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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

GUILLAUME DIAZ, on behalf of himself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

SAN FERNANDO VALLEY PRODUCE
& DELI, INC., a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

Case No. 21VECV00704

*Assigned for all purposes to The Honorable Shirley
K. Watkins, Dept. T*

**[PROPOSED] ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AWARDING ATTORNEYS’ FEES, COSTS,
GENERAL RELEASE PAYMENT, AND
REIMBURSEMENT OF SETTLEMENT
ADMINISTRATION EXPENSES, AND
DISMISSING ACTION WITH PREJUDICE**

Date: October 10, 2022

Time: 8:30 AM

Dept.: T

RESERVATION ID: 516248169961

Complaint Filed: May 27, 2021

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ORDER

Plaintiff Guillaume Diaz’ (“Plaintiff”) Unopposed Motion for an Order (1) granting approval of the proposed settlement of claims brought pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698 *et seq.*) (“PAGA”) set forth in the parties’ Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement (“Settlement Agreement”); (2) appointing Phoenix Class Action Administration Solutions and approving payment of its fees not to exceed \$2,995 from the PAGA Settlement Sum; (3) directing disbursement of the PAGA Settlement Sum pursuant to the terms of the Settlement Agreement; (4) directing payment of attorneys’ fees and litigation costs from the PAGA Settlement Sum in the amount of \$47,896.42 to Plaintiff’s counsel; and (5) directing a general release payment from the PAGA Settlement Sum in the amount of \$6,000 to Plaintiff was presented for hearing before this Court in Department T, the Honorable Shirley K. Watkins presiding, on October 10, 2022. Appearances were noted on the record.

Having reviewed the Settlement Agreement and duly considered the parties’ papers and oral argument, and good cause appearing,

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement, which is attached hereto as **Exhibit A**.

2. This Court has jurisdiction over the claims of the Aggrieved Employees and the State of California asserted in this proceeding and over all parties to the Action.

3. The Court finds that the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law. The Court finds that the PAGA Settlement Sum of \$116,070 represents a fair compromise of the claims alleged in the Action, considering the maximum potential value of the claims asserted and the risks inherent in further litigation.

1 4. The Court has considered the authorities and evidence presented by Plaintiff and
2 based thereon hereby approves the following awards and deductions from the PAGA Settlement
3 Sum:

4 a. To Plaintiff's counsel, Gaines & Gaines, APLC, an award of attorneys' fees
5 in the amount of one-third of the PAGA Settlement Sum, and \$9,206.42 in reimbursement
6 of litigation costs. The Court finds that these amounts are fair and reasonable and
7 commensurate with applicable California law.

8 b. To Plaintiff Guillaume Diaz, a general release payment of \$6,000. The Court
9 finds that the service and release provided by Plaintiff in the action justifies this payment.

10 c. To Phoenix Class Action Administration Solutions, the settlement
11 administrator, a payment of up to \$2,995 to administer the Settlement through its
12 conclusion, including disbursement of the PAGA Settlement Sum and all tax reporting
13 associated therewith.

14 5. The amount remaining of the PAGA Settlement Sum following these deductions is
15 the Net Settlement Amount of approximately \$59,178.58. The Net Settlement Amount shall be
16 distributed 75% to the Labor and Workforce Development Agency and 25% to the Aggrieved
17 Employees.

18 6. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement
19 based on the provisions and timelines set forth in the Settlement Agreement.

20 7. As authorized by Code of Civil Procedure section 664.6, the Court retains
21 jurisdiction over of the Action, and the Parties to construe, interpret, implement, and enforce the
22 Settlement Agreement and this Order.

23 **IT IS SO ORDERED.**

24
25 Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Guillaume Diaz v. San Fernando Valley Produce & Deli, Inc.
Los Angeles County Superior Court
Case Number 21VECV00704

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action with respect to all claims brought in a representative capacity pursuant to the Private Attorneys General Act (“PAGA”) (Labor Code § 2698 *et seq.*) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this PAGA Settlement Agreement (“Agreement” and “PAGA Settlement”).

