

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Annabel Blanchard (SBN 258135)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

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

Plaintiffs,

v.

RELISH LABS LLC, D/B/A HOME CHEF,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CIVSB2113821

Honorable David Cohn
Department S26

CLASS ACTION

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declarations of
Proposed Class Representatives (Chris Ward,
Jose Pereda, and Tawney Milligan); and
[Proposed] Order filed concurrently herewith]

Date: December 23, 2022
Time: 10:00 a.m.
Department: S26

Complaint Filed: May 13, 2021
FAC Filed: August 26, 2022
Trial Date: None Set

DECLARATION OF ANNABEL BLANCHARD

I, Annabel Blanchard, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Chris Ward, Jose Pereda, and Tawny Milligan (“Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiffs in connection with the resolution of the above-captioned action (the “Ward Action”), the action entitled *Jose Pereda v. Relish Labs LLC, d/b/a Home Chef*, San Bernardino Case No. CIVSB2026010 (the “Pereda Action”), and the action entitled *Tawny Milligan v. Relish Labs LLC, d/b/a Home Chef*, San Bernardino Case No. CIVSB2116459 (the “Milligan Action”) (collectively, the “Actions”). Additional attorney and non-attorney staff have also worked on the Actions.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for*

Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, he was employed by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex cases involving toxic torts and products liability. In addition, he gained substantial experience on cases involving insurance bad faith, premises liability, and medical negligence. While employed by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for deposition or trial. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements.

1 Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by
2 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
3 1,000 class action or representative action cases.

4 4. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He
5 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
6 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
7 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
8 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
9 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
10 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
11 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
12 of the State of California and all United States District Courts in the State of California. He has
13 worked on many wage-and-hour class action and representative action cases, taking the lead in
14 taking and defending depositions, arguing motions, and attending mediations. He has played an
15 integral role in preparing matters for class certification, including and not limited to, successful
16 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
17 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
18 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
19 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
20 representative cases have resulted in settlements that have been granted court approval, including
21 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
22 class action or representative action cases which have resulted in settlement.

23 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
24 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
25 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
26 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
27 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
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1 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
2 Court. She has taken and defended dozens of depositions and successfully handled motion practice
3 in class action cases regarding discovery (including and not limited to, regarding class contact
4 information), class certification (both contested class certification and stipulated class
5 certification), arbitration agreements, coordination, intervention. She has successfully handled
6 briefing and oral argument on appeal, and obtained notable decisions regarding the Private
7 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
8 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),
9 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). She also
10 has extensive experience with class action and/or representative action settlements. Under her,
11 Edwin Aiwarzian, and Arby Aiwarzian's supervision, the firm has handled the class certification
12 and court approval process for hundreds of class action and/or representative action matters that
13 have successfully resolved. She is a member of the California Employment Lawyers Association.

14 6. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree
15 from University of California at Berkeley in 2001, and I earned my Juris Doctor degree from
16 Southwestern University School of Law in 2008. I was admitted to practice law in California in
17 2008. I am admitted to practice before all courts of the State of California and the Northern and
18 Central federal district courts in the State of California. I have worked on many wage and hour
19 class action and PAGA representative matters, and my work has included, *inter alia*, researching
20 and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing
21 stipulations and settlement agreements, engaging in motion practice, claims evaluation and
22 analysis, and making court appearances. Prior to working at Lawyers for Justice, PC, I worked
23 for over a decade providing estate planning and other legal services to the special needs
24 community, including, *inter alia*, representing clients at mediations with school districts and
25 California Regional Centers.

26 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
27 **REPRESENTATIVE ACTION CASES**
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7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

1 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA representative action against a national wholesale distributor of
3 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
4 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
5 representative action settlement. The Sacramento County Superior Court Case Number is 34-
6 2012-00136285.

7 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
8 wage-and-hour class action against a multinational corporation that provides global workplace
9 solutions, involving allegations of misclassification of the “Operations Manager” position. On
10 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
11 County Superior Court Case Number is BC478769.

12 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
13 wage-and-hour class and PAGA representative action against a national retailer of household
14 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
15 final approval of the class and PAGA representative action settlement. The San Francisco County
16 Superior Court Case Number is CGC-13-532344.

17 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
18 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
19 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
20 motion for class certification. On October 20, 2017, the court granted final approval of the class
21 and PAGA representative action settlement. The Los Angeles County Superior Court Case
22 Number is BC474784.

23 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a national retailer of upscale
25 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
26 granted final approval of the class and PAGA representative action settlement. The Los Angeles
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County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the “Department Manager” position. On August 12, 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

m) LFJ represented the plaintiff in a PAGA representative action against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-exempt employees. On November 18, 2016, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the

1 employer's motion to compel arbitration, which resulted in a published opinion by the California
2 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
3 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
4 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
5 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

6 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a consumer packaging company, on
8 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
9 and PAGA representative action settlement. The Los Angeles County Superior Court Case
10 Number is BC590429.

11 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a manufacturer of food service
13 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
14 approval of the class and PAGA representative action settlement. The Orange County Superior
15 Court Case Number is 30-2015-00810013-CU-OE-CXC.

16 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-and-
17 hour class and PAGA representative action against a lumber and hardware company on behalf of
18 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
19 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
20 00747750-CU-OE-CXC.

21 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
22 representative action against a property management company, on behalf of non-exempt
23 employees. On June 14, 2017, the court granted final approval of the class and PAGA
24 representative action settlement. The Los Angeles County Superior Court Case Number is
25 BC586234.

26 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
27 representative action against a food company on behalf of non-exempt employees. On June 30,
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1 2017, the court granted final approval of the class and PAGA representative action settlement. The
2 Sacramento County Superior Court Case Number is 34-2015-00175871.

3 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
4 representative action against a chocolate company on behalf of non-exempt employees. On July
5 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
6 The Alameda County Superior Court Case Number is RG15764300.

7 w) Our firm represented the plaintiff in a PAGA representative action, against
8 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
9 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
10 Los Angeles County Superior Court Case Number is BC569664.

11 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
12 representative action against a manufacturer of plastic containers on behalf of non-exempt
13 employees. On October 31, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC577233.

16 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
18 employees. On December 11, 2017, the court granted final approval of the class and PAGA
19 representative action settlement. The Los Angeles County Superior Court Case Number is
20 BC569646.

21 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a property management company
23 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
24 approval of the class and PAGA representative action settlement. The Los Angeles County
25 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
26 Number is 4819.

1 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a global provider of flexible office
3 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC498401.

6 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
7 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
8 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
9 County Superior Court Case Number is VCU264528.

10 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a behavioral health service provider on behalf of non-exempt
12 employees. On November 13, 2018, the court granted final approval of the class and PAGA
13 representative action settlement. The Alameda County Superior Court Case Number is
14 RG16811450.

15 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
16 PAGA representative action against a global provider of products and services to the energy
17 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
18 granted approval of the PAGA representative action settlement. The Kern County Superior Court
19 Case Number is S-1500-CV-280215-SDC.

20 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
21 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
22 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
23 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
24 Council Coordination Proceeding Number is 4886.

25 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
26 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
27 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
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1 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
2 Judicial Council Coordination Proceeding Number is 4921.

3 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a national retailer of apparel and
5 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
6 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
7 court granted final approval of the class and PAGA representative action settlement. The
8 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

9 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
10 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
11 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
12 notable decision from the California Supreme Court clarifying the law and finding, in part, that
13 employer arbitration agreements are unenforceable where they block a PAGA claim from
14 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
15 granted approval of the PAGA representative action settlement. The San Diego County Superior
16 Court Case Number is 34-2015-00175330.

17 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
18 wage-and-hour class and PAGA representative action against a medical equipment supplier on
19 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
20 for class certification and certified a class. The San Bernardino County Superior Court Case
21 Number is CIVDS1505744.

22 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class and PAGA representative action against a large national drug testing
24 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
25 plaintiff's motion for class certification and certified a class. The San Diego County Superior
26 Court Case Number is 37-2018-00019611-CU-OE-CTL.

1 kk) LfJ, in association with co-counsel therein, represents the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
3 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
4 court granted in part the plaintiff's motion for class certification and certified a class. The
5 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
6 Judicial Council Coordination Proceeding Number is 4930.

7 ll) LfJ, in association with co-counsel therein, represents the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a plastic packaging company on
9 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
10 for class certification and certified a class. On November 8, 2021, the court granted approval of
11 the partial settlement of the action. The San Bernardino County Superior Court Case Number is
12 CIVDS1507361.

13 mm) LfJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class action against manufacturer and supplier of power products and services on
15 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
16 for class certification and certified a class. The San Diego County Superior Court Case Number is
17 37-2015-00025968-CU-OE-CTL.

18 nn) LfJ represents the plaintiff in a wage-and-hour class action against a
19 nutritional products manufacturer on behalf of non-exempt production line employees. On
20 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
21 certified a class. The Solano County Superior Court Case Number is FCS051001.

22 oo) LfJ represents the plaintiff in a wage-and-hour class action against an iconic
23 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
24 the court granted the plaintiff's motion for class certification in part and certified a class. The San
25 Francisco Superior Court Case Number is CGC-16-550794.

26 **BASIC INFORMATION ABOUT THE ACTIONS AND REACHING THE**
27 **SETTLEMENT**

1 8. Marked and attached hereto as “**EXHIBIT 1**” is the Class Action and PAGA
2 Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”)
3 entered into by and between Plaintiffs, on the one hand, and Defendant Relish Labs LLC
4 (“Defendant”), on the other hand (collectively, the “Parties”). The Parties and their counsel have
5 approved the proposed Notice of Settlement of Class Action (“Class Notice”), which is attached
6 to the Settlement Agreement as “Exhibit A,” the Notice of Eligible Work Weeks, which is attached
7 to the Settlement Agreement as “Exhibit B,” the Request for Exclusion Form, which is attached
8 to the Settlement Agreement as “Exhibit C,” (together, the “Notice Packet”) and respectfully
9 request that the Court approve these as well.

10 9. Based on information provided by Defendant, as of December 7, 2022, the Class
11 was estimated to consist of approximately 3,550 individuals, who worked approximately 107,650
12 Work Weeks, and the PAGA Group was estimated to consist of approximately 3,100 individuals
13 who worked approximately 80,100 PAGA Work Weeks.

