12 valid Requests for Exclusion. The Administrator's Declaration will not disclose the
13 names or contact information of any Class Member, Aggrieved Employee, or
14 individual who submitted a Request for Exclusion. The Administrator will
15 supplement its declaration as needed or requested by the Parties and/or the Court.
16 Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

17 7.8.6. Final Report by Settlement Administrator. Within ten (10) days after the
18 Administrator disburses all funds in the Gross Settlement Amount, the
19 Administrator will provide Class Counsel and Defense Counsel with a final report
20 detailing its disbursements by employee identification number only of all payments
21 made under this Agreement. At least fifteen (15) days before any deadline set by
22 the Court, the Administrator will prepare, and submit to Class Counsel and Defense
23 Counsel, a signed declaration suitable for filing in Court attesting to its
24 disbursement of all payments required under this Agreement. Class Counsel is
25 responsible for filing the Administrator's declaration in Court.

26 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records,
27 Defendant estimates that, estimated through April 18, 2023, (1) there are three hundred fifty-one
28 (351) Class Members and twenty thousand (20,000) Total Workweeks during the Class Period

1 and (2) there were eighty-eight (88) Aggrieved Employees who worked three thousand three
2 hundred fifty-four (3,354) PAGA Pay Periods during the PAGA Period. Should Workweeks
3 increase by more than ten (10%) percent, the Gross Settlement Amount shall increase on a
4 pro-rata basis equal to the percentage increase in the number of Workweeks worked by the
5 Class Members above 22,000. For example, if the number of Workweeks increases by eleven
6 (11%) percent, the Gross Settlement Amount will increase by one (1%) percent.

7 9. **DEFENDANT'S RIGHT TO WITHDRAW.** Defendant and Plaintiff, and their
8 respective legal counsel, agree that none of them will take any steps to encourage any Class
9 Members to opt out of the settlement. If the number of valid Requests for Exclusion identified in
10 the Exclusion List exceeds five (5%) percent of the total of all Class Members, Defendant may,
11 but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant
12 withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that
13 neither Party will have any further obligation to perform under this Agreement; provided,
14 however, Defendant will remain responsible for paying all Settlement Administration Expenses,
15 which under no circumstances will include Attorneys' Fees, incurred to that point. Defendant
16 must notify Class Counsel and the Court of its election to withdraw not later than ten (10) days
17 after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have
18 no effect.

19 10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
20 calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the
21 Settlement that includes a request for approval of the PAGA settlement under Labor Code section
22 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively
23 "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense
24 Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel
25 and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good
26 faith, to resolve any disagreements concerning the Motion for Final Approval.

27 10.1. **Response to Objections.** Each Party retains the right to respond to any objection
28 raised by a Participating Class Member, including the right to file responsive documents in Court

1 no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or
2 accepted by the Court.

3 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
4 Approval on any material change to the Settlement (including, but not limited to, the scope of
5 release to be granted by Class Members), the Parties will expeditiously work together in good
6 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
7 Approval. The Court's decision to award less than the amounts requested for the Class
8 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses
9 Payment and/or Administrator Expenses Payment shall not constitute a material modification to
10 the Agreement within the meaning of this paragraph.

11 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of
12 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
13 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
14 administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

15 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
17 Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective
18 counsel and all Participating Class Members who did not object to the Settlement as provided in
19 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
20 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
21 trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the
22 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
23 obligations to perform under this Agreement will be suspended until such time as the appeal is
24 finally resolved and the Judgment becomes final, except as to matters that do not affect the
25 amount of the Net Settlement Amount.