This Agreement is made by and between Defendant San Fernando Valley Produce & Deli, Inc. (“Defendant”) and Plaintiff Guillaume Diaz (“Plaintiff”), for himself, Aggrieved Employees (defined below), and on behalf of the State of California. (Defendant, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “Parties.”) This Agreement shall be effective upon the last date upon which it is signed by the Parties.

The Parties agree that all representative claims brought pursuant to PAGA in Los Angeles County Superior Court case number 21VECV00704 (the “Litigation” or “Action”) shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of One Hundred Sixteen Thousand Seventy Dollars (\$116,070.00) (hereinafter referred to as the “PAGA Settlement Sum”) for settlement of the PAGA claims and penalties sought in the Litigation, which shall be inclusive of Plaintiff’s Counsel attorneys’ fees and costs in connection with this Agreement and a general release payment to Plaintiff. The Parties further agree that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Aggrieved Employees” means all individuals who worked for Defendant San Fernando Valley Produce & Deli, Inc. in California, as hourly and/or non-exempt employees at any time between March 22, 2020 and March 3, 2022.
- (b) “Complaint” means the operative Complaint filed by Plaintiff which asserts claims under PAGA predicated on underlying violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 512, and 558 and IWC Wage Order 4-2001.
- (c) “Court” means the Superior Court for the State of California, County of Los Angeles.

- (d) “Defense Counsel” or “Counsel for Defendant” is:

Jonathan Fraser Light, Esq.
Chandra A. Beaton, Esq.
Kathleen M. Fellows, Esq.
LIGHTGABLER
760 Paseo Camarillo, Suite 300
Camarillo, California 93010

- (e) “Effective Date” means the date the Court approves the settlement of the PAGA penalties as described in this Agreement and dismisses the Action with prejudice.

- (f) “Plaintiff’s Counsel” is:

Alex P. Katofsky, Esq.
Daniel F. Gaines, Esq.
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362

- (g) “Release Period” means the time period March 22, 2020 through March 3, 2022.

Article II.

Background.

Section 2.01 Background.

- (a) On or about March 22, 2021, Plaintiff submitted a notice to the State of California Labor and Workforce Development Agency (“LWDA”), LWDA Case No. LWDA-CM-826659-21. On May 27, 2021, Plaintiff filed a Complaint in the Superior Court of the State of California for the County of Los Angeles, entitled *Guillaume Diaz v. San Fernando Valley Produce & Deli, Inc.*, Case No. 21VECV00704. The Litigation is brought by Guillaume Diaz, on behalf of himself, the State of California and other aggrieved employees, as a single representative cause of action pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698 *et seq.*) based on alleged violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 512, and 558 and IWC Wage Order 4-2001, premised on Defendant’s alleged failure to provide all meal and rest periods, or premium compensation in lieu thereof, timely pay wages due at separation of employment, and issue complete and accurate wage statements.
- (b) Through this litigation, the Parties have engaged in informal discovery, including a review of Plaintiff’s timekeeping and payroll records, pertinent policies and procedures, and information as to numbers of allegedly aggrieved employees and applicable PAGA periods. The Parties reached this PAGA Settlement only after such discovery and investigation was performed, following a mediation with Marc Feder, Esq. on March 3, 2022.

- (c) This PAGA Settlement contemplates the entry of an order by the Court approving the payment allocated for settlement of the PAGA claims and dismissing the Action with prejudice.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining, through a stipulation and proposed order, or an unopposed motion, if required, an Order from the Court approving the payment of the PAGA Settlement Sum as described in this Agreement at the earliest possible date. Concurrently with the submission of this Agreement to the Court, Plaintiff shall submit it to the LWDA as required by PAGA. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of the payment of the PAGA Settlement Sum as described in this Agreement.

The Court's approval of the payment of the PAGA Settlement Sum as described in this Agreement shall be embodied in a written Order, which shall be transmitted to the LWDA promptly upon entry, as required by PAGA. Should the Court not grant approval of the payment of the PAGA Settlement Sum as described in this Agreement or decline to dismiss the Action, this Agreement shall be null and void and have no further effect, and all sums paid by Defendant, if any, shall be promptly returned to it.

Section 3.02 Settlement Payment Procedures.