14 10. The effectiveness of Lawyers for Justice, PC (“Plaintiff’s Counsel” or “Class
15 Counsel”) in prosecuting the Actions has translated into tangible monetary benefits in the
16 following respects: (1) Class Members and the State of California recover over a reasonably short
17 period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a
18 guaranteed result that compares favorably with other complex wage and hour class and/or
19 representative action settlements of similar type given the strengths and weaknesses of the case;
20 and (3) significant savings in attorneys’ fees and/or costs that would have only increased
21 significantly had the Actions progressed through certification, trial, and/or appeals.

22 11. Class Counsel has litigated the Actions for over two years and was actively preparing
23 the Actions for class certification and trial. The Parties have engaged in extensive settlement
24 negotiations and participated in a formal, full-day mediation, and a second, supplemental
25 mediation session, both conducted by the Honorable Edward A. Infante (Ret.), a well-respected
26 mediator experienced in mediating complex labor and employment matters. Prior to and during
27 the mediation and settlement discussions, the Parties exchanged extensive information and
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engaged in discussions regarding their evaluations of the Actions and various aspects of the case, including but not limited to, arbitration agreements with class and representative action waivers signed by approximately half of the individuals employed by Defendant as non-exempt employees in California during the relevant time period, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, representative PAGA actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiffs and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations, formal and informal discovery and exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the Actions are well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Plaintiffs' and Settlement Class Members' Released Claims, and of the PAGA Group Members' and State of California's PAGA Released Claims with respect to employment of Plaintiffs and the PAGA Group Members.

12. The Parties used the pre-mediation time to investigate the veracity, strength, and scope of the claims, and Class Counsel was preparing the action for class certification and trial. Prior to engaging in each of the mediations, Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendant, Plaintiffs, and other sources. On April 5, 2021, Defendant propounded its Request for Production of Documents (Set One) on Plaintiff Pereda. Thereafter, on May 10, 2021, Plaintiff Pereda responded to Defendant's discovery request. The volume of data and documents that Class

1 Counsel reviewed and analyzed included and was not limited to: employment records of each of
2 the named Plaintiffs, company policy acknowledgements (including, but not limited to, receipt of
3 employee handbook, receipt of time hire pamphlet, acknowledgment of receipt of revised time and
4 attendance policy, Labor Code section 2810.5 notice to employee, notice of employment
5 responsibilities, and paid sick leave and worker's compensation acknowledgment of receipt),
6 internal memoranda, forms (including, but not limited to, time off request form, time clock missed
7 punch form, biometric time clock employee consent form, corrective action form, employee
8 payroll change form, financial statement wage garnishment enforcement of judgment form, and
9 early out form), procedures, and policies, among other information and documents. Class Counsel
10 interviewed Plaintiffs and other Class Members to gather facts and to identify potential witnesses.
11 Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues
12 relating to the pleadings, discovery, and the production of documents and data prior to the
13 mediations. Class Counsel also drafted pleadings and the mediation brief and prepared for and
14 attended court proceedings, two mediations, and settlement negotiations, among other tasks.

15 13. Counsel for the Parties have also invested time researching and investigating the
16 applicable law, which is constantly evolving as it relates to certification, representative PAGA
17 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
18 Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as facts discovered.
19 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
20 reasonable.

21 14. The Settlement provides for a Gross Settlement Amount of One Million Four
22 Hundred Fifty Thousand Dollars (\$1,450,000.00). The Net Settlement Fund is the Gross
23 Settlement Amount less the following amounts subject to approval by the Court: the Fee and
24 Expense Award to Class Counsel, Service Payments to each of the Plaintiffs, Settlement
25 Administration Costs to the Settlement Administrator, and the PAGA Settlement Amount.
26 Assuming that the amounts allocated under the Settlement toward these payments are awarded by
27 the Court, the Net Settlement Fund that will be available for distribution to Settlement Class
28

Members is currently estimated to be Seven Hundred Eighteen Thousand Dollars (\$718,000.00). Additionally, 25% of the PAGA Settlement Amount, which is \$37,500.00 out of \$150,000.00, will be distributed to the PAGA Group Members. The Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

15. The Parties have agreed to retain Phoenix Class Action Administration Solutions (“Phoenix” or “Settlement Administrator”) to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Phoenix to handle these procedures and serve as the Settlement Administrator. Defendant will provide the Settlement Administrator with a list of Class Members that Defendant will compile from its records, which will include each Class Member’s last known full name, last known mailing address, last known telephone number, Social Security number, the individual number of Class Work Weeks during the Class Period, the individual number of Class Work Weeks during the period from May 13, 2017 through November 9, 2021, and the individual number of PAGA Work Weeks during the PAGA Period (if applicable). The Settlement Administrator will calculate each Settlement Class Member’s share of the Class Settlement (“Class Settlement Award”) and each PAGA Group Member’s share of the PAGA Settlement Amount (“PAGA Settlement Award”). The Settlement Administrator will also receive any Requests for Exclusion, Objections, and/or disputes regarding Class Work Weeks; provide necessary reports and declarations; calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit informational and other tax filings and documents; issue and transmit all payments provided for by the Settlement, including and not limited to, mailing individual Class Settlement Awards to Settlement Class Members and individual PAGA Settlement Awards to PAGA Group Members; and perform any other usual and customary duties for administering a class action settlement. Settlement Administration Costs are currently estimated not to exceed Twenty-Two Thousand Dollars (\$22,000) and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

16. Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations

1 that Defendant, with respect to Plaintiffs, the Class Members, and the PAGA Group Members,
2 *inter alia*, failed to properly pay overtime and minimum wages, failed to provide compliant meal
3 and rest periods and to pay associated premium pay, failed to timely pay wages during employment
4 and upon termination of employment, failed to provide compliant wage statements, failed to
5 maintain requisite payroll records, failed to reimburse necessary business expenses, failed to
6 provide paid sick leave and vacation pay, failed to pay reporting time pay, failed to provide suitable
7 seating, and thereby engaged in unfair business practices and conduct giving rise to civil penalties
8 recoverable under California Business & Professions Code § 17200, et seq. and violated the
9 Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiffs
10 also asserted that Class Members and PAGA Group Members were expected to perform similar
11 job duties and were subject to the same or similar operations and employment policies, practices,
12 and procedures. Additionally, Plaintiffs asserted that Defendant's recordkeeping practices with
13 respect to Plaintiffs, Class Members, and PAGA Group Members were substantially the same
14 during the time period at issue. As a result of said alleged uniform practices, Plaintiffs claims that
15 Class Members and PAGA Group Members were not paid all of the compensation that was owed
16 to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation
17 would be determined by Defendant's uniform operations and employment practices, policies, and
18 procedures that Plaintiffs allege applied across the board to Defendant's employees in California
19 during the relevant time period.

20 17. Class Counsel is aware of the defenses and position of Defendant but believes that
21 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
22 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
23 and the difficulties and delays inherent in such litigation, including those involved in class
24 certification and/or representative adjudication. Plaintiffs and Class Counsel further recognize the
25 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's
26 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class
27 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
28

mediator, who is experienced and well-regarded in complex labor and employment matters.

18. Defendant, on the other hand, has denied and continues to deny any liability or wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the lawsuit is appropriate for class treatment or representative adjudication for any purpose other than the Settlement. Defendant believes that it would ultimately succeed in defeating the Actions. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiffs' and Class Members' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a large volume of documents and data, including but not limited to a detailed sampling of Class Members' time and pay information, to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses and models. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the class and PAGA claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed that the Actions are well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$507,500.00) and expenses and costs in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

20. The Settlement Agreement provides for payment of up to Seven Thousand Five Hundred Dollars (\$7,500.00) each to Plaintiffs (for a total of \$22,500.00) as Service Payments to

1 be paid out of the Gross Settlement Amount, subject to approval by the Court. Plaintiffs spent
2 considerable time and effort to produce relevant documents and past employment records and to
3 provide the facts and evidence necessary to attempt to prove the allegations, and responding to
4 Defendant's discovery request. Plaintiffs were each available whenever Class Counsel needed
5 Plaintiffs, and actively tried to obtain information that would facilitate the pursuit of the class and
6 PAGA claims. Plaintiffs spent numerous hours speaking with Class Counsel about their claims,
7 describing their work experiences with Defendant, and gathering and reviewing documents.
8 Accordingly, it is appropriate and just for Plaintiffs each to receive a Service Payment, in addition
9 to an individual Class Settlement Award and individual PAGA Settlement Award, for services
10 performed in the Actions on behalf of the Class, PAGA Group Members, and State of California.

11 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
12 in the best interests of Plaintiffs, the Class, and the State of California. Class Counsel further
13 submits that the Settlement is within an acceptable range of recovery for this type of litigation
14 given the strengths and weaknesses of the case, the inherent costs and risks of further litigation,
15 and the costs and risks associated with class certification, representative adjudication, trial, and/or
16 appeals.

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

19 Executed on this 12th day of December 2022, at Glendale, California.

20 

21 Annabel Blanchard
22
23
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27
28

EXHIBIT 1

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE**

2 This Class Action and PAGA Settlement Agreement and Release (“Agreement”) is
3 entered into by and between Jose Pereda (“Pereda”), Chris Ward (“Ward”), and Tawny Milligan
4 (“Milligan”) (collectively, “Plaintiffs”), on the one hand, individually and on behalf of the Class
5 to be certified for settlement purposes only, the PAGA Group, and the State of California, and
6 Relish Labs LLC (“Defendant”), on the other hand, subject to the approval of the Court.
7 Plaintiffs and Defendant collectively are referred to herein as the “Parties.” In consideration of
8 the promises and mutual covenants and agreements herein contained, the Parties hereby covenant
9 and agree as follows:

10 **1. RECITALS**

11 1.1 On November 23, 2020, Pereda filed a Complaint For Enforcement Under The
12 Private Attorneys General Act, California Labor Code § 2698, Et Seq. (the “*Pereda Complaint*”)
13 against Defendant in the Superior Court of the State of California, County of San Bernardino,
14 thereby commencing the action entitled *Jose Pereda v. Relish Labs LLC, d/b/a Home Chef*, Case
15 No. CIV SB 2026010 (the “*Pereda Action*”).

