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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

ALFREDO SALAS, individually, and on behalf of)
other members of the general public similarly
situated;

Plaintiffs,

v.

GOLDEN SPECIALTY FOODS, LLC, a
California corporation; and DOES 1 through 100,
inclusive;

Defendants.

CASE NO.: 22CV-00393

Assigned for All Purposes to:
Hon. Brian McCabe
Courtroom 8

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Complaint Filed: February 9, 2022

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement and Release (“Agreement” or “Stipulation of
3 Settlement” or “Settlement”) is made and entered into by and between Plaintiff Alfredo Salas
4 (“Plaintiff,” or “Class Representative”), individually and on behalf of other aggrieved employees and/or
5 members of the general public similarly situated, on the one hand, and Defendant Golden Specialty
6 Foods, LLC (“Defendant”), on the other hand (collectively with Plaintiff, the “Parties”).

7 Subject to approval of the Court pursuant to the California Rules of Court, this Stipulation of
8 Settlement shall be binding on Plaintiff, Class Counsel, the Class, aggrieved employees (including the
9 State of California as their representative), and Defendant, along with the other Released Parties, subject
10 to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On March 9, 2021, Plaintiff provided written notice to the LWDA and Defendant of the
13 specific provisions of the Labor Code he contends were violated, and the theories supporting his
14 contentions. Plaintiff believes that on or about May 30, 2021, the sixty-five (65) day notice period
15 expired and the LWDA did not take any action to investigate or prosecute this matter. Therefore,
16 Plaintiff exhausted the statutory time period to bring this action.

17 2. On January 12, 2022, the Parties participated in mediation before Eve Wagner (the
18 “Mediator”), a respected mediator of wage and hour class actions. After a full day of negotiations and
19 considering the Mediator’s proposal, the Parties agreed to settle and stipulated to the material terms of
20 this Stipulation of Settlement now before this Court. The Mediator’s supervision of the mediation and
21 negotiations was critical in managing the expectations of the Parties and providing a useful and neutral
22 analysis of the issues and risks to both sides.

23 3. On February 9, 2022, Plaintiff filed a Class and Representative PAGA action in the
24 Superior Court of the State of California, County of Merced, entitled *Salas v. Golden Specialty Foods,*
25 *LLC*, Case No. 22CV-00393. The action included class allegations against Defendant for (1) violation
26 of California Labor Code §§ section 510 and 1198 (unpaid overtime); (2) violation of California Labor
27 §§ 226.7 and 512(a) (unpaid meal period premiums); (3) violation of California Labor Code § 226.7

(unpaid rest period premiums); (4) violation of California Labor Code §§ 1194 and 1197 (unpaid minimum wages); (5) violation of California Labor Code §§ 201 and 202 (final wages not timely paid); (6) violation of California Labor Code § 204 (Wage Not Timely Paid During Employment); (7) violation of California Labor Code § 226(a) (non-compliant wage statements); (8) violation of California Labor Code §§ 2800 and 2802; (9) violation of California Labor Code §§ 2698, *et seq.*, (Private Attorneys General Act of 2004); and (10) violation of California Business & Professions Code § 17200, *et seq.*

4. Defendant denies all material allegations set forth in this action and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to settle all actual or potential claims fully and finally by the Class and aggrieved employees.

5. Plaintiff's counsel in the Action, Justice Law Corporation ("Class Counsel"), diligently investigated the proposed Class's claims against Defendant, including all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information pursuant to informal discovery methods, review of numerous corporate policies and practices, and the time and wage data of numerous employees in the putative class.

6. The settlement discussions during and after mediation were conducted at arm's-length and this Stipulation of Settlement is the result of an informed and detailed analysis of Defendant's total potential liability exposure in relation to the costs and risks associated with continued litigation.

7. Based on the data produced pursuant to informal discovery, as well as Class Counsel's own independent investigation and evaluation, and the Mediator's efforts, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class and aggrieved employees considering all known facts and circumstances.

8. This Stipulation of Settlement is made and entered into by and between Plaintiff individually, and on behalf of all other members of the general public similarly situated, aggrieved employees, and Defendant, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Stipulation of Settlement is entered solely for the purpose

of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Stipulation of Settlement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

The following definitions are applicable to this Stipulation of Settlement. Definitions contained elsewhere in this Stipulation of Settlement will also be effective:

9. “Action” means the lawsuit in the matter entitled *Salas v. Golden Specialty Foods, LLC*, Case No. 22CV-00393, filed on February 9, 2022 in the Merced County Superior Court.

10. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of this Action, and all litigation costs and expenses incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs and expenses associated with mediation, documenting the Settlement, securing the Court’s approval of the Settlement, obtaining entry of a Judgment terminating this Action, and expenses for any experts. Class Counsel will collectively request attorneys’ fees not to exceed Thirty-Eight Percent (38%) of the Maximum Settlement Amount, or up to One Hundred and Seventy-One Thousand Dollars (\$171,000). Class Counsel will also request reimbursement of Class Counsel’s litigation costs and expenses, not to exceed Eighteen Thousand Dollars (\$18,000). Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses as set forth above, so long as it is consistent with the provisions of this Agreement. Any portion of the Attorneys’ Fees and Costs not awarded to Class Counsel will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

11. “Claimants” means all Class Members who submit timely and valid Claim Forms for participation in the Class Action Settlement.

12. “Claim Form” means the document, substantially in the form attached as **Exhibit B**, that Class Members must complete and postmark by the Response Deadline (as defined below) to receive a proportional share of the Net Settlement Amount in the form of an Individual Settlement Payment.

13. “Claims Administrator” means any third-party class action settlement claims

1 administrator agreed to by the Parties and approved by the Court for purposes of administering this
2 Settlement. The Parties each represent that they do not have any financial interest in the Claims
3 Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict
4 of interest.

5 14. "Claims Administration Costs" means the costs payable from the Maximum Settlement
6 Amount to the Claims Administrator for administering this Settlement, including, but not limited to, (a)
7 printing, distributing, and tracking documents for this Settlement; (b) calculating estimated amounts per
8 Class Member; (c) tax reporting; (d) distributing the appropriate settlement amounts; and (e) providing
9 necessary reports and declarations, and other duties and responsibilities set forth herein to process this
10 Settlement, and as requested by the Parties. The Claims Administration Costs are currently estimated
11 not to exceed Ten Thousand Dollars (\$10,000). Any portion of the Claims Administration Costs that
12 are not awarded to the Claims Administrator will flow through to the Net Settlement Amount.

13 15. "Class Counsel" means Justice Law Corporation, which will seek to be appointed counsel
14 for the Class.

15 16. "Class Lists" mean a complete list of all Class Members within the Class that Defendant
16 will diligently and in good faith compile from its records and provide only to the Claims Administrator
17 within twenty (20) business days of the Court's Preliminary Approval of this Stipulation of Settlement.
18 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each
19 Class Member's: (a) full name; (b) most recent mailing address; (c) Social Security number; (d) dates
20 of employment as hourly-paid or non-exempt employee in California; and (e) any other relevant
21 information needed to calculate settlement payments. THIS INFORMATION WILL NOT BE
22 SHARED WITH AND/OR PROVIDED TO CLASS COUNSEL IN ANY WAY.

23 17. "Class Member(s)" or "Class" collectively refer to: all individuals who are or previously
24 were employed by Defendant in the State of California, whether employed directly by Defendant or
25 through a staffing/temporary agency, and classified as non-exempt at any time during the period from
26 June 14, 2017, to March 12, 2022.

27 18. "Class Period" means the period from June 14, 2017 to March 12, 2022.

1 19. “Class Representative” means Alfredo Salas, who will seek to be appointed as the
2 representative for the Class.

3 20. “Class Representative Enhancement Payment” means the amount to be paid to the Class
4 Representative in recognition of his efforts and work in prosecuting the Action on behalf of Class
5 Members. The Parties agree that the Class Representative will be paid up to Ten Thousand Dollars
6 (\$10,000) subject to Court approval, from the Maximum Settlement Amount for his services on behalf
7 of the Class, including his assistance as the Plaintiff and Class Representative, subject to the Court
8 granting final approval of this Stipulation of Settlement and subject to the exhaustion of any and all
9 appeals. Any portion of the Class Representative Enhancement Payment not awarded to the Class
10 Representative will be a part of the Net Settlement Amount, for distribution in conformity with this
11 Agreement.

12 21. “Court” means the Superior Court of the State of California for the County of Merced
13 or any other court taking jurisdiction of the Action.

14 22. “Defendant” means Golden Specialty Foods, LLC.