(a) Payment of PAGA Settlement Sum and Notice to Aggrieved Employees.

- (1) Defendant agrees to pay a total amount of One Hundred Sixteen Thousand Seventy Dollars (\$116,070.00) to settle this matter. This amount, *i.e.*, the PAGA Settlement Sum, shall cover, resolve, and fully satisfy any and all amounts owed to Plaintiff, the Aggrieved Employees, the State of California, and Plaintiff's Counsel, including all amounts allocated to attorneys' fees and costs, in settlement of all claims asserted in the Complaint, or that could have been asserted in the Complaint, by Plaintiff, on behalf of himself and the Aggrieved Employees. The Parties agree that there are no circumstances that would require Defendant to pay any amount greater than the PAGA Settlement Sum in connection with this Agreement unless the escalator clause in paragraph 6.13 herein is invoked. In the event that this Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the PAGA Settlement Sum and the Parties' respective positions shall be restored to the same positions prior to mediation. Further, in that event, nothing in this Agreement, the negotiations leading to

this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

- (2) The "Net Settlement Fund" shall be calculated by deducting from the PAGA Settlement Sum up to \$38,690 for the payment of Plaintiff's Counsel's fees, up to \$10,000 for the payment of Plaintiff's Counsel's costs, up to \$6,000 to Plaintiff for a general release payment, and up to \$5,000 to compensate the Parties' chosen Settlement Administrator. The Net Settlement Fund will be comprised of approximately \$56,380. Seventy-five percent (75%) of the Net Settlement Fund, or approximately \$42,285, shall be distributed to the LWDA, and the remaining twenty-five percent (25%) of the Net Settlement Fund, or approximately \$14,095, shall be distributed to the Aggrieved Employees.
- (3) The twenty-five percent (25%) of the Net Settlement Fund to be distributed to the Aggrieved Employees will be divided by the total number of pay periods worked by all of them in California during the Release Period to yield the Pay Period Value. Each Aggrieved Employee will be paid an amount equal to their individual number of pay periods worked in California during the Release Period multiplied by the Pay Period Value.
- (4) Defendant will transmit to the Settlement Administrator the full PAGA Settlement Sum and a confidential list containing the names, addresses, and total number of pay periods worked during the PAGA Period for each of the Aggrieved Employees within ten (10) calendar days after the Effective Date. This contact information will be provided confidentially to the Settlement Administrator only, and the Settlement Administrator will treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of such information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement and shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court.
- (5) Prior to disbursement of any funds pursuant to this Agreement, the Settlement Administrator will provide a disbursement summary of the calculations for Plaintiff's Counsel's fees, Plaintiff's Counsel's costs, payment to the LWDA, Plaintiff's general release payment, the Settlement Administrator's fees, and individual payments to the Aggrieved Employees for review and approval by Plaintiff's Counsel and Defense Counsel.
- (6) No later than ten (10) calendar days after the PAGA Settlement Sum has been paid by Defendant, the Settlement Administrator shall transmit the Notice of PAGA Settlement (attached hereto as Exhibit "A"), together with settlement checks containing their individual settlement amounts, with no claims process required, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices.

- (7) For each settlement check and Notice of PAGA Settlement that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. The value of checks uncashed more than 180 days after issuance will be paid to the California State Controller's Office – Unclaimed Property Fund, to be held in the name of the Settlement Aggrieved Employee.
- (8) 100% of the PAGA Settlement Sum is considered penalties and will not be subject to local, state or federal tax withholdings. All recipients of payments under this PAGA Settlement shall have their payments reported on an IRS Form 1099. The Settlement Administrator shall issue IRS Form 1099s (if required) to the Aggrieved Employees.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as an admission by Defendant of any violations of Plaintiff's or Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract. Defendant further denies that, for any purpose other than settling these matters, that this action is appropriate for representative treatment.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement, nor any of its terms, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding, including to establish any liability or admission on the part of Defendant or any Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendant or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. Defendant specifically retains the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

Section 4.03 Nullification.

Invalidation of any material provision of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Limited Release By Plaintiff and Aggrieved Employees.