16 1.2 On April 5, 2021, Defendant filed an answer to the *Pereda Complaint*, generally
17 denying all of the allegations contained in it and asserting a number of affirmative defenses.

18 1.3 On May 13, 2021, Ward filed a Class Action Complaint For Damages &
19 Enforcement Under The Private Attorneys General Act, California Labor Code § 2698 Et Seq.
20 (the “*Ward Complaint*”) against Defendant in the Superior Court of the State of California,
21 County of San Bernardino, thereby commencing the action entitled *Chris Ward v. Relish Labs*
22 *LLC, d/b/a Home Chef*, Case No. CIV SB 2113821 (the “*Ward Action*”).

23 1.4 On June 24, 2021, Milligan filed a Class Action Complaint For Damages &
24 Enforcement Under The Private Attorneys General Act, California Labor Code § 2698 Et Seq.
25 (the “*Milligan Complaint*”) against Defendant in the Superior Court of the State of California,
26 County of San Bernardino, thereby commencing the action entitled *Tawny Milligan v. Relish*
27 *Labs LLC, d/b/a Home Chef*, Case No. CIV SB 2116459 (the “*Milligan Action*”).
28

1 1.5 Plaintiffs are all represented by the same lawyers, Lawyers *for* Justice P.C., in their
2 respective actions against Defendant. Defendant is represented by the same lawyers, Morrison &
3 Foerster LLP, in all three actions. The Parties decided to explore the possibility of a private
4 mediation, to see if they could reach a reasonable early settlement before they invested significant
5 time and expense in litigation. Given the substantial overlap between and among with the *Pereda*
6 Action, the *Ward* Action, and the *Milligan* Action (collectively, the “Actions”), the Parties
7 ultimately decided to mediate all three Actions concurrently as part of the same mediation.

8 1.6 Collectively, the Parties engaged in formal and informal discovery and exchange
9 of information and documents. In connection with the anticipated mediation, Defendant provided
10 extensive informal discovery, including, but not limited to, policy documents, job descriptions,
11 putative class members’ redacted time and pay records, average and median annual salary
12 information, employee headcounts relevant to Plaintiffs’ claims, the number of work weeks
13 worked, and the number of meal or rest period premiums paid to putative class members during
14 the relevant period.

15 1.7 In these and other ways, the Parties investigated the facts and analyzed the relevant
16 legal issues with regard to the claims in the Actions and Defendant’s defenses to them. Based on
17 this investigation and analysis, Plaintiffs believe the Actions have merit, while Defendant
18 believes the Actions have no merit.

19 1.8 On November 9, 2021, the Parties participated in a mediation of the Actions before
20 the Honorable Edward A. Infante (Ret.) of JAMS, but the Parties did not reach settlement by the
21 conclusion of the mediation. With Judge Infante’s assistance, the Parties continued to engage in
22 negotiations and discussed, among other considerations, arbitration agreements with class and
23 representative action waivers signed by approximately half of the individuals employed by
24 Defendant as non-exempt employees in California during the relevant time period. These
25 continued negotiations culminated in a resumed mediation on January 10, 2022, at which time the
26 Parties ultimately agreed to resolve the Actions.

27 1.9 The Parties have each considered the uncertainties of continued litigation and the
28 benefits to be obtained under the proposed settlement, and have considered the costs, risks, and

1 delays associated with the continued prosecution of these Actions and the likely appeals of any
2 rulings in favor of any of the Plaintiffs or Defendant.

3 1.10 The Parties, through their counsel, have engaged in arm's-length negotiations
4 concerning a resolution of the Actions, Released Class Claims, and Released PAGA Claims.

5 1.11 It is the Parties' intention and the objective of this Agreement to avoid the costs of
6 further litigation and trial, and to settle and dispose of, fully and completely and forever, the
7 claims released herein and described below.

8 1.12 In light of their agreement to resolve the Actions, the Parties met and conferred
9 about the filing of a first amended complaint in the *Ward* Action, for settlement purposes only,
10 consolidating into the *Ward* Action all three Plaintiffs and all of the claims in the Actions and
11 fleshing out the allegations that have been investigated, litigated, mediated, and resolved, for the
12 sole purpose of implementing the settlement and facilitating the administration of settlement of
13 the Actions.

14 1.13 By leave of the Court, the First Amended Class Action Complaint For Damages &
15 Enforcement Under The Private Attorneys General Act, California Labor Code § 2698 et seq. was
16 filed on August 26, 2022 in the *Ward* Action (the "*Ward* Amended Complaint"). It names Pereda
17 and Milligan as plaintiffs, in addition to Ward, and contains fourteen causes of action alleging
18 (1) unpaid overtime (Lab. Code, §§ 510, 1198), (2) unpaid meal period premiums (Lab. Code,
19 §§ 226.7, 512, subd. (a)), (3) unpaid rest period premiums (Lab. Code, § 226.7), (4) failure to pay
20 wages, including, *inter alia*, minimum wages (Lab. Code, §§ 1194, 1197, 1197.1), (5) final wages
21 not timely paid (Lab. Code, §§ 201, 202), (6) wages not timely paid during employment (Lab.
22 Code, § 204), (7) non-compliant wage statements (Lab. Code, § 226, subd. (a)), (8) failure to keep
23 requisite payroll records (Lab. Code, § 1174, subd. (d)), (9) unreimbursed business expenses
24 (Lab. Code, §§ 2800, 2802), (10) failure to provide paid sick leave and vacation pay and
25 underpayment of sick time (Lab. Code, §§ 201-203, 227.3, 245 et seq., and 2810.5), (11) failure
26 to pay reporting time pay (Lab. Code, § 1198; IWC Wage Order Nos. 1-2001, 3-2001, 4-2001, 5-
27 2001, 7-2001, 8-2001, subd. 5, (12) failure to provide suitable seating (Lab. Code, § 1198; IWC
28 Wage Order Nos. 1-2001, 3-2001, 4-2001, 5-2001, 7-2001, 8-2001, subds. 14(A) and 14(B),

(13) violation of California Business & Professions Code, § 17200, et seq., and (14) violation of California Labor Code § 2698 et seq. (Labor Code Private Attorneys General Act of 2004, “PAGA”).

1.14 Defendant served its answer to the *Ward* Amended Complaint on September 12, 2022, generally denying all of the allegations contained in it and asserting a number of affirmative defenses. Defendant attempted to file the answer on that date as well, but the Court clerk returned the filing because the filing of the *Ward* Amended Complaint had not yet been processed. The Parties agreed that Defendant would re-file the answer upon receiving confirmation from Plaintiffs that the *Ward* Amended Complaint filing was accepted and that, under these circumstances, no default, waiver, or other prejudice to Defendant would result if it was unable to file the answer within the timeframe specified under the California Code of Civil Procedure or the stipulation and order entered in the *Ward* Action on August 9, 2022.

2. DEFINITIONS

As used in this Agreement, the terms set forth in this Section 2 shall have the meanings ascribed to them below.

2.1 **Actions.** “Actions” means the *Pereda* Action, the *Milligan* Action, and the *Ward* Action.

2.2 **Agreement.** “Agreement” means this Class Action and PAGA Agreement and Release, including all Exhibits referred to herein and attached hereto.

2.3 **Allocations.** “Allocations” means the amounts to be paid from the Net Settlement Sum to the Settlement Class Members and from the PAGA Fund to the PAGA Group Members, as provided in Section 4.5 of this Agreement.

2.4 **Class Counsel.** “Class Counsel” means Edwin Aiwasian, Arby Aiwasian, Joanna Ghosh, and Annabel Blanchard of Lawyers *for* Justice P.C.

2.5 **Class Members or Class.** “Class Members” or “Class” means all current and former hourly paid or non-exempt employees who were employed by Defendant in California at any time during the Class Period.

1 2.6 **Class Notice.** “Class Notice” means the Notice of Settlement of Class Action to
2 be mailed to Class Members. The Class Notice shall be substantially in the form of **Exhibit A**
3 hereto.

4 2.7 **Class Period.** “Class Period” means from May 13, 2017 to and including the
5 Preliminary Approval Date.

6 2.8 **Class Settlement.** “Class Settlement” means the settlement and resolution of all
7 Released Class Claims, as defined in Section 2.39, below.

8 2.9 **Class Settlement Award.** “Class Settlement Award” means the amount that the
9 Settlement Administrator determines is owed to a Settlement Class Member pursuant to the Plan
10 of Allocation described in Section 4.5, below.

11 2.10 **Class Work Weeks.** “Class Work Weeks” means the number of weeks during the
12 Class Period that a Class Member was employed by Defendant for at least one day in California
13 as a non-exempt and/or hourly-paid employee. Class Work Weeks shall be calculated by
14 Defendant and included in the Class Information List, by counting every week during the Class
15 Period that a Class Member was included in pay data limited to Defendant’s non-exempt and
16 hourly-paid California employees. Settlement Class Members may dispute the number of Class
17 Work Weeks they worked during the Class Period by completing and returning the Notice of
18 Eligible Work Weeks (Form A) included with the Class Notice, which shall be substantially in
19 the form of **Exhibit B** hereto.

20 2.11 **Complaints.** “Complaints” means the *Pereda* Complaint, the *Milligan* Complaint,
21 the *Ward* Complaint, and the *Ward* Amended Complaint.

22 2.12 **Counsel for Defendant.** “Counsel for Defendant” means Morrison & Foerster
23 LLP.

24 2.13 **Court.** “Court” means the Superior Court of the State of California, County of
25 San Bernardino.

26 2.14 **Defendant.** “Defendant” means Relish Labs LLC.

27 2.15 **Effective Date.** “Effective Date” means either (a) the date sixty (60) days after the
28 entry of the Final Approval Order and Judgment, if no motions for reconsideration and no appeals

1 or other efforts to obtain review have been filed, or (b) in the event that a motion for
2 reconsideration, an appeal or other effort to obtain review of the Final Approval Order and
3 Judgment have been filed, the date sixty (60) days after such reconsideration, appeal or review
4 has been finally concluded and is no longer subject to review, whether by appeal, petition for
5 rehearing, petition for review or otherwise.

6 **2.16 Fee and Expense Award.** “Fee and Expense Award” means such award of
7 attorneys’ fees and costs/expenses as the Court may authorize to be paid to Class Counsel for the
8 services they have rendered in the Actions as contemplated in Section 3.5 of this Agreement.