26 10.5. Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the
27 reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material
28 modification of this Agreement (including, but not limited to, the scope of release to be granted

1 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
2 expeditiously work together in good faith to address the appellate court's concerns and to obtain
3 Final Approval and entry of Judgment, sharing, on an equal, fifty-fifty (50-50) basis, any
4 additional Administration Expenses reasonably incurred after remittitur. An appellate decision to
5 vacate, reverse or modify the Court's award of the Class Representative Service Payment or any
6 payments to Class Counsel shall not constitute a material modification of the Judgment within the
7 meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

11 12. **ADDITIONAL PROVISIONS.**

12 12.1. **No Admission of Liability, Class Certification or Representative Manageability for**
13 **Other Purposes.** This Agreement represents a compromise and settlement of highly disputed
14 claims. Nothing in this Agreement is intended or should be construed as an admission by
15 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has
16 any liability for any claims asserted; nor should it be intended or construed as an admission by
17 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
18 certification and representative treatment is for purposes of this Settlement only. If, for any
19 reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment,
20 Defendant reserves the right to contest certification of any class for any reasons, and Defendant
21 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move
22 for class certification on any grounds available and to contest Defendant's defenses. The
23 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
24 and will not be admissible in connection with, any litigation (except for proceedings to enforce or
25 effectuate the Settlement and this Agreement).

26 12.2. **Press.** The Parties and their respective legal counsel agree that they will not
27 issue any press releases, initiate any contact with the press, respond to any press inquiry, or
28 have any communication with the press about the fact, amount, or terms of the Settlement. If

1 legal counsel engages in any advertising of any kind and/or distributes any marketing
2 materials relating to the settlement including, but not limited to, any postings or social media
3 references on any websites maintained or utilized by Class Counsel, the advertising shall not
4 identify the case name, case number, Defendant's name, and/or any names of putative Class
5 and PAGA Members.

6 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant
7 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of
8 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause
9 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
10 directly or indirectly, specifically or generally, to any person, corporation, association,
11 government agency or other entity except: (1) to the Parties' attorneys and accountants for tax
12 purposes; (2) their immediate family members; (3) to the extent necessary to report income to
13 appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an
14 inquiry or subpoena issued by a state or federal government agency; (6) proposed settlement
15 administrators; or (7) other Class and PAGA Members. Each Party agrees to immediately notify
16 each other Party of any judicial or agency order, inquiry, or subpoena seeking such information.
17 Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or
18 indirectly, initiate any conversation or other communication, before the filing of the Motion for
19 Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to
20 this Agreement except to respond only that "the matter was resolved," or words to that effect.
21 Except for the filings associated with approval of this Settlement, Plaintiff and Class Counsel
22 agree not to publish any of the terms or conditions of this settlement. This paragraph does not
23 restrict Class Counsel's communications with Class Members in accordance with Class Counsel's
24 ethical obligations owed to Class Members.

25 12.4. No Solicitation. The Parties separately agree that they and their respective counsel
26 and employees will not solicit any Class Member to opt out of or object to the Settlement, or
27 appeal from the Judgment. Class Counsel shall not at any time list or publicize the action or
28 settlement on its website or any advertising material. Nothing in this paragraph shall be construed

1 to restrict Class Counsel's ability to communicate with Class Members in accordance with Class
2 Counsel's ethical obligations owed to Class Members.

3 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this
4 Agreement together with its attached exhibits shall constitute the entire agreement between the
5 Parties relating to the Settlement, superseding any and all oral representations, warranties,
6 covenants or inducements made to or by any Party.

7 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant
8 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
9 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to
10 effectuate its terms, and to execute any other documents reasonably required to effectuate the
11 terms of this Agreement including any amendments to this Agreement.

12 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use
13 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
14 the Settlement Agreement, submitting supplemental evidence and supplementing points and
15 authorities as requested by the Court. In the event the Parties are unable to agree upon the form or
16 content of any document necessary to implement the Settlement, or on any modification of the
17 Agreement that may become necessary to implement the Settlement, the Parties will seek the
18 assistance of a mediator and/or the Court for resolution.

19 12.8. No Prior Assignments. The Parties separately represent and warrant that they have
20 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
21 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
22 action or right released and discharged by the Party in this Settlement.

23 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel
24 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
25 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
26 CFR Part 10, as amended) or otherwise.