15 23. “Defendant’s Counsel” means counsel for Defendant who are:

16 Greg S. Labate (SBN 149918)
17 Lauren J. Blaes (SBN 322189)
18 **SHEPPARD, MULLIN, RICHTER & HAMPTON LLP**
19 650 Town Center Drive, 10th Floor
20 Costa Mesa, California 92626
21 Telephone: (714) 513-5100
22 Facsimile: (714) 513-5130

23 24. “Effective Date” means the date on which the settlement embodied in this Stipulation of
24 Settlement shall become effective after all of the following events have occurred: (i) this Stipulation of
25 Settlement has been executed by all Parties and by counsel for the Class and Defendant; (ii) the Court
26 has given preliminary approval to the Settlement; (iii) the notice has been given to the Class Members,
27 providing them with an opportunity to object to the terms of the Stipulation of Settlement or to opt out
28 of the Stipulation of Settlement by filing a Request for Exclusion (as defined below); and (iv) (a) in the
event the Court has held a formal fairness hearing and, having heard no objections to the Settlement,

entered a final order and judgment certifying the Class, and approving this Stipulation of Settlement or (b) only in the event that there are written objections filed prior to the formal fairness hearing that are not later withdrawn or denied, the later of the following events: five (5) business days after the period for filing any appeal, writ or other appellate proceeding opposing the Court's final Order approving the Stipulation of Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ or other appellate proceeding opposing the Court's final Order approving the Stipulation of Settlement has been filed, five (5) business days after any appeal, writ or other appellate proceedings opposing the Stipulation of Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

25. "Individual Settlement Payment" means each Claimant's share of the Net Settlement Amount.

26. "Maximum Settlement Amount" means the maximum settlement amount of up to Four Hundred and Fifty Thousand Dollars (\$450,000), inclusive of attorneys' fees, costs, and expenses directly related to the Action, to be paid by Defendant in full satisfaction of all claims arising from the Action, which includes all Individual Settlement Payments to Claimants, the Class Representative Enhancement Payment, Claims Administration Costs to the Claims Administrator, Attorneys' Fees and Costs to Class Counsel, and the PAGA Payment. The Maximum Settlement Amount includes all such fees and costs incurred to date, as well as all such fees and costs incurred in documenting the Settlement and this Agreement, securing Court approval of the Settlement and this Agreement, administering the Settlement, and obtaining a final order approving the Settlement and this Agreement and entering judgment. This Maximum Settlement Amount has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant be liable for more than the Maximum Settlement Amount, except that employer-side payroll taxes shall be paid separate and apart from the Maximum Settlement Amount.

27. "Net Settlement Amount" means the portion of the Maximum Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Claims Administration Costs, the PAGA Payment (as defined in Paragraph 31), and Attorneys' Fees and Costs.

The Net Settlement Amount will be distributed to Claimants in accordance with Paragraphs 57 and 58. Plaintiff and Defendant agree that the amount distributed to the Claimants will equal at least Fifty Percent (50%) of the Net Settlement Amount. If the total Individual Settlement Payments to the Claimants would equal less than Fifty Percent (50%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal Fifty Percent (50%) of the Net Settlement Amount. Except as otherwise provided in Paragraph 57, any unclaimed amounts above Fifty Percent (50%) of the Net Settlement Amount will remain the exclusive property of Defendant.

28. “Notice of Objection” or “Objection” means a Class Member’s valid and timely written objection to this Stipulation of Settlement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection, (c) a clear reference to the title of this case and case number, and (d) copies of any papers, briefs, or other documents upon which the objection is based.

29. “Notice Packet” means the Notice of Class Action Settlement and Claim Form, substantially in the forms attached as **Exhibit A**, and **Exhibit B** respectively.

30. “PAGA Aggrieved Employee” means all individuals who are or previously were employed by Defendant in the State of California, whether employed directly by Defendant or through a staffing/temporary agency, and classified as non-exempt employees at any time during the period from September 12, 2020 to March 12, 2022.

31. “PAGA Payment” means the amount of Ten Thousand Dollars (\$10,000), which the Parties have agreed to allocate for penalties pursuant to the Private Attorneys’ General Act, California Labor Code § 2698, *et seq.* The Parties have agreed that the PAGA Payment will be paid out of the Maximum Settlement Amount. Pursuant to PAGA, the Labor and Workforce Development Agency (“LWDA”) shall be paid Seventy-Five Percent (75%) or Seven Thousand Five Hundred Dollars (\$7,500) of the PAGA Payment (“LWDA Payment”). Pursuant to PAGA, Twenty-Five Percent (25%) or Two Thousand Five Hundred Dollars (\$2,500) of the PAGA Payment will be distributed, pro rata,

1 based on weeks worked to all PAGA Aggrieved Employees (“Individual PAGA Payments”).

2 32. “Parties” means Plaintiff and Defendant collectively.

3 33. “Plaintiff” means Alfredo Salas.

4 34. “Preliminary Approval” means the Court order granting preliminary approval of this
5 Stipulation of Settlement.

6 35. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
7 Regulations § 1.46B-1, 26 C.F.R. § 1.468B-1 *et seq.* that is established by the Claims Administrator for
8 the benefit of Claimants, Plaintiff, and Class Counsel.

9 36. “Released Claims” as it pertains to Class Members include, all claims based on the factual
10 or legal theories that were alleged in the operative Complaint filed by Plaintiff and in Plaintiff’s letter to
11 the Labor Workforce & Development Agency (“LWDA”), or reasonably could have been alleged based
12 on the facts, legal theories, Labor Code sections, and primary rights at issue in the Complaint or letters to
13 the LWDA, including the: failure to pay wages, failure to pay overtime and double-time wages; failure to
14 pay minimum wages; failure to provide and record meal periods and provide meal period premium
15 payments; failure to provide rest periods and provide rest period premium payments; failure to provide
16 and maintain compliant wage statements; failure to timely pay wages during employment; failure to timely
17 pay wages upon termination; failure to reimburse necessary business expenses; rounding; off-the-clock
18 work; calculation of the regular rate of pay; failure to maintain payroll records; violations of the unfair
19 competition law, and any other claims or penalties under the wage and hour laws pleaded in the Action,
20 including but not limited to all claims arising under California Labor Code Sections 201, 201.3, 201.5,
21 201.6, 201.8, 201.9, 202, 203, 204, 205.5, 210, 218.5, 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194,
22 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.* and 2699 *et seq.*, as well as any and all claims under
23 California Business and Professions Code Section 17200, *et seq.* The period of the Release shall extend
24 to the limits of the Class Period. The *res judicata* effect of the Judgment will be the same as that of the
25 Release.

26 37. “Released Claims Period” means the period from June 14, 2017 to March 12, 2022.

27 38. “Released Parties” means Defendant and each of its past, present and future agents,
28

employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of its respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them.

39. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) be signed by the Class Member; (b) contain the name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state the name of this case, the case number, and that the Class Member does not wish to be included in the Settlement; (d) be returned by mail to the Claims Administrator at the specified address and/or facsimile number; and (e) be postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be bound by all terms of the Settlement if the Settlement is granted final approval by the Court.

40. “Response Deadline” means the deadline by which Class Members must postmark to the Claims Administrator valid Claim Forms, Requests for Exclusion, or file and serve objections to the Settlement. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Claims Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Claim Forms or Requests for Exclusion will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Claims Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. Under no circumstances will the Claims Administrator have the authority to extend the deadline for Class Members to submit a Claim Form, Request for Exclusion, or objection to the Settlement.

41. “Workweeks” means the number of weeks of employment that a Class Member worked for Defendant as an hourly, non-exempt employee, whether employed directly by Defendant or through a staffing/temporary agency, in California at any time during the Class Period (as defined above). The Claims Administrator will calculate the number of Workweeks by calculating the number of days each Class Member was employed during the Class Period, dividing by seven (7), and rounding up or down to the nearest whole number, as appropriate (for example, 7.50 would round to 8; 7.49 would round to 7). Each Claimant shall be entitled to payment for at least one workweek.

42. “Workweek Value” means the value of each compensable Workweek, as determined by the formula set forth herein.

CLASS CERTIFICATION

43. Solely for purposes of settling the Action, and not for purposes of class certification should the matter not be settled or for any other reason, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Class have been met and are met. More specifically, the Parties stipulate and agree that:

a. The Class is ascertainable and so numerous as to make it impracticable to join all Class Members;

b. There are common questions of law and fact including, but not limited to, the following:

i. Whether Defendant properly compensated Class Members;

ii. Whether Defendant failed to provide meal and rest breaks;

iii. Whether Defendant failed to pay penalties for missed meal and/or rest breaks;

iv. Whether Defendant failed to provide Class Members compliant wage statements;

v. Whether Defendant failed to timely pay Class Members their final wages;

vi. Whether Defendant engaged in unfair business practices affecting the Class;
and

vii. Whether the Class representative and the Class he purport to represent are entitled to injunctive and/or declaratory relief.

44. Should this Settlement not be approved or be terminated, these stipulations shall be null and void and shall not be admissible for any purpose whatsoever.

45. The Class Representative's claims are typical of the claims of the members of the Class. Should this Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be admissible for any purpose whatsoever.

46. The Class Representative and Class Counsel will fairly and adequately protect the interests of the Class. Should this Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be admissible for any purpose whatsoever.

47. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct. Should this Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be admissible for any purpose whatsoever.