9 **2.17 Final Approval Hearing.** “Final Approval Hearing” means the hearing at or after
10 which the Court will make a final decision on whether to grant Final Approval of the Settlement
11 as fair, reasonable and adequate, implement the terms of this Agreement, and enter Judgment.
12 The Final Approval Hearing shall be scheduled for a date approximately ninety (90) days after the
13 Preliminary Approval Date.

14 **2.18 Final Approval or Judgment.** “Final Approval” or “Judgment” means the Final
15 Approval Order and Judgment finally certifying the Settlement Class and approving the
16 Settlement and this Agreement, as contemplated in Section 4.7 of this Agreement.

17 **2.19 Gross Settlement Amount.** “Gross Settlement Amount” means the maximum
18 total amount that Defendant shall be required to pay, exclusive of Defendant’s share of
19 Withholdings and Taxes (as defined herein), for any and all purposes under this Agreement. The
20 Gross Settlement Amount shall be One Million Four Hundred Fifty Thousand Dollars
21 (\$1,450,000.00), except to the extent the escalator clause provided in Section 6.5 of this
22 Agreement is triggered, in which case the Gross Settlement Amount shall be increased pursuant
23 to and only to the extent provided in Section 6.5. The following shall be paid from the Gross
24 Settlement Amount pursuant to the Plan of Allocation set forth in Section 4.5, below: (a) Class
25 Settlement Awards, (b) PAGA Settlement Amount, (c) Fee and Expense Award, (d) Service
26 Payments, and (e) Settlement Administration Costs. Under no circumstances shall Defendant pay
27 any sum in excess of the Gross Settlement Amount in connection with the Settlement, except for
28 Defendant’s share of Withholdings and Taxes arising from the Class Settlement Awards.

1 2.20 **Milligan.** “Milligan” means Plaintiff Tawny Milligan.

2 2.21 **Net Settlement Sum.** “Net Settlement Sum” means the Gross Settlement Amount
3 less the following: (a) the Fee and Expense Award, (b) the PAGA Settlement Amount, (c) the
4 Service Payments, and (d) the Settlement Administration Costs.

5 2.22 **Notice Packet.** “Notice Packet” means the Class Notice, the Notice of Eligible
6 Work Weeks (Form A), and Request for Exclusion (Form B), all of which will be mailed to Class
7 Members at the same time.

8 2.23 **Notice of Eligible Work Weeks.** “Notice of Eligible Work Weeks” means the
9 form (Form A) to be included with the Class Notice wherein each Class Member is notified of the
10 Class Work Weeks attributed to him or her, and each Class Member will have the opportunity to
11 dispute the number of Class Work Weeks attributed to him or her.

12 2.24 **Notice Response Deadline.** “Notice Response Deadline” is forth-five (45)
13 calendar days from the date of initial mailing of the Notice Packet, or such other date set by the
14 Court in the Preliminary Approval Order, and is the date by which Requests for Exclusion,
15 Objections, and Notices of Eligible Work Weeks must be submitted in order to be deemed timely.
16 In the event that a Notice Packet is re-mailed to a Class Member, the Notice Response Deadline
17 for that Class Member shall be extended by fifteen (15) calendar days from the date of the
18 original Notice Response Deadline.

19 2.28 **Objection.** “Objection” means a written statement submitted to the Settlement
20 Administrator by a Settlement Class Member objecting to the Settlement. An Objection must be
21 submitted in the manner and form described in Section 4.4, below.

22 2.25 **PAGA Fund.** “PAGA Fund” means 25% of the PAGA Settlement Amount,
23 which is the portion to be paid to PAGA Group Members.

24 2.26 **PAGA Group Members or PAGA Group.** “PAGA Group Members” or “PAGA
25 Group” means Plaintiffs and (1) all current and former hourly-paid or non-exempt employees
26 who were employed by Defendant in California during the PAGA Period and (2) all salaried
27 exempt production supervisors employed by Defendant in California during the PAGA Period.
28

1 2.27 **PAGA Period.** “PAGA Period” means from September 17, 2019 to and including
2 the Preliminary Approval Date.

3 2.28 **PAGA Notices.** “PAGA Notices” means, collectively, the notice filed by Pereda
4 with the LWDA regarding Defendant on or about September 17, 2020; the additional notice filed
5 by Pereda with the LWDA regarding Defendant, on or about May 25, 2022; the notice filed by
6 Ward with the LWDA regarding Defendant on or about March 8, 2021; the additional notice filed
7 by Ward with the LWDA regarding Defendant on or about May 25, 2022; the notice filed by
8 Milligan with the LWDA regarding Defendant on or about April 19, 2021; and the additional
9 notice filed by Milligan with the LWDA regarding Defendant on or about May 25, 2022.

10 2.29 **PAGA Settlement.** “PAGA Settlement” means the settlement and resolution of
11 the Released PAGA Claims as defined in Section 2.40, below.

12 2.30 **PAGA Settlement Amount.** “PAGA Settlement Amount” means One Hundred
13 Fifty Thousand Dollars (\$150,000.00) or such other amount approved by the Court, 75% of which
14 is to be paid to the LWDA and 25% of which is to form the PAGA Fund to be paid to PAGA
15 Group Members as described in Section 4.5, below. The PAGA Settlement Amount is to be paid
16 for resolution of the PAGA claims alleged in the Actions.

17 2.31 **PAGA Settlement Award.** “PAGA Settlement Award” means the amount that
18 the Settlement Administrator determines is owed to a PAGA Group Member pursuant to the Plan
19 of Allocation described in Section 4.5, below.

20 2.32 **PAGA Work Weeks.** “PAGA Work Weeks” means the number of weeks during
21 the PAGA Period that a PAGA Group Member was employed by Defendant for at least one day
22 in California as either (i) an hourly-paid and/or non-exempt employee or (ii) a salaried exempt
23 production supervisor. PAGA Work Weeks shall be calculated by Defendant and included in the
24 Class Information List, by counting every week during the PAGA Period that a PAGA Group
25 Member was (1) included in pay data limited to Defendant’s non-exempt and/or hourly-paid
26 California employees and/or (2) included in headcount reporting for Defendant’s salaried exempt
27 production supervisors.
28

1 2.33 **Parties.** “Parties” means Plaintiffs Milligan, Pereda, and Ward and Defendant
2 Relish Labs LLC (they are referred to individually as a “Party”).

3 2.34 **Pereda.** “Pereda” means Plaintiff Jose Pereda.

4 2.35 **Plaintiffs.** “Plaintiffs” means Pereda, Ward, and Milligan.

5 2.36 **Plan of Allocation.** “Plan of Allocation” means the manner in which the Net
6 Settlement Sum shall be allocated to Settlement Class Members and the PAGA Fund shall be
7 allocated to PAGA Group Members, as specified in Section 4.5, below.

8 2.37 **Preliminary Approval or Preliminary Approval Order.** “Preliminary
9 Approval” or “Preliminary Approval Order” means the order preliminarily approving the
10 Settlement, which shall, among other things, provisionally certify the Settlement Class for
11 purposes of the Settlement only; determine that Plaintiffs adequately represent the Settlement
12 Class and shall be its class representatives; appoint Class Counsel as counsel for the Settlement
13 Class; approve Phoenix Class Action Administration Solutions as the Settlement Administrator;
14 approve the content and distribution of the Class Notice, Notice of Eligible Work Weeks form
15 (Form A), and Request for Exclusion form (Form B) to the Class Members; set the Notice
16 Response Deadline; and set the date for the Final Approval Hearing, all as contemplated in
17 Section 4.1 of this Agreement.

18 2.38 **Preliminary Approval Date.** “Preliminary Approval Date” means the date upon
19 which the Court enters the Preliminary Approval Order.

20 2.39 **Released Class Claims.** “Released Class Claims” means all claims, debts,
21 liabilities, demands, obligations, damages, and actions or causes of action of any kind arising
22 during the Class Period, which were alleged in any of the Complaints or that could have been
23 alleged against any of the Released Parties based on the factual allegations in any of the
24 Complaints including (without limitation) claims under California Labor Code sections 200, 201,
25 202, 203, 204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 245 et seq., 432, 510, 512, 551, 552,
26 558, 1174, 1174.5, 1175, 1182.12, 1192, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802,
27 and 2810.5; IWC Wage Orders, including (without limitation) Wage Order Nos. 1-2001, 3-2001,
28 4-2001, 5-2001, 7-2001, and 8-2001, including (without limitation) section 5 thereof and section

1 14, subdivisions (A) and (B) thereof; California Code of Civil Procedure section 1021.5; and
2 California Business and Professions Code section 17200 et seq. Expressly excluded from the
3 Released Class Claims are claims for wages in Workers' Compensation and Unemployment
4 Insurance benefits cases, and claims for benefits under the Employee Retirement Income Security
5 Act of 1974 (ERISA).

6 **2.40 Released PAGA Claims.** "Released PAGA Claims" means all claims for civil
7 penalties pursuant to PAGA that arose during the PAGA Period, which were alleged in any of the
8 Complaints or any of the PAGA Notices, or that could have been alleged based on the factual
9 allegations in any of the Complaints or any of the PAGA Notices, against any of the Released
10 Parties, for alleged violations of California Labor Code sections 200, 201, 202, 203, 204, 210,
11 218, 218.5, 226, 226.3, 226.7, 227.3, 245 et seq., 432, 510, 512, 551, 552, 558, 1174, 1174.5,
12 1175, 1182.12, 1192, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2810.5, and 2698
13 et seq.; IWC Wage Orders, including (without limitation) Wage Order Nos. 1-2001, 3-2001, 4-
14 2001, 5-2001, 7-2001, 8-2001, including (without limitation) section 5 thereof and section 14,
15 subdivisions (A) and (B) thereof; and IWC Wage Order No. 16-2001, including (without
16 limitation) section 5 thereof and section 12 thereof.

17 **2.41 Released Parties.** "Released Parties" means Relish Labs LLC, its present, former,
18 and future parents (including without limitation The Kroger Co.), subsidiaries, affiliates,
19 divisions, corporations in common control, predecessors, successors, and assigns, and each of
20 their respective present, past and future officers, directors, employees, partners (both general and
21 limited), members, shareholders, agents, attorneys, insurers, and any other successors, assigns,
22 and legal representatives.