Upon the Effective Date, in exchange for the consideration provided herein and subject to Defendant's full payment of all sums required by this Settlement, Plaintiff, on behalf of himself, his heirs, executors, and assigns, the Aggrieved Employees, and the State of California, fully releases and discharges Defendant, and each of its present and former affiliates, related entities, parent companies, subsidiaries, divisions, joint employers, staffing companies, successors, predecessors, and assigns, and each of its respective past and present shareholders, officers, partners, directors, current and former employees, independent contractors, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, under PAGA, which were alleged or which could have been alleged based on the facts asserted in the operative Complaint in the Action and/or the operative administrative exhaustion letter filed with the Labor and Workforce Development Agency ("Released Claims") that accrued during the Release Period.

Section 5.02 Waiver of Civil Code § 1542 By Plaintiff.

In addition, Plaintiff acknowledges that he has been made aware of and understands Section 1542 of the California Civil Code, which states:

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

Notwithstanding Section 1542, Plaintiff understands and agrees that this Agreement shall act as a release of all future claims that may arise from Plaintiff's employment or separation from employment with Defendant, or any other matters that existed between the Parties up to the date of this Agreement, whether such claims are currently known or unknown, and that Plaintiff intentionally waives any rights he may have under the provisions of Section 1542, as well as under any other statutes or common law principles of similar effect in the State of California or in any other state.

Article VI.

Miscellaneous Provisions.

Section 6.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 6.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendant and Defense Counsel and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.03 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.04 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.05 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 6.06 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.07 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 6.08 Attorneys' Fees and Costs.

With respect to this Agreement, neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for the Aggrieved Employees, or Plaintiff may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the PAGA Settlement Sum except as expressly provided herein. Defendant shall bear its own attorney's fees and costs, and neither Plaintiff's Counsel, Aggrieved Employees or the Plaintiff shall be responsible for Defendant's attorney's fees and costs. If any Party moves the Court to enforce this Agreement, the prevailing party shall be entitled to recover from the other Party all attorneys' fees and costs incurred to enforce this Agreement.

Section 6.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, but excluding any dispute related to non-payment or late payment of the PAGA Settlement Sum, the Parties agree to submit any such dispute(s) first to mediation and/or continued negotiations before mediator Marc Feder, Esq., and then, if unsuccessful, to the Court.

Section 6.10 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.11 Court's Retention of Jurisdiction.

The Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6 and otherwise as permitted by law, to enforce this Settlement.

Section 6.12 Tax Indemnification

Plaintiff and the Aggrieved Employees will assume any tax obligations and consequences which may arise from this Settlement, including their receipt of payments pursuant to the PAGA Settlement. Plaintiff and Aggrieved Employees release any and all claims that they have or may have against Released Parties for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement. If any state or federal taxing authority contacts, investigates, or pursues any action against any Aggrieved Employees for their individual share of taxes related to any payments made under this Settlement, each Aggrieved Employee shall be responsible for their own defense of

and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Aggrieved Employee's share of any state or federal tax obligation.

Section 6.13 Escalator Provision.

Defendant represents that there are no more than 110 Aggrieved Employees who worked no more than 3900 pay periods during the PAGA Period. For each additional Aggrieved Employee and each pay period in excess of these amounts, the PAGA Settlement Sum shall increase on a proportionate basis, with the larger increase (employees v pay periods) controlling the increase.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

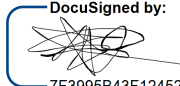
[SIGNATURES ON FOLLOWING PAGE]

Dated: April __, 2022

SAN FERNANDO VALLEY PRODUCE &
DELI, INC.

By _____
Marc Nehme, President of San Fernando Valley
Produce & Deli, Inc.

avril 11, 2022
Dated: April __, 2022

DocuSigned by:

By _____
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GUILLAUME DIAZ

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: April 11, 2022

GAINES & GAINES, ALPC

By *Daniel F. Gaines*
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiff

Dated: April __, 2022

LIGHTGABLER

By _____
Jonathan Fraser Light, Esq.
Chandra A. Beaton, Esq.
Kathleen M. Fellows, Esq.
Attorneys for Defendant

Dated: April 14, 2022

SAN FERNANDO VALLEY PRODUCE &
DELI, INC.