48. With respect to the Class, the Class Representative believes that questions of law and fact common to the members of the Class predominate over any questions affecting any individual member in such Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy. Should this Settlement not be approved or be terminated, this stipulation shall be null and void and shall not be admissible for any purpose whatsoever.

TERMS OF AGREEMENT

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

49. Funding of the Maximum Settlement Amount. Prior to the Effective Date of the Settlement, Defendant will not be required to fund the Settlement, in whole or in part, through the Claims Administrator or any third party. Within three (3) business days after the Final Approval of the Settlement, the Claims Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement. Defendant will deposit all Court-approved

costs, fees and payments, and claim amounts from the Maximum Settlement Amount into a Qualified Settlement Fund account to be established by the Claims Administrator within twenty (20) business days of the Effective Date. Prior thereto, Defendant shall not have any obligation to segregate the funds comprising the Maximum Settlement Amount from its other assets and retain exclusive authority over, and responsibility for, those funds. Defendant is not required to deposit the total Maximum Settlement Amount into the Qualified Settlement Fund unless the entire Net Settlement Amount has been claimed.

50. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees and Costs of not more than Thirty-Eight Percent (38%) of the Maximum Settlement Amount or up to One Hundred and Seventy-One Thousand Dollars (\$171,000), plus the reimbursement of costs and expenses associated with Class Counsel's litigation and settlement of the Action, not to exceed Eighteen Thousand Dollars (\$18,000), both of which will be paid from the Maximum Settlement Amount. Any Attorneys' Fees and Costs awarded by the Court shall not constitute payment to any Class Member(s). To the extent that the Court approves less than the amount of attorney's fees and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount. Class Counsel is solely responsible for providing completed IRS W-9 forms to the Claims Administrator prior to distribution. The Claims Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded Attorneys' Fees and Costs. Plaintiff, Class Counsel, and Class Members shall assume full responsibility and liability for the payment of taxes due on such awards, except for employer-side payroll taxes, which are solely the responsibility of Defendant. Except for the Attorneys' Fees and Costs set forth in this Agreement, the Parties agree to bear their own attorneys' fees and costs related to this Action. In consideration of their awarded Attorneys' Fees and Costs, Class Counsel waives all claims to any further attorneys' fees and expenses in connection with the Settlement.

51. Class Counsel will not be permitted to petition the Court for, or accept, any additional payments for attorneys' fees, costs, or expenses in connection with the Action. Defendant's payment of the Attorneys' Fees and Costs awarded to Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, costs, or expenses

1 in the Action incurred by any attorney on behalf of the Plaintiff and the Class Members, and shall relieve
2 Defendant, the Claims Administrator, and Defendant's Counsel of any other claims or liability to any
3 other attorney or law firm for any attorneys' fees, costs, and expenses to which any of them may claim
4 to be entitled on behalf of Plaintiff and/or the Class Members.

5 52. Class Representative Enhancement Payment. In recognition of Plaintiff's effort and
6 work in prosecuting the Action on behalf of Class Members, and in exchange for a full release of all
7 known and unknown claims, Defendant agrees not to oppose or impede any application or motion for a
8 Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000) to Plaintiff. The
9 Class Representative Enhancement Payment will be paid from the Maximum Settlement Amount and
10 shall not constitute payment to any Claimant(s) (other than Plaintiff). To the extent that the Court
11 approves less than the amount of the Class Representative Enhancement Payment that Class Counsel
12 requests, the difference between the requested and awarded amounts will be reallocated to the Net
13 Settlement Amount. Plaintiff is solely responsible for providing a completed IRS W-9 form to the
14 Claims Administrator prior to distribution. Because it is the intent of the Parties that the Class
15 Representative Enhancement Payment represent payment to Plaintiff for his services to the Class
16 Members, and not wages, the Settlement Administrator will not withhold any taxes from the Class
17 Representative Enhancement Payment. The Claims Administrator will issue an IRS Form 1099 for the
18 Class Representative Enhancement Payment to Plaintiff, and he shall be solely and legally responsible
19 for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
20 received.

21 53. General Release by Class Representative. As of the Effective Date, and as a condition
22 of the class action settlement, Plaintiff, as the Class Representative, shall separately fully and finally
23 release and discharge the Released Parties, and each of them, from any and all claims, obligations,
24 demands, actions, rights, causes of action, and liabilities, of whatever kind and nature, character, and
25 description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law,
26 statute, ordinance, regulation, common law, or other source of law or contract, whether known or
27 unknown, and whether anticipated or unanticipated, including but not limited to claims arising from or
28

related to his employment with Defendant and his compensation while an employee of Defendant ("Class Representative's Released Claims"). Class Representative's Released Claims include all claims arising from or related to the Action, including without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties and wage statement penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The Class Representative's Released Claims include, but are not limited to, the Released Claims as well as any other claims under any provision of the Fair Labor Standards Act ("FLSA"), the California Labor Code (including but not limited to Sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 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, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*), any applicable California Industrial Welfare Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or federal discrimination statutes, including, without limitation, the California Government Code, the Unruh Civil Rights Act, the California Civil Code, 8 CCR Sections 11010, 11030, and 11040, the California Code of Civil Procedure, including but not limited to Section 1021.5, the California common law of contract, federal common law, the California Constitution, the California Business and Professions Code, including but not limited to §§ 17200 *et seq.*, the United States Constitution, the Older Workers Benefit Protection Act, the Uniformed Services Employment and Reemployment Rights Act, 42 U.S.C. § 2000 *et seq.*, the Family and Medical Leave Act, to the extent not prohibited by law, the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*, the California Private Attorneys General Act of 2004 ("PAGA"), and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*, and all of their implementing regulations and interpretive guidelines. The Class Representative's Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With

1 Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and
2 Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted
3 by law. The Class Representative's Released Claims include all claims, whether known or unknown.
4 Even if the Class Representative discovers facts in addition to or different from those that he now knows
5 or believes to be true with respect to the subject matter of the Class Representative's Released Claims,
6 those claims will remain released and forever barred. The Class Representative stipulates and agrees
7 that, upon the Effective Date, the Class Representative shall be deemed to have, and by operation of the
8 final approval Order shall have, expressly waived and relinquished, to the fullest extent permitted by
9 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar
10 provision under federal or state law, which provides:

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

17 The Class Representative may hereafter discover facts in addition to or different from those the Class
18 Representative now knows or believes to be true with respect to the subject matter of the Class
19 Representative's Released Claims and this General Release, but the Class Representative, upon the
20 Effective Date, shall be deemed to have, and by operation of the final approval Order shall have, fully,
21 finally, and forever settled and released any and all of the claims released pursuant to this release,
22 whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist,
23 or heretofore have existed upon any theory of law or equity now existing or coming into existence in
24 the future, including, but not limited to, conduct that is negligent, intentional, with or without malice,
25 or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such
26 different or additional facts.

27 54. Claims Administration Costs. The Claims Administrator will be paid for the reasonable
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costs of administration of the Settlement and distribution of payments from the Maximum Settlement Amount, which is currently estimated not to exceed Ten Thousand Dollars (\$10,000). These costs, which will be paid from the Maximum Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing the Notice Packet, sending reminder notices, calculating shares and payment, distributing the Maximum Settlement Amount in accordance with the Settlement and the Court's order, and providing necessary reports and declarations. Any portion of the Claims Administration Costs that are not awarded to the Claims Administrator will be reallocated to the Net Settlement Amount.

55. Acknowledgement of Potential Administration Cost Increases. The Parties acknowledge that Claims Administration Costs may increase above the current estimate of \$10,000 and that any such additional Claims Administration Costs will be taken out of the Maximum Settlement Amount. Any portion of the estimated or designated Claims Administration Costs which are not in fact required to fulfill the total Claims Administration Costs will flow through to the Net Settlement Amount.

56. PAGA Payment. Subject to Court approval, the Parties agree that the amount of Ten Thousand Dollars (\$10,000) from the Maximum Settlement Amount will be designated for satisfaction of the PAGA Aggrieved Employees' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or \$7,500, of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or \$2,500, will be distributed, pro rata, based on weeks worked to all PAGA Aggrieved Employees. The Claims Administrator will calculate the total number of Workweeks worked by each individual PAGA Aggrieved Employee to determine the total number of Workweeks worked by all PAGA Aggrieved Employees ("Total PAGA Workweeks") between September 12, 2020 and March 12, 2022. Defendant shall provide the Claims Administrator such information as is necessary to calculate the individual PAGA Aggrieved Employee's Workweeks and Total PAGA Workweeks. To determine each PAGA Aggrieved Employee's estimated Individual PAGA Payment, the Claims Administrator will use the following formula: $\text{Estimated Individual PAGA Payment} = (\$2,500 \div \text{Total PAGA Workweeks}) \times \text{individual Workweeks for each individual PAGA Aggrieved Employee}$.

57. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual

Settlement Payments to Claimants in accordance with the terms of this Agreement. If the total claimed Individual Settlement Payments would equal less than Fifty Percent (50%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant so that the amount actually distributed to Claimants will equal at least Fifty Percent (50%) of the Net Settlement Amount. Any unclaimed amounts above Fifty Percent (50%) of the Net Settlement Amount will remain the exclusive property of Defendant.

58. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period. Specific calculations of Individual Settlement Payments will be made as follows:

58(a) The Claims Administrator will calculate the total number of Workweeks worked by each individual Class Member ("Individual Workweeks") to determine the total number of Workweeks worked by all Class Members ("Class Workweeks") during the Class Period. Defendant shall provide the Claims Administrator such information as is necessary to calculate the Individual Workweeks and Class Workweeks.

58(b) To determine each Class Member's estimated Individual Settlement Payment, the Claims Administrator will use the following formula: Estimated Individual Settlement Payment = (Net Settlement Amount ÷ Class Workweeks) x Individual Workweeks for each individual Class Member.

58(c) If the total Individual Settlement Payments actually claimed by Claimants equals less than Fifty Percent (50%) of the Net Settlement Amount, the Individual Settlement Payments will proportionately increase for each Claimant submitting a Claim Form such that the total Individual Settlement Payments equal not less than Fifty Percent (50%) of the Net Settlement Amount.

58(d) The Individual Settlement Payment will be reduced by any required deductions for each Claimant as set forth herein, including employee-side tax and

1 withholdings with respect to the wage portion of each Individual Settlement
2 Payment.

3 59. No Effect on Employee Benefits. The Individual Settlement Payments to be paid to
4 Plaintiff and Class Members, the Individual PAGA Payments to be paid to the PAGA Aggrieved
5 Employees, and the Class Representative Enhancement Payment to be paid to Plaintiff shall be deemed
6 not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any
7 of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff, any Class
8 Member, or any PAGA Aggrieved Employees. Such payments do not represent any modification of
9 Plaintiff's, Class Members, and PAGA Aggrieved Employees' previously credited hours of service or
10 other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan
11 sponsored by Defendant. Further, any Individual Settlement Payment, Individual PAGA Payment, or
12 Class Representative Enhancement Payment shall not be considered "compensation" in any year for
13 purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or
14 employee welfare benefit plan sponsored by Defendant.

15 60. No Effect on Regular Rate or Overtime Compensation. Class Members and PAGA
16 Aggrieved Employees will receive payment under the Settlement, as determined by the Settlement
17 Administrator in accordance with this Agreement. The Parties agree that this payment is not viewed as
18 additional compensation for purposes of calculating a "regular rate" of pay under California or federal
19 law for the period during which it is received, and no additional overtime compensation is required as a
20 result of such payment; further, any claim to entitlement to any additional overtime compensation is
21 expressly waived under the terms of this Agreement. No person or entity shall have any claim against
22 Defendant, Defendant's Counsel, Plaintiff, any Class Members, Class Counsel, or the Claims
23 Administrator based upon distributions and payments made in accordance with this Agreement.

24 61. Claims Administration Process. The Parties agree to cooperate in the administration of
25 the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
26 incurred in administration of the Settlement.

27 62. Delivery of the Class List. Within twenty (20) business days of Preliminary Approval,
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1 Defendant will provide the Class List(s) to the Claims Administrator.

2 63. Notice by First-Class U.S. Mail. Within fifteen (15) calendar days of receipt of the Class
3 List(s), the Claims Administrator will perform a search based on the National Change of Address
4 Database (“NCOA”), or any other similar services available, and mail a Notice Packet to all Class
5 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses available.

6 64. Confirmation of Contact Information in the Class List. Prior to mailing, the Claims
7 Administrator will perform a NCOA check, such as provided by Experian or any other similar services
8 available, for information to update and correct for any known or identifiable address changes. Any
9 Notice Packets returned to the Claims Administrator as non-deliverable on or before the Response
10 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
11 thereto and the Claims Administrator will indicate the date of such re-mailing on the Notice Packet. If
12 no forwarding address is provided, the Claims Administrator will promptly attempt to determine the
13 correct address using a skip-trace and will then perform a single re-mailing within five (5) days after
14 return of the Notice Packet. Those Class Members who receive a re-mailed Notice Packet, whether by
15 skip-trace or by request, will have between the later of (a) an additional fifteen (15) days or (b) the
16 Response Deadline to postmark a Claim Form, Request for Exclusion, or file and serve an objection to
17 the Settlement.

18 65. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
19 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement’s
20 principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class
21 Member worked for Defendant during the Class Period; (e) each Class Member’s estimated Individual
22 Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which
23 comprise the Class Period; (g) instructions on how to submit valid Claim Forms, disputes regarding
24 Workweeks, Requests for Exclusion, or objections; (h) the requirements relating to, and deadlines by
25 which the Class Member must submit Claim Forms, disputes regarding Workweeks, Requests for
26 Exclusions, and objections to the Settlement; (i) the claims to be released, as set forth herein; and (j) the
27 date for the Final Approval Hearing.

1 66. Disputed Information on Notice Packets. Class Members may dispute the information
2 provided in their Notice Packets, but must do so in writing, via first class mail, and it must be postmarked
3 by the Response Deadline. To the extent Class Members dispute the number of Workweeks to which
4 they have been credited or the amount of their Individual Settlement Payment, Class Members must
5 produce evidence to the Claims Administrator showing that such information is inaccurate. Absent
6 evidence rebutting Defendant's records, Defendant's records will be presumed determinative. The
7 Claims Administrator will evaluate the evidence submitted by the Class Member and made a
8 recommendation to the Parties as to which figures should be applied. If the Parties disagree with the
9 Settlement Administrator's recommendation, the dispute will be presented to the Court for
10 determination.

11 67. Claim Form Procedures. To receive an Individual Settlement Payment, the Class
12 Member will be required to submit a timely and valid Claim Form by the Response Deadline. All Claim
13 Forms must be signed and returned to the Claims Administrator via first class mail or fax and
14 postmarked or faxed by the Response Deadline. The date of the postmark on the return mailing envelope
15 will be the exclusive means to determine whether a Claim Form has been timely submitted. However,
16 it is not the intention of the Parties to exclude Class Members from obtaining payment in the Settlement
17 for technical reasons that do not interfere with the orderly administration of the Settlement. Therefore,
18 the Claims Administrator will compile a list of Claim Forms rejected for (1) failure to cure an unsigned
19 Claim Form or (2) late submission of the Claim Form. As to the Class Members on that rejected claims
20 list, any Class Member who requests, in a signed letter, to receive payment in the Settlement will be
21 treated like a Claimant so long as that written request is received by the Effective Date.

22 68. Defective Submissions. If a Class Member's Claim Form or Request for Exclusion is
23 defective as to the requirements listed herein, that Class Member will be given an opportunity to cure
24 the defect(s). The Claims Administrator will mail the Class Member a cure letter within three (3)
25 business days of receiving the defective submission to advise the Class Member that his or her
26 submission is defective and that the defect must be cured to render the Claim Form or Request for
27 Exclusion valid. The Class Member will have ten (10) calendar days from the date of the cure letter to
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1 postmark a revised Claim Form or Request for Exclusion. If a Class Member responds to a Cure Letter
2 by filing a defective claim, then the Claims Administrator will have no further obligation to give notice
3 of a need to cure. If the revised Claim Form is not postmarked or received within that period, it will be
4 deemed untimely.

5 69. Request for Exclusion Procedures. Any Class Member wishing to opt-out from this
6 Stipulation of Settlement must sign and postmark a written Request for Exclusion to the Claims
7 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope
8 will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.
9 All Requests for Exclusion will be submitted to the Claims Administrator, who will certify jointly to
10 Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. PAGA
11 Aggrieved Employees will not be able to exclude themselves from the PAGA portion of the settlement.

12 70. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
13 who does not affirmatively opt-out of this Stipulation of Settlement by submitting a timely and valid
14 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
15 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
16 Settlement.

17 71. Objection Procedures. To object to this Stipulation of Settlement, a Class Member must
18 file a valid Notice of Objection with the Court and serve copies of the Notice of Objection on the Parties
19 before the Response Deadline. The Notice of Objection must be signed by the Class Member and
20 contain all information required by this Stipulation of Settlement. The postmark date of the filing and
21 service will be deemed the exclusive means for determining that the Notice of Objection is timely. Class
22 Members who fail to object in the specific and technical manner specified above will be deemed to have
23 waived all objections to the Settlement and will be foreclosed from making any objections and seeking
24 any adjudication or review, whether by appeal or otherwise, to this Stipulation of Settlement. If a Class
25 Member objects to this Settlement, the Class Member will remain a member of the Class, and if the
26 Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and
27 any final approval Order and final judgment. Within three (3) business days of receipt of an objection,
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1 the Claims Administrator shall provide the counsel for the Parties with a copy of the objection. At no
2 time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
3 submit Requests for Exclusion, written objections to this Stipulation of Settlement, or appeal from or
4 seek review of the Court's Preliminary Approval Order, Final Approval Order, or Final Judgment. Class
5 Counsel will not represent any Class Members with respect to any such objections to this Settlement.