23 **2.42 Request for Exclusion.** "Request for Exclusion" means a written request made by
24 a Class Member to the Settlement Administrator seeking to be excluded from the Class
25 Settlement. The Notice Packet will include a Request for Exclusion Form (Form B) that shall be
26 substantially in the form of **Exhibit C** hereto.

27 **2.43 Service Payment.** "Service Payment" means the payment authorized by the Court
28 to each of the Plaintiffs, if any, as contemplated in Section 3.7 of this Agreement.

1 2.44 **Settlement.** “Settlement” means this Agreement and all actions taken pursuant to
2 and in furtherance of this Agreement.

3 2.45 **Settlement Administration Costs.** “Settlement Administration Costs” means the
4 amounts approved by the Court to be paid for the services of the Settlement Administrator to
5 perform the duties of settlement administrator, as specified in Section 4.2.2, below. It is
6 estimated that the Settlement Administration Costs will not exceed \$22,000.00.

7 2.46 **Settlement Administrator.** “Settlement Administrator” means Phoenix Class
8 Action Administration Solutions, or such other administrator as may be approved by the Court,
9 which shall be responsible for administering the Settlement pursuant to the terms of the
10 Agreement, the Class Notice, the Preliminary Approval Order, and the Final Approval Order and
11 Judgment. The Settlement Administrator shall agree to confidentiality terms as may be required
12 by Defendant regarding personnel and payroll data provided to the Settlement Administrator and
13 shall work with Class Counsel and Counsel for Defendant to implement and administer
14 appropriate fraud-prevention policies. The Settlement Administration Costs shall be paid out of
15 the Settlement Fund Amount, subject to Court approval.

16 2.47 **Settlement Class.** “Settlement Class” means Plaintiffs and all Settlement Class
17 Members.

18 2.48 **Settlement Class Member.** “Settlement Class Member” means each Class
19 Member who does not submit a valid and timely Request for Exclusion.

20 2.49 **Settlement Fund.** “Settlement Fund” means the fund established and
21 administered by the Settlement Administrator for the purpose of receiving and disbursing
22 amounts to be paid to Settlement Class Members, PAGA Group Members, the LWDA, Plaintiffs,
23 Class Counsel, and the Settlement Administrator pursuant to this Agreement. The Settlement
24 Fund shall be funded by Defendant following the Effective Date in accordance with
25 Section 4.10.1, below.

26 2.50 **Settlement Fund Amount.** “Settlement Fund Amount” means the total amount
27 that Defendant shall remit to the Settlement Administrator in accordance with Section 4.10.1,
28 below, which shall consist of the following amounts, the aggregate of which shall not exceed the

1 Gross Settlement Amount: (a) the Net Settlement Amount, (b) the Fee and Expense Award,
2 (c) the PAGA Settlement Amount, (d) the Service Payments, and (e) the Settlement
3 Administration Costs.

4 2.51 **Ward.** “Ward” means Plaintiff Chris Ward.

5 2.52 **Withholdings and Taxes.** “Withholdings and Taxes” means all withholdings
6 from the Class Settlement Awards required by law plus all federal, state, and local employment
7 payroll taxes due in regard to the wages portion of Class Settlement Awards, owed by a
8 Settlement Class Member or by Defendant. Defendant shall provide the Settlement Administrator
9 with an amount sufficient to cover Defendant’s share of Withholdings and Taxes arising from the
10 Class Settlement Awards, as computed by the Settlement Administrator in accordance with
11 Section 4.6, below.

12 **3. SETTLEMENT TERMS**

13 3.1 **Amended *Ward* Complaint Withdrawn If Settlement Is Not Effectuated.** The
14 Parties understand and agree that the *Ward* Amended Complaint was filed solely for the purpose
15 of implementing the Settlement and facilitating the administration of settlement of the Actions,
16 and its filing is not and shall not be deemed an agreement to consolidate the claims in the Actions
17 into one action except for the purpose of settlement only, nor an admission as to the propriety of
18 consolidation for any purpose other than settlement nor as to the merits of any of the allegations
19 contained in any of the Complaints, all of which Defendant expressly and generally denies and
20 has asserted various defenses thereto. All rights and defenses that may be asserted with respect to
21 the *Ward* Amended Complaint are expressly reserved, and in the event that the Settlement is not
22 preliminarily or finally approved or is not effectuated for whatever reason, the *Ward* Amended
23 Complaint shall be withdrawn and shall no longer have any force or effect, and the Parties will be
24 returned to their status quo ante positions, meaning without limitation that the *Ward* Complaint
25 will once again become the operative complaint in the *Ward* Action.

26 3.2 **Certification of the Settlement Class.** For purposes of settlement and the
27 proceedings contemplated by this Agreement only, the Settlement Class shall be provisionally
28 certified, in the *Ward* Action only, and consist of Plaintiffs and all Class Members.

1 **3.3 Decertification of the Settlement Class if Settlement Not Approved.** Defendant
2 does not consent to certification of the Settlement Class or any settlement class for any purpose
3 other than to effectuate the settlement of the Actions. If, for any reason, the Settlement does not
4 become final, any certification of the Settlement Class or any settlement class in the Actions will
5 be vacated and the Parties will be returned to their positions with respect to the Actions as if this
6 Agreement had not been entered into. In the event that Final Approval is not achieved: (a) any
7 Court order preliminarily approving the certification of any class contemplated by this Agreement
8 shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity;
9 and (b) the fact of the Settlement reflected in this Agreement, that Defendant did not oppose the
10 certification of the Settlement Class under this Agreement, or that the Court preliminarily
11 approved the certification of the Settlement Class, shall not be used or cited thereafter by any
12 person or entity in any manner whatsoever, including without limitation any contested proceeding
13 relating to the certification of any class. In the event the Court declines to approve the terms and
14 conditions of this Agreement without requiring the Parties to make substantial and material
15 modifications, Defendant and Plaintiffs reserve the right to declare this Agreement null and void,
16 in its or their sole discretion, within fourteen (14) days thereafter; *provided, however*, the Party
17 exercising this right must do so in writing provided to counsel for the non-exercising Party, and
18 the Party exercising the right shall be solely responsible for the Settlement Administrator's
19 expenses incurred through the date of that Party's exercise, not to exceed the amount approved by
20 the Court in the Preliminary Approval Order.

21 **3.4 Settlement Payment by Defendant.** In full settlement of the Released Class
22 Claims and Released PAGA Claims, as provided herein, and following the Effective Date,
23 Defendant shall deliver the Settlement Fund Amount to the Settlement Administrator for
24 establishment of the Settlement Fund, in accordance with Section 4.10.1, below. Concurrently
25 with its delivery of the Settlement Fund Amount, Defendant shall also deliver to the Settlement
26 Administrator its share of the Withholdings and Taxes, as calculated by the Settlement
27 Administrator based on the wage portion of the Class Settlement Awards.
28

1 **3.5 Attorneys' Fees and Expenses.** Defendant agrees not to oppose Plaintiffs'
2 application for attorneys' fees in an amount up to 35% of the Gross Settlement Amount (i.e., the
3 amount up to \$507,500.00 if the Gross Settlement Amount remains at \$1,450,000) and
4 reimbursement of litigation costs and expenses in an amount not to exceed \$30,000.00 subject to
5 the Court's approval. Plaintiffs agree not to petition the Court for an award of attorneys' fees or
6 reimbursement of litigation costs and expenses in excess of these amounts, and in no event shall
7 Defendant be liable for any attorneys' fees or costs in excess of these amounts. The Fee and
8 Expense Award shall represent payment for all claims for Class Counsel's attorneys' fees and
9 litigation costs and expenses, past and future, incurred in the Actions. The Fee and Expense
10 Award shall be paid from the Settlement Fund Amount, and Defendant shall not otherwise be
11 required to pay for any portion of Plaintiffs' or the Class Members' attorneys' fees, costs, or
12 expenses. The Fee and Expense Award shall be paid to Class Counsel following the Effective
13 Date, in accordance with Section 4.10.2, below. An award by the Court of attorneys' fees or
14 costs that is less than the amounts applied for will not be grounds for Plaintiffs or Class Counsel
15 to challenge or withdraw from the Settlement, and any amounts not awarded in costs or fees will
16 be included in the Net Settlement Sum.

17 **3.6 PAGA Settlement Amount.** Plaintiffs shall seek approval from the Court for a
18 total payment of \$150,000.00 for resolution of the PAGA claims alleged in the Actions. 75% of
19 the PAGA Settlement Amount (equating to \$112,500.00) shall be paid to the LWDA, and 25% of
20 the PAGA Settlement Amount (equating to \$37,500.00) shall form the PAGA Fund to be paid to
21 PAGA Group Members in accordance with the Plan of Allocation set forth in Section 4.5, below.

22 **3.7 Service Payments.** Defendant agrees not to oppose Plaintiffs' application for
23 Service Payments of up to \$7,500.00 each per Plaintiff (for a total of \$22,500.00), which shall be
24 for Plaintiffs' efforts as class and PAGA representatives in furtherance of litigation and resolving
25 the Actions, and in consideration of Plaintiffs' general release of claims set forth in Section 5.5,
26 below. Each Service Payment shall be reported by the Settlement Administrator on IRS
27 Form 1099-MISC as non-wage income and provided by it to the Plaintiff receiving the Service
28 Payment as well as applicable governmental authorities. The Service Payments are separate from

1 and in addition to any Class Settlement Awards and PAGA Settlement Awards to be paid to
2 Plaintiffs as Settlement Class Members and PAGA Group Members hereunder.

3 **3.8 Interim Stay of Proceedings.** The Parties agree to the entry of a formal stay of all
4 proceedings in all of the Actions, including with respect to California Code of Civil Procedure
5 section 583.310, except such proceedings as may be necessary to implement and complete the
6 Settlement, pending the Final Approval Hearing to be conducted by the Court.