27 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
28 modified, changed or waived only by an express written instrument signed by all Parties or their

1 representatives and approved by the Court.

2 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure
3 to the benefit of, the successors of each of the Parties.

4 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will
5 be governed by and interpreted according to the internal laws of the State of California, without
6 regard to conflict of law principles.

7 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and
8 preparation of this Agreement. This Agreement will not be construed against any Party on the
9 basis that the Party was the drafter or participated in the drafting.

10 12.14. Confidentiality. To the extent permitted by law, all agreements made and orders
11 entered during Action and in this Agreement relating to the confidentiality of information shall
12 survive the execution of this Agreement.

13 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to
14 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
15 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
16 connection with the Settlement, may be used only with respect to this Settlement, and no other
17 purpose, and may not be used in any way that violates any existing contractual agreement, statute
18 or California Rules of Court rule. Not later than ninety (90) days after the date when the Court
19 discharges the Administrator's obligation to provide a Declaration confirming the final pay out of
20 all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data
21 received from Defendant unless, prior to the Court's discharge of the Administrator's obligation,
22 Defendant makes a written request to Class Counsel for the return, rather than the destruction, of
23 Class Data.

24 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
25 inserted for convenience of reference only and does not constitute a part of this Agreement.

26 12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
27 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
28 weekend or federal legal holiday, such date or deadline shall be on the first business day

1 thereafter.

2 12.18. Notice. All notices, demands or other communications between the Parties in
3 connection with this Agreement will be in writing and deemed to have been duly given as of the
4 third business day after mailing by United States mail, or the day sent by email or messenger,
5 addressed as follows:

6
7 **To Plaintiff:**

8 Kevin Mahoney, Esq.
9 Katherine J. Odenbreit, Esq.
10 John A. Young, Esq.
11 MAHONEY LAW GROUP
12 249 East Ocean Boulevard, Suite 814
13 Long Beach, CA 90802
14 Telephone: (562) 590-5550
15 Facsimile: (562) 590-8400

16
17 **To Defendant:**

18 Tony Blain, Esq.
19 BLAIN & ASSOCIATES, A.P.C.
20 8840 Wilshire Blvd.
21 Beverly Hills, CA 9021102606
22 Telephone: (310) 358-3111
23 Facsimile: (310) 358-3181

24 12.19. Execution in Counterparts. This Agreement may be executed in one or more
25 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
26 Agreement shall be accepted as an original. All executed counterparts and each of them will be
27 deemed to be one and the same instrument if counsel for the Parties will exchange between
28 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
prove the existence and contents of this Agreement.

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12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: August __, 2023

DANIEL'S WESTERN MEAL PACKERS, INC.,

By: _____

Name:

Title:

08 / 11 / 2023

Dated: August __, 2023



By: _____

Felix Diaz, Plaintiff

APPROVED AS TO FORM ONLY:

Dated: August 11, 2023

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.

Katherine J. Odenbreit, Esq.

John A. Young, Esq.

Attorneys for Plaintiff, FELIX DIAZ

Date: August __, 2023

BLAIN & ASSOCIATES, A.P.C.

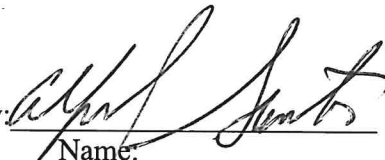
Tony Blain, Esq.

Attorneys for Defendant DANIEL'S WESTERN
MEAT PACKERS, INC.

1 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
2 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
3 agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section
4 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310
5 for the entire period of this settlement process.

6
7 Dated: August 14, 2023

DANIEL'S WESTERN MEAL PACKERS, INC.,

8
9 By: 
10 Name:
11 Title:

12 Dated: August __, 2023

13 By: _____
14 Felix Diaz, Plaintiff

15
16 APPROVED AS TO FORM ONLY:

17 Dated: August __, 2023

MAHONEY LAW GROUP, APC

18
19
20 _____
21 Kevin Mahoney, Esq.
22 Katherine J. Odenbreit, Esq.
John A. Young, Esq.
Attorneys for Plaintiff, FELIX DIAZ

23 Date: August 14, 2023

BLAIN & ASSOCIATES, A.P.C.