6 72. Reminders. Not earlier than twenty (20) days or later than thirty (30) days after the initial
7 mailing, the Claims Administrator will send a Reminder Postcard to all Class Members who have not
8 returned a Claim Form or a Request for Exclusion. All Reminder Postcards will include the Response
9 Deadline, and the contact information for the Claims Administrator.

10 73. Certification Reports Regarding Individual Settlement Payment Calculations. The
11 Claims Administrator will provide Defendant's counsel and Class Counsel a weekly report which
12 certifies: (a) the number of Class Members who have submitted Claim Forms; (b) the number of
13 Claimants; (c) the number of Class Members who have submitted valid Requests for Exclusion; (d) the
14 then current amount and percentage of the Net Settlement Amount claimed by Claimants; and (e)
15 whether any Class Member has submitted a challenge to any information contained in their Claim Form
16 or Notice Packet. Additionally, the Claims Administrator will provide to counsel for both Parties any
17 updated reports regarding the administration of this Stipulation of Settlement as needed or requested.

18 74. Payment Schedule for All Court-Approved and Individual Settlement Payment Amounts.
19 Within three (3) business days of the Court granting final approval, the Claims Administrator will
20 calculate all payments due. Individual Settlement Payments shall be mailed by regular First Class U.S.
21 Mail to the respective Claimant's last known mailing address within fourteen (14) calendar days after
22 Defendant deposits all Court-approved and claim amounts from the Maximum Settlement Amount into
23 a QSF.

24 75. Unclaimed Funds from the Net Settlement Amount. After all Individual Settlement
25 Payments have been made, any remaining or unclaimed funds from the Net Settlement Amount above
26 Fifty Percent (50%) shall remain the property of the Defendant.

27 76. Payroll Taxes. Any and all applicable employer-side payroll taxes relating to the portion
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of the Individual Settlement Payments paid as wages shall be paid separate and apart from the Maximum Settlement Amount.

77. Uncashed Settlement Checks. Any checks issued by the Claims Administrator to Claimants and PAGA Aggrieved Employees will be negotiable for at least One Hundred Twenty (120) calendar days from the date on which the check is issued. Those funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than One Hundred Twenty (120) calendar days after issuance will be sent to California State Controller's Unclaimed Property Fund.

78. Certification of Completion. Five (5) calendar days after the Response Deadline, the Claims Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. The declaration will include any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid and timely exclusions and objections that the Claims Administrator received.

79. Administration Costs if Settlement Fails or is Delayed. If the Settlement is voided or rescinded, for any reason other than set forth in Paragraph 89, any costs incurred by the Claims Administrator will be paid equally by the Parties (half by Defendant and half by Class Counsel), unless otherwise specified in this Agreement.

80. Treatment of Individual Settlement Payments. For purposes of this Stipulation of Settlement, all Individual Settlement Payments will be allocated as follows: Twenty-Five Percent (25%) of each Individual Settlement Payment will be allocated as wages and Seventy-Five Percent (75%) will be allocated as interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms, and Claimants will assume full responsibility and liability for the payment of taxes on such payments, if any. The Parties make no representations about the tax consequences to the portion of the payments representing interest and

1 penalties.

2 81. Administration of Taxes by the Claims Administrator. The Claims Administrator will be
3 responsible for issuing to Plaintiff, Claimants, PAGA Aggrieved Employees, and Class Counsel any W-
4 2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement.
5 The Claims Administrator will also be responsible for forwarding all payroll taxes and penalties to the
6 appropriate government authorities.

7 82. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
8 of the payments called for hereunder; and Plaintiff, Claimants, and PAGA Aggrieved Employees are
9 not relying on any statement, representation, or calculation by Defendant or by the Claims Administrator
10 in this regard. Plaintiff, Claimants, and PAGA Aggrieved Employees understand and agree that except
11 for Defendant's payment of the employer's portion of any payroll taxes, Plaintiff, Claimants, and PAGA
12 Aggrieved Employees will be solely responsible for the payment of any taxes and penalties assessed on
13 the payments described herein and will defend, indemnify, and hold Defendant free and harmless from
14 and against any claims resulting from treatment of such payments as non-taxable damages.

15 83. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
16 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
17 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, ANY "OTHER PARTY")
18 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
19 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
20 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
21 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
22 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
23 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
24 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
25 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
26 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
27 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
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1 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
2 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
3 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
4 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
5 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH
6 ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
7 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
8 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
9 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

10 84. No Assignments. The Parties and their counsel represent, covenant, and warrant that
11 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
12 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
13 or right herein released and discharged. Further, none of the rights, commitments, or obligations
14 recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or
15 Defense Counsel without the express written consent of each other Party and their respective counsel.
16 The representations, warranties, covenants, and agreements contained in this Agreement are for the sole
17 benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any
18 remedy to any other person.

19 85. Release of Claims by Class Members. Upon the Effective Date, Plaintiff, and all Class
20 Members who have not submitted valid and timely Requests for Exclusion, will be deemed to have
21 fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to
22 all of the Released Parties any and all Released Claims.

23 86. PAGA Payment. The Parties hereto, including the PAGA Aggrieved Employees,
24 stipulate and agree that the Individual PAGA Payments compensate the PAGA Aggrieved Employees
25 and the LWDA for all civil penalties that may be due to them under PAGA based upon the facts alleged
26 in the Action. As such, once the Claims Administrator has distributed the full payment of the Settlement
27 as described in Section 74 above, Defendant cannot be liable henceforth for any penalties pursuant to
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PAGA in connection with this Action. The Parties hereto, including the PAGA Aggrieved Employees, further stipulate and agree that even if any PAGA Aggrieved Employee is considered or determined to be an “aggrieved employee” for purposes of PAGA, said PAGA Aggrieved Employee waives any potential right to any penalty prescribed by PAGA relating to the Released Claims, notwithstanding the LWDA’s right, if any, to its portion of any related penalties.

87. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this Stipulation of Settlement to the Court in support of Plaintiff’s Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Stipulation of Settlement, the Parties shall apply to the Court for the entry of an order scheduling a fairness hearing on the question of whether the proposed settlement, including payment of Attorneys’ Fees and Costs, and Plaintiff’s Class Representative Enhancement Payment, should be finally approved as a fair, reasonable, and adequate settlement. As part of Plaintiff’s Motion for Preliminary Approval, Plaintiff shall also apply to the Court for the entry of an order as follows:

- a. Certifying the Class for the purpose of settlement;
- b. Approving, as to form and content, the proposed Notice of Class Action Settlement;
- c. Approving as to form and content the proposed Claim Form;
- d. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Notice of Class Action Settlement;
- e. Directing the mailing of the Notice of Class Action Settlement and Claim Form, and Reminder Postcards to the Class Members, in accordance with the Settlement Agreement;
- f. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court; and
- g. Enjoining Plaintiff and any Class Member from filing or prosecuting any claims, suits, or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement and the LWDA) regarding the Released

Claims unless and until such Class Members have filed valid Requests for Exclusion with the Claims Administrator.

88. Duties of the Parties Following Final Court Approval. Following final approval by the Court of the Settlement provided for in this Stipulation of Settlement, Class Counsel will submit a proposed final order of approval and judgment as follows:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of Attorneys' Fees and Costs;
- c. Approving the Class Representative Enhancement Payment to Plaintiff;
- d. Setting a date when the Parties shall report to the Court the total amount that was actually paid to the Class Members; and
- e. Entering judgment in this Action consistent with this Agreement.

89. Defendant's Option to Terminate the Settlement. If ten percent (10%) or more of the Class Members opt out of the Settlement by filing Requests for Exclusion, Defendant may, at its election, rescind the Settlement in its entirety and the Settlement will thereby be null and void for all purposes, and may not be used or introduced in further litigation. Defendant must exercise this right of rescission, in writing, to Class Counsel within ten (10) calendar days after the Claims Administrator notifies the Parties of the total number of opt-outs and the total number of valid Claim Forms received by the Response Deadline. If the option to rescind is exercised, Defendant shall be solely responsible for all costs of the Claims Administrator accrued to that point.

90. Nullification of Stipulation of Settlement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Stipulation of Settlement, and any documents generated to bring it into effect, will be null and void, and may not be used or introduced in further litigation. Any order or judgment entered by the Court in furtherance of this Stipulation of Settlement will likewise be treated as void from the beginning.

91. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request

1 the Preliminary Approval of this Stipulation of Settlement, and the entry of a Preliminary Approval
2 Order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary
3 Approval of the proposed Stipulation of Settlement, and (c) setting a date for a Final
4 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice
5 Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval
6 hearing, Plaintiff will submit this Stipulation of Settlement, which sets forth the terms of this Settlement,
7 and will include the proposed Notice Packet; i.e., the proposed Notice of Class Action Settlement
8 documents, and the proposed Claim Form, attached as **Exhibit A** and **Exhibit B** respectively. Class
9 Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.
10 Defendant agrees not to oppose the Motion for Preliminary Approval, so long as it is consistent with
11 the provisions of this Agreement.