7 **4. CLASS SETTLEMENT PROCEDURES**

8 **4.1 Preliminary Approval.** As soon as practicable, Plaintiffs shall move for
9 Preliminary Approval of the Settlement, in the *Ward* Action only. Plaintiffs' motion shall request
10 the Court to:

11 4.1.1 Preliminarily approve this Agreement as fair, reasonable, and adequate;

12 4.1.2 Preliminarily approve the form, manner and content of the Class Notice
13 described in Section 4.2 and attached as **Exhibit A**, the form, manner and content of the Notice of
14 Eligible Work Weeks (Form A) described in Section 2.23 and attached as **Exhibit B**, and the
15 form, manner and content of the Request for Exclusion Form (Form B) described in Section 2.42
16 and attached as **Exhibit C**;

17 4.1.3 Set deadlines for the Settlement Administrator to provide the Class Notice,
18 and for Class Members to opt out of the Class Settlement or object to the Class Settlement;

19 4.1.4 Set the date and time for the Final Approval Hearing;

20 4.1.5 Provisionally certify the Settlement Class;

21 4.1.6 Stay all proceedings in the *Ward* Action, as well as the *Pereda* Action and
22 the *Milligan* Action, until Final Approval;

23 4.1.7 Appoint Plaintiffs as class representatives for the Settlement Class for
24 settlement purposes only;

25 4.1.8 Appoint Class Counsel as class counsel for settlement purposes only; and

26 4.1.9 Approve Phoenix Class Action Administration Solutions as the Settlement
27 Administrator.

1 The Preliminary Approval Order shall be substantially the same as the proposed order
2 attached as **Exhibit E**. Class Counsel shall draft the preliminary approval papers and give
3 Counsel for Defendant a draft of the papers to review at least three (3) calendar days before they
4 are filed.

5 4.2 **Class Notice.** Subject to Court approval, the Parties agree that as soon as
6 practicable after entry of the Preliminary Approval Order, the Settlement Administrator shall
7 provide notice to the Settlement Class pursuant to the following procedures:

8 4.2.1 **Information Regarding Class Members.** Within fifteen (15) business
9 days following entry of the Preliminary Approval Order, Defendant will provide the Settlement
10 Administrator the following information with respect to each Class Member: (i) last known full
11 name, (ii) last known mailing address, (iii) last known telephone number, (iv) Social Security
12 number, (v) individual number of Class Work Weeks during the Class Period (vi) individual
13 number of Class Work Weeks during the period from May 13, 2017 through November 9, 2021,
14 and (vii) individual number of PAGA Work Weeks during the PAGA Period (if applicable)
15 (together, this information is the “Class Information List”). The information Defendant provides
16 to the Settlement Administrator, along with any updated contact information identified by the
17 Settlement Administrator as set forth in Sections 4.2.2 and 4.2.3, below, shall be used solely to
18 administer the Class Notice and Plan of Allocation process described herein, shall remain
19 confidential, and shall not be disclosed to anyone, except pursuant to the express written
20 authorization of Defendant or the individual in question, by order of the Court, or to the extent
21 necessary to fulfill the Settlement Administrator’s reporting obligations hereunder. Nevertheless,
22 the Settlement Administrator may share redacted information (i.e., redacting social security
23 numbers and mailing addresses) regarding submissions or requests by Class Members, PAGA
24 Group Members, or those claiming to be Class Members and PAGA Group Members, with Class
25 Counsel.

26 4.2.2 **Settlement Administrator’s Duties.** The Settlement Administrator’s
27 duties shall include, without limitation: (i) printing and mailing to the Class Members the Notice
28 Packet (containing the Class Notice, the Notice of Eligible Work Weeks form (Form A), and the

1 Request for Exclusion form (Form B)) as directed by the Court; (ii) taking all steps reasonably
2 necessary to ensure Class Members timely receive the Notice Packet; (iii) resolving any disputes
3 by Settlement Class Members about the number of Class Work Weeks attributed to them;
4 (iv) taking receipt of and safeguarding the Settlement Fund Amount; (v) calculating and
5 distributing Class Settlement Awards, PAGA Settlement Awards, the portion of the PAGA
6 Settlement Amount payable to the LWDA, the Service Payments, and the Fee and Expense
7 Award, provided such amounts are approved by the Court; (vi) calculating and remitting all
8 Withholdings and Taxes; (vii) issuing IRS Forms W-2 and 1099-MISC, as applicable; and
9 (viii) filing such other reports with the taxing authorities as required by law, together with such
10 other tasks as the Parties may mutually agree or the Court may order the Settlement Administrator
11 to perform. The Settlement Administrator shall take all reasonable steps to ensure that (a) the
12 highest percentage of Class Members receive the Notice Packet and (b) it has the most current
13 and accurate addresses for Class Members, including, but not limited to performing an initial
14 National Change of Address database search on all Class Members. The Settlement
15 Administrator shall also provide toll-free telephone support to Class Members and make a copy
16 of this Agreement, the Preliminary Approval Order, and the Final Approval Order and Judgment
17 available on a portion of its website; maintain appropriate databases to fulfill its duties; receive,
18 control, and account for all returned Notice Packets and submissions received for Notices of
19 Eligible Work Weeks containing disputes, Requests for Exclusion, and Objections; calculate the
20 Settlement Class Members' and PAGA Group Members' payments; and prepare and deliver
21 reports to Class Counsel and Counsel for Defendant on a weekly basis that communicate the
22 status of the notice process, including the number of Notice Packets mailed, returned, searched,
23 and re-mailed as well as Notices of Eligible Work Weeks containing disputes, Requests for
24 Exclusion, and Objections that it has received. In addition to the duties identified above, the
25 Settlement Administrator shall prepare final declarations, reports, and invoices that accurately
26 describe the notice process, the level of participation, and actions taken to ensure the best possible
27 notice of the Settlement was provided to Class Members. Prior to the Final Approval Hearing,
28

1 the Settlement Administrator shall provide Class Counsel with a declaration that attaches all
2 Objections that it receives, as one or more exhibits, for filing with the Court.

3 **4.2.3 Mailing of Notice Packet to Class Members.** No later than ten (10)
4 business days following receipt of the information to be provided under Section 4.2.1, above, the
5 Settlement Administrator shall mail the Notice Packet to all Class Members. The Settlement
6 Administrator shall send a copy of the Class Notice, the Notice of Eligible Work Weeks form
7 (Form A), and the Request for Exclusion form (Form B) in the respective formats approved by
8 the Court in its Preliminary Approval Order to Class Members, via first class United States mail,
9 using the most current mailing address. Any Notice Packets returned to the Settlement
10 Administrator within thirty (30) calendar days of the initial mailing of the Notice Packet, with a
11 forwarding address, shall be immediately re-mailed by the Settlement Administrator. The
12 Settlement Administrator shall conduct one skip trace address search for any Class Member's
13 Notice Packet that is returned to the Settlement Administrator within thirty (30) calendar days of
14 the initial mailing of the Notice Packet without a forwarding address and shall, upon obtaining a
15 new or different address, immediately re-mail the Class Member's Notice Packet. Plaintiffs,
16 Defendant, and their respective counsel each agree that, other than as provided in this Agreement,
17 they will not distribute or make available any documents, notices, or information regarding this
18 Action or the Settlement to any Class Member, unless a specific request is first made by the Class
19 Member.

20 **4.3 Requests for Exclusion/Opt Outs.** Class Members who wish to be excluded
21 from or opt out of the Class Settlement must submit a written, signed Request for Exclusion to the
22 Settlement Administrator, within the Notice Response Deadline.

23 **4.3.1 Contents of Request.** The Request for Exclusion must contain (i) a
24 reference to the name and case number of the *Ward* Action (*Chris Ward v. Relish Labs LLC*,
25 San Bernardino Superior Court Case No. CIV SB 2113821); (ii) the full name, signature, address,
26 telephone number and last four digits of the Social Security number of the person requesting to be
27 excluded from the Class Settlement; (iii) the words "Request for Exclusion" at the top of the
28 document; and (iv) the statement: "I wish to be excluded from the Settlement of this case."

1 4.3.2 **Request for Exclusion Form.** The Notice Packet will include a Request
2 for Exclusion Form (Form B) that shall be substantially in the form of **Exhibit C**, attached hereto.

3 4.3.3 **Personal Signatures.** The Request for Exclusion must be personally
4 signed by the Class Member who seeks to opt out of the Class Settlement. No Class Member
5 may opt out by having a request to opt out submitted by an actual or purported agent or attorney
6 acting on behalf of the Class Member, unless such request to opt out includes the Class Member's
7 personal signature. No opt out request may be made on behalf of a group of Class Members.

8 4.3.4 **Timeliness.** For purposes of determining timeliness, Requests for
9 Exclusion shall be deemed to have been submitted on the date postmarked by the U.S. Postal
10 Service or other delivery service. The Settlement Administrator shall stamp the date received on
11 the original of any Request for Exclusion it receives. Not later than fifteen (15) days after the
12 Notice Response Deadline set by the Court, the Settlement Administrator will inform Class
13 Counsel and Counsel for Defendant of the total number of Settlement Class Members who timely
14 submitted valid Requests for Exclusion. Not later than ten (10) business days before the date set
15 for the Final Approval Hearing, the Settlement Administrator shall serve copies of all date-
16 stamped Requests for Exclusion on Class Counsel and Counsel for Defendant as well as a
17 declaration describing the Class Notice procedures and listing the names of the individual who
18 submitted valid and timely Requests for Exclusion. The Settlement Administrator shall retain the
19 originals of all Requests for Exclusion in its files. Counsel for the Parties shall not use or disclose
20 the information thus received for any purpose other than the effectuation of the Settlement.

21 4.3.5 **Non-Opt Outs Bound to Class Settlement.** Each Class Member who
22 does not submit a Request for Exclusion substantially in compliance with this Section 4.3 within
23 the deadline set by the Court is a Settlement Class Member and shall be bound by the Class
24 Settlement and any Court order approving the terms of the Class Settlement.

25 4.3.6 **Resolution of Disputes.** In the event of any issue over the completeness,
26 accuracy, timeliness, or validity of a Request for Exclusion, the Parties shall meet and confer in
27 good faith for the purpose of resolving the issue and, if the issue cannot be resolved, shall submit
28

1 the dispute to the Settlement Administrator for a final and binding determination that shall not be
2 appealable.