By 
Marc Nehme, President of San Fernando Valley
Produce & Deli, Inc.

Dated: April __, 2022

By _____
GUILLAUME DIAZ

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: April __, 2022

GAINES & GAINES, ALPC

By _____
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiff

Dated: April 14, 2022

LIGHTGABLER

By 
Jonathan Fraser Light, Esq.
Chandra A. Beaton, Esq.
Kathleen M. Fellows, Esq.
Attorneys for Defendant

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

GUILLAUME DIAZ, on behalf of himself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

SAN FERNANDO VALLEY PRODUCE
& DELI, INC., a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

Case No. 21VECV00704

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

You have been identified as an individual who worked for Defendant San Fernando Valley Deli & Produce, Inc. (“Defendant”) in California, as an hourly and/or non-exempt employee between March 22, 2020 and March 3, 2022 (“Aggrieved Employee”).

On May 27, 2021, Plaintiff Guillaume Diaz (the “Plaintiff”) commenced a lawsuit in Los Angeles County Superior Court, case number 21VECV00704 (the “Lawsuit”) to recover civil penalties on behalf of himself and Aggrieved Employees. As amended, the Lawsuit alleges that Defendant failed to provide all meal and rest periods, or premium compensation in lieu thereof, timely pay wages due at separation of employment, and issue complete and accurate wage statements. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code section 2698 *et seq.* (“PAGA”).

Defendant denies Plaintiff’s allegations and disputes all of Plaintiff’s claims. The Lawsuit was litigated and following an investigation and a mediation before a third-party mediator, the Parties reached a settlement.

The Court has not made any determination as to whether Plaintiff’s claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the Lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the Lawsuit, all parties avoid the uncertainties, risks and costs of proceeding with litigation.

The Court approved the settlement on [REDACTED] and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you

pursuant to the terms of the settlement. You have 180 days to cash the enclosed check. If you do not cash your check within 180 days of issuance, the funds will be deposited with the California State Controller Unclaimed Wages Fund in your name. If you are still employed by Defendant, your decision to cash the check will not affect your employment. This Settlement is being administered by Phoenix Class Action Administration Solutions, which is an experienced group that has been administering settlements like this one for over ten years. If you have any concerns or questions regarding the administration of this Settlement you can contact Phoenix Class Action Administration Solutions at [REDACTED].

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon the Effective Date, in exchange for the consideration provided herein and subject to Defendant's full payment of all sums required by this Settlement, Plaintiff, on behalf of himself, his heirs, executors, and assigns, the Aggrieved Employees, and the State of California, fully releases and discharges Defendant, and each of its present and former affiliates, related entities, parent companies, subsidiaries, divisions, joint employers, staffing companies, successors, predecessors, and assigns, and each of its respective past and present shareholders, officers, partners, directors, current and former employees, independent contractors, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, under PAGA, which were alleged or which could have been alleged based on the facts asserted in the operative Complaint in the Action and/or the operative administrative exhaustion letter filed with the Labor and Workforce Development Agency ("Released Claims") that accrued during the Release Period (from March 22, 2020 through March 3, 2022).

If you have any questions, you can contact Phoenix Class Action Administration Solutions, the settlement administrator at (800) 523-5773. You may also contact the parties counsel as follows:

Attorneys for Plaintiff Guillaume Diaz:

Daniel F. Gaines

Evan S. Gaines

GAINES & GAINES, APLC

4550 East Thousand Oaks Boulevard, Suite 100

Westlake Village, CA 91362

Telephone: (866) 550-0855

Email: daniel@gaineslawfirm.com; evan@gaineslawfirm.com

Attorneys for Defendant San Fernando Valley Deli & Produce, Inc.:

Chandra A. Beaton, Esq.

Kathleen M. Fellows, Esq.

LIGHTGABLER

760 Paseo Camarillo, Suite 300

Camarillo, CA 93010

Telephone: (805) 248-7208

Email: cbeaton@lightgablerlaw.com; kfellows@lightgablerlaw.com

**PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH ANY QUESTIONS
ABOUT THE LAWSUIT OR THE SETTLEMENT**