12 92. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
13 deadlines to postmark Claim Forms, Requests for Exclusion, or objections to this Stipulation of
14 Settlement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be
15 conducted to determine the Final Approval of this Stipulation of Settlement along with the amounts
16 properly payable for (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the
17 Class Representative Enhancement Payment; and (d) all Claims Administration Costs, as well as
18 confirming the total amount to be allocated towards the PAGA Payment. Class Counsel will be
19 responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be
20 responsible for drafting the Attorneys' Fees and Costs application to be heard at the final approval
21 hearing and shall submit to the Court a Proposed Final Approval Order. Defendant agrees not to oppose
22 the Motion for Final Approval and Attorneys' Fee and Costs, so long as it is consistent with the
23 provisions of this Agreement.

24 93. Either Party's Option to Terminate the Settlement. Subject to the obligation(s) of mutual
25 full cooperation, either Party may terminate this Settlement if the Court declines to enter the Preliminary
26 Approval Order, the Final Approval Order, or final judgment in substantially the form submitted by the
27 Parties, or this Stipulation of Settlement as agreed does not become final because of appellate court
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1 action, or the Court does not certify a class releasing the claims set forth in this Agreement. The
2 terminating Party shall give to the other Party (through its counsel) written notice of its decision to
3 terminate no later than ten (10) business days after receiving notice that one of the enumerated events
4 has occurred. Termination shall have the following effects:

- 5 a. The Stipulation of Settlement shall be terminated and shall have no force or effect,
6 and no Party shall be bound by any of its terms;
- 7 b. In the event the Settlement is terminated, Defendant shall have no obligation to
8 make any payments to any Party, Class Member, PAGA Aggrieved Employee, or
9 attorney, except that the Terminating Party shall pay the Claims Administrator for
10 services rendered up to the date the Claims Administrator is notified that the
11 Settlement has been terminated;
- 12 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
13 any order of class certification, shall be vacated;
- 14 d. The Stipulation of Settlement and all negotiations, privileged statements and
15 proceedings relating thereto shall be without prejudice to the rights of any of the
16 Parties, all of whom shall be restored to their respective positions in the Action
17 prior to this Stipulation of Settlement; and
- 18 e. Neither this Stipulation of Settlement, nor any ancillary documents, actions,
19 statements, or filings in furtherance of this Stipulation of Settlement (including all
20 matters associated with the mediation) shall be admissible or offered into evidence
21 in the Action or any other action for any purpose whatsoever.

22 94. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set
23 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
24 Any Exhibits to this Agreement are an integral part of this Stipulation of Settlement.

25 95. Confidentiality. The Parties and their counsel agree that they will not issue any press
26 releases, initiate any contact with the press, respond to any press inquiry, or have any communication
27 with the press about the fact, amount, or terms of the Settlement. Class Counsel may respond to press
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1 inquiries by stating the matter has been resolved and refer the press to court filings. In addition, the
2 Parties and their counsel agree that they will not engage in any advertising or distribute any marketing
3 materials relating to the Settlement of this case, including but not limited to any postings on any websites
4 maintained by Class Counsel. The Claims Administrator shall not create nor maintain any dedicated,
5 independent website regarding this Settlement at any time. Any communication about the Settlement
6 to Class Members will be limited to a statement that a settlement has been reached and the details will
7 be communicated in a forthcoming Court-approved notice. Nothing set forth herein, however, shall
8 prohibit (a) Defendant from providing truthful disclosure about the Settlement, including its amount, in
9 its periodic filings on Form 10-Q or Form 10-K with the United States Securities and Exchange
10 Commission, or (b) the Parties from providing this Agreement to the Court in connection with the
11 Parties' efforts to seek the Court's approval of this Settlement. Neither Plaintiff nor Class Counsel shall
12 hold a press conference or otherwise seek to affirmatively contact the media about the Settlement. If
13 contacted by the media regarding the Settlement, Class Counsel will direct any media inquiries to the
14 public records of the Action on file with the Court. Additionally, neither Plaintiff nor Class Counsel
15 will disparage the Settlement.

16 96. Entire Agreement. This Stipulation of Settlement and any attached Exhibits constitute
17 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
18 agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil
19 Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement
20 is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence,
21 and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or
22 contradict the terms of this Agreement.

23 97. Amendment or Modification. This Stipulation of Settlement may be amended or
24 modified only by a written instrument signed by the named Parties and counsel for all Parties or their
25 successors-in-interest.

26 98. Authorization to Enter Into Stipulation of Settlement. Counsel for all Parties warrant and
27 represent they are expressly authorized by the Parties whom they represent to negotiate this Stipulation
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1 of Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant
2 to this Stipulation of Settlement to effectuate its terms and to execute any other documents required to
3 effectuate the terms of this Stipulation of Settlement. The Parties and their counsel will cooperate with
4 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are
5 unable to reach agreement on the form or content of any document needed to implement the Settlement,
6 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
7 the Parties may seek the assistance of the Court to resolve such disagreement.

8 99. Signatories. It is agreed that because the members of the Class are so numerous, it is
9 impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The
10 Notice of Class Action Settlement, attached hereto as Exhibit A, will advise all Class Members of the
11 binding nature of the release, and the release shall have the same force and effect as if this Stipulation
12 of Settlement were executed by each Settlement Class Member.

13 100. Binding on Successors and Assigns. This Stipulation of Settlement will be binding upon,
14 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

15 101. California Law Governs. All terms of this Stipulation of Settlement and Exhibits hereto
16 will be governed by, construed, and interpreted according to the laws of the State of California,
17 irrespective of the State of California's choice of law principles.

18 102. Execution and Counterparts. This Stipulation of Settlement is subject only to the
19 execution of all Parties. However, the Agreement may be executed in one or more counterparts. All
20 executed counterparts and each of them, including facsimile and scanned copies of the signature page,
21 will be deemed to be one and the same instrument.

22 103. Acknowledgement that the Settlement is Fair, Reasonable, and Adequate. The Parties
23 believe this Stipulation of Settlement is a fair, adequate, and reasonable settlement of the Action and
24 have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation,
25 taking into account all relevant factors, present and potential. The Parties further acknowledge that they
26 are each represented by competent counsel and that they have had an opportunity to consult with their
27 counsel regarding the fairness and reasonableness of this Agreement. In addition, the Mediator may
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1 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court
2 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement
3 is objectively fair and reasonable.

4 104. Invalidity of Any Provision. Before declaring any provision of this Stipulation of
5 Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
6 possible consistent with applicable precedents so as to define all provisions of this Stipulation of
7 Settlement valid and enforceable.

8 105. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
9 Stipulation of Settlement and, by signing this Stipulation of Settlement, is hereby bound by the terms
10 herein. For good and valuable consideration, Plaintiff further agrees that he will not request to be
11 excluded from this Stipulation of Settlement. Any such Request for Exclusion by Plaintiff will be void
12 and of no force or effect. Plaintiff by virtue of executing this Agreements shall be deemed to have
13 submitted his claim for payment. Plaintiff also agrees to not disparage the Settlement to Class Members
14 or encourage, in any way, Class Members to submit or not to submit a Request for Exclusion. In
15 addition, neither Plaintiff nor Class Counsel will initiate any contact with Class Members about the
16 amount or terms of the Settlement

17 106. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute
18 that has arisen between them and to avoid the burden, expense, and risk of continued litigation. By
19 entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any
20 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
21 or any other applicable laws, regulations, or legal requirements; breached any contract; violated or
22 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
23 conduct with respect to its employees or the Class Members. Neither this Agreement, nor any of its
24 terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or
25 concession by Defendant of any such violations or failures to comply with any applicable law. Except
26 as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and
27 provisions shall not be offered or received as evidence in any action or proceeding to establish any
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1 liability or admission on the part of Defendant or to establish the existence of any condition constituting
2 a violation of, or a non-compliance with, federal, state, local or other applicable law.

3 107. Captions. The captions and section numbers in this Agreement are inserted for the
4 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
5 provisions of this Agreement.

6 108. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
7 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
8 further waiver by such party of the same or any other condition, covenant, right or remedy.

9 109. Meet and Confer Regarding Disputes. Should any dispute arise among the Parties or their
10 respective counsel regarding the implementation or interpretation of this Agreement, a representative of
11 Class Counsel and a representative of Defense Counsel shall meet and confer to resolve such disputes
12 prior to submitting such disputes to the Court.

13 110. Enforcement Actions. Any dispute arising out of or relating to the Agreement, or the
14 subject matter thereof, will be resolved solely and exclusively in the Superior Court, County of Merced,
15 and the Parties hereby consent to the jurisdiction of the Court over them solely in connection therewith.
16 To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court
17 pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h).
18 The Disposition entered by the Court will not adjudicate the merits of the Action or the liability of the
19 Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the
20 Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing
21 jurisdiction over this Action and over all Parties and Class Members to the fullest extent to enforce and
22 effectuate the terms and intent of this Agreement

23 111. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
24 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
25 one party than another merely by virtue of the fact that it may have been prepared by counsel for one of
26 the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all
27 Parties have contributed to the preparation of this Agreement.

112. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on this Stipulation of Settlement.

113. All Terms Subject to Final Court Approval. All amounts and procedures described in this Stipulation of Settlement herein will be subject to final Court approval.

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

To Plaintiff and the Class:

Douglas Han, Esq.
Shunt Tatavos-Garajeh, Esq.
Chancellor D. Nobles, Esq.
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103

To Defendant GOLDEN SPECIALTY FOODS, LLC:

Greg S. Labate, Esq.
Lauren J. Blaes, Esq.
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
650 Town Center Drive, 10th Floor
Costa Mesa, California 92626

115. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Stipulation of Settlement.

116. Final Agreement. This Agreement constitutes the exclusive and final understanding and expression of all agreements between the Parties with respect to the resolution of the Action, and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. Plaintiff, on behalf of himself and on behalf of the Class Members, and Defendant enter into

1 this Agreement based solely upon its terms and not in reliance upon any representations or promises
2 other than those contained in this Agreement.

3 117. Binding Agreement. The Parties warrant that they understand and have full authority to
4 enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding
5 on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce
6 its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under
7 federal or state law.

8 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
9 Stipulation of Settlement and Release Between Plaintiff and Defendant as of the date(s) set forth below:

10 **NAMED PLAINTIFF AND CLASS COUNSEL**

11 **READ CAREFULLY BEFORE SIGNING**

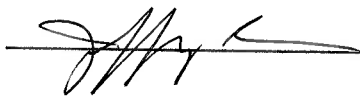
12 DATED: 03/14/2022

13 

14 ALFREDO SALAS
15 Named Plaintiff

16 DEFENDANT GOLDEN SPECIALTY FOODS, LLC

17 DATED: 3/17/22

18 By: 

19
20
21 **APPROVED AS TO FORM**

22 JUSTICE LAW CORPORATION

23
24
25 DATED: 3/14/22

26 By: 

27 DOUGLAS HAN
28 SHUNT TATAVOS-GARAJEH
CHANCELLOR D. NOBLES
Attorneys for Plaintiff Alfredo Salas and the Class

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

DATED: March 17, 2022

By:



GREG S. LABATE

LAUREN J. BLAES

Attorneys for Defendant Golden Specialty Foods, LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Alfredo Salas v. Golden Specialty Foods, LLC
Merced County Superior Court Case No. 22CV-00103
(Complaint Filed January 7, 2022)

You are not being sued. This notice affects your rights. Please read it carefully

To: All individuals who are or previously were employed by Defendant in the State of California, whether employed directly by Defendant or through a staffing/temporary agency, and classified as non-exempt at any time during the period from June 14, 2017, to March 12, 2022 (“Class,” “Class Member(s)”)

You are receiving this Notice of Class Action Settlement because you have been identified as a person who worked or currently works as a non-exempt employee of Golden Specialty Foods, LLC (“Defendant”) within the State of California, whether employed directly by Defendant or through a staffing/temporary agency at any time during the period from June 14, 2017, to March 12, 2022 (“Class Period”).

On _____, 2022, the Honorable Brian McCabe of the Superior Court of the State of California for the County of Merced granted preliminary approval of this Class Action Settlement and ordered the litigants to notify all Class Members of the settlement. You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore may be entitled to a payment from the settlement.

To participate in the settlement and to receive your payment, you must mail a Claim Form to the Claims Administrator by not later than _____, 2022. If you fail to postmark or fax a Claim Form by _____, 2022, you will not receive a payment from the settlement, but you will be bound by its terms. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on _____, 2022 in Department 8 of the Merced County Superior Court located at 627 West 21st Street, Merced, California 95340. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

On February 9, 2022, Plaintiff Alfredo Salas (“Plaintiff”) filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Merced against Defendant Golden Specialty Foods, LLC (“Defendant”). Plaintiff’s lawsuit asserted violation of: (1) violation of California Labor Code §§ section 510 and 1198 (unpaid overtime); (2) violation of California Labor §§ 226.7 and 512(a) (unpaid meal period premiums); (3) violation of California Labor Code § 226.7 (unpaid rest period premiums); (4) violation of California Labor Code §§ 1194 and 1197 (unpaid minimum wages); (5) violation of California Labor Code §§ 201 and 202 (final wages not timely paid); (6) violation of California Labor Code § 204 (Wage Not Timely Paid During Employment); (7) violation of California Labor Code § 226(a) (non-compliant wage statements); (8) violation of California Labor Code §§ 2800 and 2802; (9) violation of California Labor Code §§ 2698, *et seq.*, (Private Attorneys General Act of 2004); and (10) violation of California Business & Professions Code § 17200, *et seq.* The Parties were able to reach settlement utilizing the services of the mediator Eve Wagner.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the Class, Justice Law Corporation (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Defendant has denied and continues to deny the factual and legal allegations in Plaintiff’s case and believes that the claims

have no merit. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Instead, Defendant has agreed to settle the case solely for economic efficiency.

Summary of Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class and PAGA claims in exchange for the Maximum Settlement Amount of up to \$450,000. This amount is inclusive of: (1) Individual Settlement Payments to all Class Members who submit timely and valid Claim Forms for participation in the Class Action Settlement (“Claimants”); (2) Class Representative Enhancement Payment in the amount of \$10,000 to Plaintiff; (3) Claims Administration Costs currently estimated at \$10,000; (4) Up to \$171,000 in attorneys’ fees and up to \$18,000 in litigation costs and expenses to Class Counsel; (5) \$10,000 in PAGA Payment (civil penalties) to be divided seventy-five percent (75%) to the California Labor and Workforce Development Agency (“LWDA”) and twenty-five percent (25%) to PAGA Aggrieved Employees.

After deducting the Class Representative Enhancement Payments, Claims Administration Costs, the PAGA Payment, and Attorneys’ Fees and Costs, a total of approximately \$231,000 will be available to Claimants (“Net Settlement Amount”).

All Claim Forms must be signed and completed in their entirety to be considered valid. The amount of settlement payment each Class Member receives will be based on the number of Workweeks each Class Member worked during the relevant Class Period. “Workweeks” means the number of weeks of employment worked for Defendant (whether employed directly or through a staffing/temporary agency) as a non-exempt employee in California at any time during the Class Period.

If the total Individual Settlement Payments to the Claimants would equal less than fifty percent (50%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount.

IRS Forms W-2 and 1099 will be distributed to Claimants and the appropriate taxing authorities reflecting the payments they receive under the settlement. Claimants should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, twenty-five percent (25%) of each Class Member’s Individual Settlement Payment will be treated as wages and seventy-five percent (75%) as penalties and interest.

PAGA Aggrieved Employees and PAGA Payment

Under the terms of the Settlement, \$10,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Pursuant to PAGA, \$7,500 will be sent to the LWDA. Pursuant to PAGA, \$2,500 will be distributed, pro rata, to PAGA Aggrieved Employees based on the number weeks they worked during the period from September 12, 2020 to March 12, 2022 (“PAGA Period”).

You are a “PAGA Aggrieved Employee” eligible to share the PAGA Payment under the settlement if you are or previously were employed by Defendant in the State of California, whether employed directly by Defendant or through a staffing/temporary agency, and classified as a non-exempt employee at any time during the PAGA Period.

The Claims Administrator will calculate the total number of Workweeks worked by each individual PAGA Aggrieved Employee to determine the total number of Workweeks worked by all PAGA Aggrieved Employees (“Total PAGA Workweeks”) between September 12, 2020 and March 12, 2022. The Claims Administrator will use the following formula to determine each PAGA Aggrieved Employee’s estimated PAGA Payment:

Questions? Contact the Settlement Claims Administrator toll free at 1-*-***-******

Estimated individual PAGA Payment = (\$2,500 ÷ Total PAGA Workweeks) x individual Workweeks for each individual PAGA Aggrieved Employee. The portion of the PAGA Payment paid to PAGA Aggrieved Employees shall be designated as one hundred percent (100%) penalties, for which an IRS Form 1099 will issue.

Based on your total number of pay periods within the PAGA Period, your portion of the PAGA Payment is \$____. You are responsible for paying any federal, state, or local taxes owed because of this individual PAGA Payment.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court gives Final Approval. Even if you exclude yourself from the class action portion of the settlement, you will still be paid your portion of the civil penalties described above. Under the terms of the Settlement, PAGA Aggrieved Employees stipulate and agree that even if any PAGA Aggrieved Employee is considered or determined to be an “aggrieved employee” for purposes of PAGA, said PAGA Aggrieved Employee waives any potential right to any penalty prescribed by PAGA relating to the Released Claims (defined herein), notwithstanding the LWDA’s right, if any, to its portion of any related penalties.

If you were not an hourly-paid or non-exempt employee of Defendant within the PAGA Period of September 12, 2020 and March 12, 2022, you are not a PAGA Aggrieved Employee, and this Section does not apply to you.