3 **4.3.7 Defendant's Right to Rescind.** If more than ten percent (10%) of the
4 Class Members opt out of the Class Settlement, then Defendant shall have the option, in its sole
5 discretion, to rescind this Agreement, in which case all of Defendant's obligations under this
6 Agreement shall cease to be of any force or effect, and this Agreement shall be null and void. If
7 Defendant exercises this option, it shall provide Class Counsel with written notice of its election
8 within thirty (30) days of the Notice Response Deadline set by the Court, with a copy to the
9 Settlement Administrator, at which point the Parties shall return to their respective positions that
10 existed before the execution of this Agreement, and no term of this Agreement or any draft
11 thereof, or the negotiation, documentation or other part or aspect of the Parties' settlement
12 discussions, shall have any effect or be admissible as evidence for any purpose in the Actions, or
13 in any other proceeding. Notwithstanding the foregoing, the Parties agree that in the event this
14 Agreement is rescinded by Defendant pursuant to this Section 4.3.7, Defendant shall pay the
15 expenses incurred by the Settlement Administrator through the date of Defendant's election to
16 rescind, not to exceed the amount approved by the Court in the Preliminary Approval Order.

17 **4.3.8 No Right to Exclusion by PAGA Group Members.** Because the
18 Settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as a proxy
19 and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties
20 agree that no PAGA Group Member has the right to exclude himself or herself from the PAGA
21 Settlement. PAGA Group Members shall be bound by the terms of the PAGA Settlement, upon
22 its approval by the Court, regardless of whether he or she requested exclusion from the Class
23 Settlement, and thus is not a Settlement Class Member, and regardless of whether he or she
24 cashes the PAGA Settlement Award issued to him or her.

25 **4.4 Objections.** Only Settlement Class Members (i.e., those Class Members who
26 have not excluded themselves from the Class Settlement) may object to the Class Settlement.

27 **4.4.1 Manner of Objecting.** Settlement Class Members who wish to object to
28 the Class Settlement must submit to the Settlement Administrator a signed, written statement

1 objecting to the Settlement (“Objection”). An Objection must contain: (i) a reference to the name
2 and case number of the *Ward* Action (*Chris Ward v. Relish Labs LLC*, San Bernardino Superior
3 Court Case No. CIV SB 2113821); (ii) the full name, signature, address, telephone number and
4 last four digits of the Social Security number of the objecting Settlement Class Member; (iii) a
5 written statement of the grounds for objecting to the Class Settlement; and (iv) a written statement
6 of whether the Settlement Class Member intends to appear at the Final Approval Hearing and
7 whether he or she is represented by counsel. Written Objections must be submitted to the
8 Settlement Administrator, by U.S. mail, postmarked no later than the Notice Response Deadline.
9 Settlement Class Members may, but are not required to, appear at the Final Approval Hearing.
10 Settlement Class Members also have the option to orally present their objections to the Class
11 Settlement to the Court at the Final Approval Hearing, irrespective of whether or not they have
12 submitted a written Objection.

13 **4.4.2 No Right to Objections by PAGA Group Members.** Because the
14 Settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as a proxy
15 and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties
16 agree that no PAGA Group Member has the right to object to the PAGA Settlement, regardless of
17 whether or not he or she has objected to the Class Settlement as a Settlement Class Member.

18 **4.5 Plan of Allocation: Calculation of All Settlement Awards.** The Settlement
19 Administrator shall be responsible for the Allocations of the Net Settlement Sum to Settlement
20 Class Members and of the PAGA Fund to PAGA Group Members and, thereby, for determining
21 the Class Settlement Awards and the PAGA Settlement Awards, all to be paid on a pro rata basis
22 as follows:

23 **4.5.1** Before computing the amounts of any Class Settlement Awards to be paid
24 to Settlement Class Members, the Settlement Administrator shall determine the amount of the Net
25 Settlement Sum.

26 **4.5.2** The Class Settlement Award for each Settlement Class Member shall be
27 the Settlement Class Member’s pro-rata share of the Net Settlement Sum, calculated as follows:
28 The Settlement Administrator shall calculate the total number of Class Work Weeks worked by

1 all Settlement Class Members during the Class Period by adding together all the Class Work
2 Weeks provided by Defendant for each Settlement Class Member. The Settlement Administrator
3 shall then divide the Net Settlement Sum by the total Class Work Weeks for all Settlement Class
4 Members, resulting in a per Class Work Week value. The Settlement Administrator shall then
5 take the per Class Work Week value and multiply it by the number of individual Class Work
6 Weeks worked by each Settlement Class Member to yield his or her Class Settlement Award.

7 4.5.3 The Settlement Administrator shall pay Class Settlement Awards from the
8 Net Settlement Sum and shall pay only those Class Settlement Awards payable to Settlement
9 Class Members. It is anticipated that the Settlement Class Members will be a subset of the Class
10 Members because some number of Class Members may opt out of the Class Settlement.

11 4.5.4 The PAGA Settlement Award for each PAGA Group Member shall be the
12 PAGA Group Member's pro-rata share of the PAGA Fund, calculated as follows: The Settlement
13 Administrator shall calculate the total number of PAGA Work Weeks worked by all PAGA
14 Group Members during the PAGA Period by adding together all the PAGA Work Weeks
15 provided by Defendant for each PAGA Group Member. The Settlement Administrator shall then
16 divide the PAGA Fund by the total PAGA Group Member Work Weeks, resulting in a per PAGA
17 Work Week value. The Settlement Administrator shall then take the per PAGA Work Week
18 value and multiply it by the individual number of PAGA Work Weeks worked by each PAGA
19 Group Member to yield his or her PAGA Settlement Award.

20 4.5.5 At its discretion, the Settlement Administrator may combine the Class
21 Settlement Award (if any) and PAGA Settlement Award (if any) to be issued to an individual
22 who is both a Settlement Class Member and PAGA Group Member, into a single check. At the
23 time of distributing a PAGA Settlement Award to anyone who is a PAGA Group Member but not
24 a Settlement Class Member, the Settlement Administrator shall enclose a cover letter in the form
25 of **Exhibit D** advising the recipient of the payment that the payment is in connection with the
26 PAGA Settlement memorialized in this Agreement. The Parties understand and acknowledge that
27 a given person may be both a Settlement Class Member and a PAGA Group Member, may be a
28 Settlement Class Member but not a PAGA Group Member (to the extent such person did not

1 work during the PAGA Period), or may be a PAGA Group Member but not a Settlement Class
2 Member. The Settlement Administrator shall deduct each Settlement Class Member's share of
3 the Withholdings and Taxes from his or her Class Settlement Award and shall pay him or her
4 only the net amount thereof.

5 4.5.6 In order to determine the individual Class Settlement Awards and PAGA
6 Settlement Awards, the Settlement Administrator shall use the information provided by
7 Defendant pursuant to Section 4.2.1, above. In the event that any dispute arises with respect to a
8 Settlement Award amount, the Settlement Administrator shall make the final determination after
9 consultation with Class Counsel and Counsel for Defendant.

10 4.6 **Taxes.**

11 4.6.1 **Withholdings and Taxes.** The Parties agree that, for purposes of this
12 Settlement, Class Settlement Awards shall be allocated one third (1/3) to wages subject to
13 Withholdings and Taxes and two thirds (2/3) to interest, penalties, and non-wage damages. The
14 entirety of each PAGA Settlement Award shall be allocated as penalties.

15 4.6.2 **Tax Reporting.** When reporting Class Settlement Awards and PAGA
16 Settlement Awards for tax purposes, the amount of each Class Settlement Award allocated to
17 wages under Section 4.6.1 shall be reported by the Settlement Administrator on IRS Form W-2 as
18 wages, and the remainder of any Class Settlement Award, together with any PAGA Settlement
19 Award, shall be reported by the Settlement Administrator on IRS Form 1099-MISC as interest,
20 penalties, and non-wage damages.

21 4.6.3 **Employees' Tax Obligations.** Each Settlement Class Member and PAGA
22 Group Member shall be responsible for paying his or her share of applicable federal, state, and
23 local income taxes on all amounts such person receives pursuant to this Agreement.

24 4.6.4 **Settlement Administrator Responsibilities Regarding Taxes.** It shall be
25 the responsibility of the Settlement Administrator or its designee to timely and properly withhold
26 all applicable Withholdings and Taxes from Class Settlement Award amounts and to prepare and
27 deliver the necessary tax documentation for signature by all necessary parties and, thereafter, to
28 pay Withholdings and Taxes to the appropriate authorities, and to file all necessary information

1 and other tax returns. Payments to Settlement Class Members, PAGA Group Members,
2 Plaintiffs, and Class Counsel pursuant to this Agreement shall be reported on IRS Forms W-2 or
3 1099-MISC as applicable, and shall be provided to the respective Settlement Class Members,
4 PAGA Group Members, Plaintiffs, Class Counsel, and all applicable governmental entities as
5 required by law. All Withholdings and Taxes deposited with the applicable governmental entities
6 in accordance with this Agreement, other than Defendant's share of Withholdings and Taxes
7 arising from the Class Settlement Awards, shall be part of, and paid out of, the Class Settlement
8 Award to each Settlement Class Member.

9 **4.6.5 Tax Expenses Resulting from Settlement Administration.** All
10 reasonable and direct expenses and costs incurred by or at the direction of the Settlement
11 Administrator in connection with the administration of the Settlement (including, without
12 limitation, expenses of tax attorneys and/or accountants incurred in providing advice to the
13 Settlement Administrator, and mailing and distribution costs and expenses relating to the filing, or
14 failure to file, the informational and other tax returns described above) shall be considered a cost
15 of administration of the Settlement and shall be part of the Settlement Administration Costs, to be
16 paid out of the Settlement Fund Amount.

17 **4.6.6 No Claims.** No person shall have any claim against Defendant, Counsel
18 for Defendant, Plaintiffs, the Class Members, Class Counsel, or the Settlement Administrator
19 based on mailings, distributions, and payments made in accordance with or pursuant to this
20 Agreement.

21 **4.7 Final Approval and Entry of Judgment in the *Ward* Action.** Following the
22 Notice Response Deadline and before the Final Approval Hearing, on or before the date set by the
23 Court, Plaintiffs shall move for Final Approval of the Settlement, in the *Ward* Action. The Final
24 Approval Order and Judgment shall be substantially the same as the proposed order attached as
25 **Exhibit F.** Class Counsel shall draft the final approval papers and give Counsel for Defendant a
26 draft of the papers to review at least three (3) calendar days before they are filed.