24
25 
26 Tony Blain, Esq.
27 Attorneys for Defendant DANIEL'S WESTERN
28 MEAT PACKERS, INC.

Exhibit A

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

Diaz v. Daniel's Western Meat Packers, Inc., Case No. 21STCV11476

***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 Daniel's Western Meat Packers, Inc. ("DEFENDANT") for alleged wage and hour violations.

The Action was filed by a former DEFENDANT employee Felix Diaz ("Plaintiff") and seeks payment of unpaid wages, meal and rest break premiums, reimbursement of business expenditures, penalties, interest, and attorneys' fees and costs for a class of non-exempt (e.g. hourly) employees ("Class Members") who worked for DEFENDANT during the Class Period (March 24, 2017 to June 17, 2023); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt (e.g., hourly) employees who worked for DEFENDANT during the PAGA Period (March 22, 2020 to June 17, 2023) ("Aggrieved Employees").

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

Based on DEFENDANT's records, and the Parties' current assumptions, **your Individual Class 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 DEFENDANT's 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 DEFENDANT's 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 date. 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 DEFENDANT to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against DEFENDANT.

If you worked for DEFENDANT 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 Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against DEFENDANT.
- (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 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against DEFENDANT, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

DEFENDANT 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 Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against DEFENDANT 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 Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class 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. DEFENDANT must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating 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 ("Participating 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. Participating 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/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to DEFENDANT's 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 DEFENDANT employee. The Action accuses DEFENDANT of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses 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 (*Labor Code* §§ 2698, et seq.)(“PAGA”). Plaintiff is represented by attorneys in the Action: Plaintiffs are represented by attorneys in the Action: Kevin Mahoney, Katherine Odenbreit and John Young of Mahoney Law Group (“Class Counsel.”)

DEFENDANT strongly denies 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 DEFENDANT or Plaintiff is correct on the merits. In the meantime, Plaintiff and DEFENDANT hired an experienced, neutral mediator, a retired judge, Hon. Carl West (Ret.) 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 DEFENDANT 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, DEFENDANT does 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) DEFENDANT has 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 Aggrieved Employees. 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. DEFENDANT Will Pay Five Hundred Thousand Dollars (\$500,000.00) as the Gross Settlement Amount (Gross Settlement). DEFENDANT has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, all interest payments, all applicable employee paid taxes, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, DEFENDANT will fund the Gross Settlement not more than fourteen (14) days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to one hundred sixty-six thousand six hundred sixty-six dollars and sixty-seven cents (\$166,666.67) (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to sixteen thousand dollars (\$16,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to five thousand dollars (\$5,000.00) as a Class Representative Award for filing the Action, working with Class Counsel, representing the Class, and entering into a general release of all claims against Defendant. A Class Representative Award and waiver of a five hundred dollar (\$500) debt owed to DEFENDANT will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to eight thousand five hundred dollars (\$8,500.00) to the Administrator for services administering the Settlement.
 - D. Up to twenty-five thousand dollars (\$25,000.00) for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating 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 Administrator will distribute the rest of the Gross

Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and DEFENDANT are asking the Court to approve an allocation of 20% of each Individual Class 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. DEFENDANT 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 Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and DEFENDANT 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 Class 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 Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the 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 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 Class Payments, but will preserve their rights to personally pursue wage and hour claims against DEFENDANT.

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 DEFENDANT 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. Plaintiffs and DEFENDANT have agreed that, in either case, the Settlement will be void: DEFENDANT will not pay any money and Class Members will not release any claims

against DEFENDANT.