Your Options Under the Settlement

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

Option 1 – Submit a Claim Form to Be Eligible for Payment

If you want to receive money from the settlement, you **must** complete and sign the enclosed Claim Form (see prepaid return envelope). You need to complete the Claim Form and promptly mail it or fax it to the Claims Administrator postmarked no later than _____, 2022.

Option 2 –Exclude Yourself From the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Claims Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written Request for Exclusion must: (a) be signed by you; (b) set forth your name, address, telephone number, and last four digits of your Social Security Number; (c) clearly state the name of this case, the case number, and that the Class Member does not wish to be included in the Settlement; (d) be returned by mail to the Claims Administrator at the specified address and/or facsimile number; and (e) be postmarked on or before the Response Deadline. Sign, date, and mail the Request for Exclusion by First Class U.S. Mail, or equivalent, to the address below.

Claims Administrator
c/o _____

The written request to be excluded must be postmarked not later than _____, 2022. If you submit a Request for Exclusion which is not postmarked by _____, 2022, your Request for Exclusion will be rejected, and you will be

Questions? Contact the Settlement Claims Administrator toll free at 1-*-***-******

included in the settlement class.

Option 3 – File an Objection with the Court

If you wish to object to the settlement because you find it unfair or unreasonable, you may file with the Court an objection stating why you object to the settlement. For the objection to be valid, it must include: (a) your full name, signature, address, and telephone number; (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) a clear reference to the title of this case and case number; and (d) copies of any papers, briefs, or other documents upon which the objection is based. Further, if you intend to appear at the Final Approval Hearing, either in person or through counsel, you must include notice of that fact and state the purpose for your appearance in your objection. The objection must be filed with the Court and served on the attorneys listed below:

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Chancellor D. Nobles, Esq.
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Class Counsel

Greg S. Labate
Lauren J. Blaes
**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**
650 Town Center Drive, 10th Floor
Costa Mesa, California 92626
Telephone: (714) 513-5100
Counsel for Golden Specialty Foods, LLC

All objections must be filed with the Court not later than _____, 2022. Late objections will not be considered. By filing an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described in Option 2 above. Please note that you cannot both object to the settlement and exclude yourself.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m. in the Merced County Superior Court and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

Option 4 – Do Nothing

You may also do nothing in response to this notice. If you choose to do nothing, and if the Court grants final approval of the settlement, you will be deemed to have released the Released Claims (defined herein) even though you will not receive money from the settlement. If you do not want to be deemed to have released the Released Claims, you must exclude yourself from the settlement by following Option 2.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. If you choose **Option 4**, you will receive nothing. In addition, under both **Options 1 and 4** (or **3** if the Court approved the Settlement), you will be deemed to have fully and finally released, waived, and discharged Golden Specialty Foods, LLC, and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of its respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them (the “Released Parties”) from any and all Released Claims, as defined herein.

The “Released Claims” include, all claims based on the factual or legal theories that were alleged in the

Questions? Contact the Settlement Claims Administrator toll free at 1-*-***-******

operative Complaint filed by Plaintiff and in Plaintiff's letter to the Labor Workforce & Development Agency ("LWDA"), or reasonably could have been alleged based on the facts, legal theories, Labor Code sections, and primary rights at issue in the Complaint or letters to the LWDA, including the: failure to pay wages, failure to pay overtime and double-time wages; failure to pay minimum wages; failure to provide and record meal periods and provide meal period premium payments; failure to provide rest periods and provide rest period premium payments; failure to provide and maintain compliant wage statements; failure to timely pay wages during employment; failure to timely pay wages upon termination; failure to reimburse necessary business expenses; rounding; off-the-clock work; calculation of the regular rate of pay; failure to maintain payroll records; violations of the unfair competition law, and any other claims or penalties under the wage and hour laws pleaded in the Action, including but not limited to all claims arising under California Labor Code Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 205.5, 210, 218.5, 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698 et seq. and 2699 et seq., as well as any and all claims under California Business and Professions Code Section 17200, *et seq.* The period of the Release shall extend to the limits of the Class Period. The *res judicata* effect of the Judgment will be the same as that of the Release.

If you choose **Option 2**, you will no longer be a Class Member and will: (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims; (2) be barred from filing an objection to the settlement; and (3) not receive a payment from the settlement.

If you choose **Option 3**, you will still be entitled to the money from the settlement, but only if you complete your Claim Form and postmark it by _____, 2022. Otherwise, if the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Claims Administrator at the telephone number listed below, toll free. Please refer to the Golden Specialty Foods, LLC class action settlement.

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the Settlement Agreements, and other papers filed in the case. Copies of these documents may be obtained at the Merced County Superior Court Office of the Clerk located at 627 West 21st Street, Merced, California 95340.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE ABOUT THIS NOTICE.

Questions? Contact the Settlement Claims Administrator toll free at 1-*-***-******

EXHIBIT B

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

Alfredo Salas v. Golden Specialty Foods, LLC
Merced County Superior Court Case No. 22CV-00103

MAIL OR FAX TO:
c/o Claims Administrator

[Address]
Fax: (***) ***-****

Your Claim Form must be completed and received by fax or postmarked on or before [redacted], or it will be rejected.

You are responsible for maintaining a copy of the fully completed Claim Form and proof of fax or mailing. If you move, please inform the Claims Administrator of your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

||||| Claim #

[redacted] First Name, Last Name

c/o

[redacted] Address1 Address2

[redacted] City, State, Zip, Country

Name/Address Changes (if any):

()
Area Code

Home Telephone Number

()
Area Code

Alternate Telephone Number

Calculation of Individual Settlement Payments: Each Claimant's share of the settlement is based upon the number of Workweeks he or she worked for Defendant during the period of June 14, 2017, to March 12, 2022 ("Class Period").

According to records maintained by Golden Specialty Foods, LLC ("Defendant"), you worked for Defendant as a non-exempt employee in California, whether employed directly or through a staffing/temporary agency during the period of June 14, 2017, to March 12, 2022. In particular, the available records indicate that you worked for a total of [NUMBER] Workweeks during the Class Period. "Workweeks" means the number of weeks of employment worked for Defendant as a non-exempt employee in California at any time during the Class Period. Based on the preceding information, your estimated Individual Settlement Payment is [AMOUNT]. Your final actual share may vary depending on the number of Workweeks represented by the Claimants who are participating in this settlement.

If you disagree with the numbers stated above, please explain why you believe the records described above are mistaken, and attach all supporting documentation:

If you dispute the numbers stated above, the records described above will control unless you are able to provide documentation with this Claim Form that establishes otherwise. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. If there is a

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the Claims Administrator will evaluate the evidence and make a recommendation to the Parties as to which figures should be applied. If the Parties disagree with the Claim's Administrator's recommendation, the dispute will be presented to the Court for determination. Such a determination will be final and binding with no opportunity for further appeal.

Your signature below constitutes a full and final release, waiver, and discharge of Golden Specialty Foods, LLC, and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of its respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them (the "Released Parties") from any and all Released Claims, as defined herein.

The "Released Claims" include, all claims based on the factual or legal theories that were alleged in the operative Complaint filed by Plaintiff and in Plaintiff's letter to the Labor Workforce & Development Agency ("LWDA"), or reasonably could have been alleged based on the facts, legal theories, Labor Code sections, and primary rights at issue in the Complaint or letters to the LWDA, including the: failure to pay wages, failure to pay overtime and double-time wages; failure to pay minimum wages; failure to provide and record meal periods and provide meal period premium payments; failure to provide rest periods and provide rest period premium payments; failure to provide and maintain compliant wage statements; failure to timely pay wages during employment; failure to timely pay wages upon termination; failure to reimburse necessary business expenses; rounding; off-the-clock work; calculation of the regular rate of pay; failure to maintain payroll records; violations of the unfair competition law, and any other claims or penalties under the wage and hour laws pleaded in the Action, including but not limited to all claims arising under California Labor Code Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 205.5, 210, 218.5, 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698 et seq. and 2699 et seq., as well as any and all claims under California Business and Professions Code Section 17200, *et seq.*

In order to achieve a full and complete release, Defendant, Plaintiff and the Class Members acknowledge that this release is intended to include in its effect all Released Claims described above. The period covered by the Released Claims extends from June 14, 2017, to March 12, 2022.

By signing below, you acknowledge that, if you submit erroneous information in connection with this claim, your claim may be denied in whole or in part.

I declare under penalty of perjury under the laws of the State of California that the information supplied herein by the undersigned is true and correct and that this Claim Form was executed on

_____, 2022 in _____, _____
Date City State

CLAIM FORM
Return This Form To Receive Your Individual Settlement Payment

Sign your name here

Print your name here

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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On March 21, 2022, I served the foregoing document described as

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

for the following case: **Salas v. Golden Specialty Foods, LLC**
LWDA/Court Case No.: **LWDA Case No.: CM-824868-21**
Court Case No.: 22CV-00393
Merced County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 21, 2022, at Pasadena, California.



Mariah Anderson