8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The 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 Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and DEFENDANT has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating 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 DEFENDANT or related entities 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 Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the "Released Parties" of the "Released Class Claims." The "Released Parties" means: Defendant, and all of its current, former, and future parents, owners, subsidiaries, related and/or affiliated individuals and entities, predecessors and successors, and each of their respective agents, employees, owners, insurers, joint venturers, joint employers, alter egos, officers, directors, spouses, partners, shareholders, agents, principals, and any other successors, assigns, or legal representatives/attorneys, as well as any other individual or entity which could be jointly, severally, and/or derivatively liable. The "Released Class Claims" means all state, federal, and other wage and hour claims and any and all claims, debts, liabilities, demands, actions, or causes of actions of every nature and description that were either alleged, or that could have been alleged, in the Lawsuit and/or based on and/or arising out of facts and claims alleged in the Lawsuit, including, but not limited to, claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, failure to pay double-time wages, and interest thereon; the calculation of the regular rate of pay; non-compliant (*e.g.*, missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; failure to timely pay final wages; unfair business practices related to the Released Class Claims; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; non-compliant wage

statements; and attorneys' fees and costs; all claims related to the Released Class Claims arising under the California *Labor Code* (including, but not limited to, sections 201, 202, 203, 204, 218.5, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 2698, 2699, *et seq.*, and 2802); the Wage Orders of the California Industrial Welfare Commission; California *Business and Professions Code* sections 17200, *et seq.*; California Private Attorneys' General Act of 2004; the California *Civil Code*, to include but not limited to, sections 3287, 3288, 3336 and 3294; *C.C.P.* § 1021.5, and any other employment law and/or regulation applicable to the Lawsuit herein. The Released Class Claims excludes the release of claims not permitted by law. Class Members who cash their Individual Settlement Payment check shall be deemed to opt-in for purposes of releasing Released Parties from any Released Class Claims predicated under the FLSA. Furthermore, upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims, which are extinguished and precluded pursuant to *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). The Released Class Claims are limited to the Class Period stated herein.

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

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, including those who timely and effectively exclude themselves from the Released Class Claims (Settlement), shall nevertheless be bound by the Released PAGA Claims and shall receive a pro rata portion of 25% of the PAGA Penalties, cannot sue, continue to sue, or participate in any other PAGA claim against the Defendant. All Aggrieved Employees on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Lawsuit and/or based on and/or arising out of facts and claims asserted in the operative complaint in the Lawsuit and/or in the PAGA Notice(s). The released PAGA claims include, but are not limited to, claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (*e.g.*, missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-

clock work and rounded time; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The released PAGA claims include, but are not limited to, claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California *Labor Code* sections: 201, 202, 203, 204, 218.5, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 2802, 2698 *et seq.*, and 2699, *et seq.*). PAGA Members released PAGA claims are limited to the PAGA Period as stated herein.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$_____ by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in DEFENDANT's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept DEFENDANT's calculation of Workweeks and/or Pay Periods based on DEFENDANT's 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 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 DEFENDANT's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single

Individual PAGA Payment check to every Aggrieved Employee 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 Administrator as soon as possible. Section 9 of this Notice has the 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 Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as _____, 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 Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and DEFENDANT are asking the Court to approve. At least ____ 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 a Class Representative Service 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 Administrator's Website [INPUT BY ADMINISTRATOR] or the Court's website <https://www.lacourt.org/casesummary>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service 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 Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, Diaz v. Daniel's Western Meat Packers, Inc., and include your name, current address, telephone number, and approximate dates of employment for DEFENDANT and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating 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 ____ (time) 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 Gross Settlement will be paid to Class Counsel, Plaintiff, and the 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 Administrator's website [INPUT BY ADMINISTRATOR] 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 DEFENDANT 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 [Settlement Administrator's] website at [INPUT BY ADMINISTRATOR]. You can also telephone or send an email to Class Counsel or the 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. 21STCV11476. 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:

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Settlement Administrator:

[INPUT ADMINISTRATOR'S NAME, ADDRESS, PHONE AND FAX NUMBER, WEBSITE]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the 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 Administrator if you move or otherwise change your mailing address.

[INSERT ADMINISTRATOR'S INFORMATION]