27 **4.8 Dismissal with Prejudice of the *Pereda* Action and the *Milligan* Action.**
28 Within five (5) court days of the date of Final Approval of the Settlement, Pereda shall take the

1 steps necessary to secure the dismissal of the *Pereda* Action in its entirety, with prejudice, and
2 Milligan shall take the steps necessary to secure the dismissal of the *Milligan* Action in its
3 entirety, with prejudice.

4 **4.9 Calculation of Settlement Fund Amount.** Within twenty (20) business days
5 from the date of Final Approval of the Settlement, the Settlement Administrator shall calculate
6 and advise Counsel for Defendant of the Settlement Fund Amount as set forth in Section 2.50 of
7 this Agreement, and the amount of Defendant's share of Withholdings and Taxes as set forth in
8 Section 2.52 of this Agreement.

9 **4.10 Distribution of Settlement Payments to Settlement Class Members and PAGA**
10 **Group Members.** After the Effective Date, the Class Settlement Awards shall be distributed to
11 Settlement Class Members and PAGA Settlement Awards shall be distributed to PAGA Group
12 Members in accordance with the procedures set forth below:

13 **4.10.1 Remittance of Settlement Fund Amount.** Within fifteen (15) business
14 days from the Effective Date, Defendant will remit the Settlement Fund Amount to the Settlement
15 Administrator for the establishment of the Settlement Fund. At the same time, Defendant will
16 also remit Defendant's share of Withholdings and Taxes arising from the Class Settlement
17 Awards.

18 **4.10.2 Delivery of Payments.** Within ten (10) business days from Defendant's
19 remittance to the Settlement Administrator of the Settlement Fund Amount, the Settlement
20 Administrator shall establish the Settlement Fund and distribute (a) the Class Settlement Award
21 checks to Settlement Class Members and the PAGA Settlement Award checks to PAGA Group
22 Members, (b) the portion of the PAGA Settlement Amount payable to the LWDA, (c) the Service
23 Payments to Plaintiffs, (d) the Withholdings and Taxes arising from the Class Settlement Awards
24 to the appropriate government entities, (d) the Fee and Expense Award to Class Counsel, and
25 (e) the Settlement Administration Costs to itself. Also within ten (10) business days from
26 Defendant's remittance of the Settlement Fund Amount and Defendant's share of Withholdings
27 and Taxes arising from the Class Settlement Awards, the Settlement Administrator shall provide
28 Class Counsel and Counsel for Defendant a written report listing each Settlement Class Member

1 and PAGA Group Member, the amount to be paid to each such person, and the amount of
2 Withholdings and Taxes for each such payment. Class Counsel shall hold the information
3 contained in this report in strictest confidence and not use or disclose it for any purpose, except
4 on the written authorization of counsel for Defendant or by order of the Court. No payments shall
5 be made or distributed unless and until the orders and Final Approval Order and Judgment
6 described in this Agreement are final (meaning that the right to appeal or otherwise seek review
7 of such orders or the Judgment has expired) and on the condition that no appeals from the orders
8 and the Final Approval Order and Judgment have been filed. Additionally, by no later than the
9 date set by the Court in its Final Approval Order and Judgment, the Settlement Administrator
10 shall file a report with the Court setting forth (1) the total amount of money paid to the Settlement
11 Class Members and PAGA Group Members, (2) the portion of the PAGA Settlement Amount
12 paid to the LWDA, (3) the Service Payments paid to Plaintiffs, and (4) the Fee and Expense
13 Award paid to Class Counsel.

14 **4.10.3 Negotiation of Settlement Checks.** Any checks tendered to Settlement
15 Class Members or PAGA Group Members shall remain valid and negotiable for one hundred
16 eighty (180) days from the date of their issuance and shall thereafter be automatically cancelled if
17 not cashed, deposited, or otherwise negotiated by the Settlement Class Member or PAGA Group
18 Member within that time, although the individual shall remain a Settlement Class Member and/or
19 PAGA Group Member bound by the Judgment entered in the *Ward* Action. After 180 days, any
20 amounts from cancelled checks shall be transmitted to the Legal Aid Society of San Bernardino,
21 in accordance with Code of Civil Procedure section 384.

22 **4.10.4 Deferral of Attorneys' Fees.** With respect to the Fee and Expense Award
23 to Class Counsel, Defendant agrees not to oppose a request by Class Counsel to the Settlement
24 Administrator to have the Fee and Expense Award directed to an annuity utilizing United States
25 Treasury bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional
26 expenses incurred by the Settlement Administrator in connection therewith shall be paid
27 separately by Class Counsel and shall not be included within the Settlement Administration
28 Costs. Defendant and Counsel for Defendant express no opinion about the propriety of anything

1 referenced in this Section 4.10.4, and neither Defendant nor Counsel for Defendant shall be liable
2 for any expenses or anything else associated therewith.

3 **4.10.5 Discharge of Obligations.** Defendant shall fully discharge its obligations
4 to Plaintiffs, the Settlement Class Members, the PAGA Group Members, and the State of
5 California through the remittance of the Settlement Fund Amount to the Settlement Administrator
6 as set forth in Section 4.10.1, above, regardless of whether checks representing Class Settlement
7 Awards and/or PAGA Settlement Awards are actually received and/or negotiated by the payee.
8 Once Defendant has complied with its obligation set forth in Section 4.10.1, above, it will be
9 deemed to have satisfied all terms and conditions under this Agreement, shall be entitled to all
10 protections afforded to it under this Agreement, and shall have no further obligations under the
11 terms of this Agreement, regardless of what occurs with respect to the further administration of
12 the Settlement. Without prejudice to any other remedies, the Settlement Administrator shall hold
13 Defendant harmless from and against all liabilities, claims, causes of action, costs, and expenses
14 (including legal fees and expenses) arising out of any failure to timely or properly compensate
15 Class Members and PAGA Group Members as provided for in this Agreement.

16 **4.11 Questions and Disputes.** In the event that questions or disputes arise regarding
17 the entitlement of any Class Member or PAGA Group Member under this Agreement, counsel for
18 each Party shall cooperate to provide to counsel for the other Party and the Settlement
19 Administrator all available information reasonably necessary to resolve them. Such information
20 shall be provided in either electronic form or hard copy, as the Settlement Administrator may
21 reasonably request. If the Parties cannot resolve any dispute concerning the entitlement of any
22 Class Member or PAGA Group Member under this Agreement, the dispute(s) shall be submitted
23 to the Court who shall resolve the dispute(s) and whose decision shall be final and binding. In
24 such a dispute, the information provided by Defendant will be presumed accurate.

25 **4.12 Notification and Certification by Settlement Administrator.** The Settlement
26 Administrator shall keep Counsel for Defendant and Class Counsel apprised of the status of the
27 settlement administration process and its distribution of all sums pursuant to this Agreement.
28

1 Upon completion of administration of the Settlement, the Settlement Administrator shall provide
2 a detailed, written certification of such completion to the Court and counsel for the Parties.

3 **4.13 Nullification of Settlement Agreement if Settlement Not Approved.** In the
4 event: (a) the Court does not preliminarily approve the Settlement in the *Ward* Action as
5 provided herein; (b) the Court does not finally approve the Settlement in the *Ward* Action as
6 provided herein; (c) the Court does not enter the Final Approval Order and Judgment in the *Ward*
7 Action as provided herein; (d) the Court does not dismiss the *Milligan* Action and the *Pereda*
8 Action as provided herein; or (e) the Settlement does not become final for any other reason,
9 including the exercise of Defendant's right to rescind the Settlement under Section 4.3.7, above,
10 this Agreement shall be null and void *ab initio* (with the exception of this Section, Section 3.1,
11 Section 3.3, and Section 4.3.7) and any order or Final Approval Order and Judgment entered by
12 the Court in furtherance of the Settlement shall be treated as withdrawn or vacated by stipulation
13 of the Parties. In such case, the Parties shall be returned to their respective statuses as of
14 January 10, 2022. In the event an appeal is filed from the Final Approval Order and Judgment, or
15 any other appellate review is sought before the Effective Date, administration of the Settlement
16 shall be stayed pending final resolution of the appeal or other appellate review.

17 **5. ENTRY OF JUDGMENT AND RELEASES**

18 **5.1 Obtaining Approval.** As soon as practicable after execution of this Agreement,
19 Class Counsel shall, with the cooperation of Counsel for Defendant as reasonably requested by
20 Class Counsel, take all necessary steps to secure Preliminary Approval and Final Approval of this
21 Agreement by the Court.

22 **5.2 Entry of Judgment.** The Final Approval Order and Judgment in the *Ward* Action
23 shall include a provision for entry of judgment in accordance with this Agreement, with each
24 Party to bear all of his or its own costs and attorneys' fees, except as expressly set forth herein.

25 **5.3 The Settlement Class Release.** Upon the Effective Date and full funding of the
26 Settlement Fund, all Settlement Class Members shall be deemed to have, and by operation of the
27 Final Approval Order and Judgment shall have, expressly released, waived, and relinquished the
28 Released Class Claims. Settlement Class Members shall not sue or otherwise make a claim

1 against any of the Released Parties for any of the Released Class Claims and shall be barred from
2 filing any actions, claims, complaints, or proceedings regarding the Released Class Claims with
3 the California Division of Labor Standards Enforcement, or from initiating any other proceedings
4 against the Released Parties regarding the Released Class Claims. Settlement Class Members'
5 release, waiver, and relinquishment of the Released Class Claims shall preclude them from
6 participating in any judgment or settlement of any of the Released Class Claims in any other
7 class, collective, or representative action.

8 **5.4 The PAGA Group Release.** Upon the Effective Date and full funding of the
9 Settlement Fund, all PAGA Group Members and the State of California shall be deemed to have,
10 and by operation of the Final Approval Order and Judgment shall have, expressed released,
11 waived, and relinquished the Released PAGA Claims. PAGA Group Members shall be barred
12 from bringing, joining, or otherwise participating in a PAGA representative action or otherwise
13 making, joining, or otherwise participating in a claim against any of the Released Parties for any
14 of the Released PAGA Claims, and the State of California shall also be barred from pursuing
15 recovery of any civil penalties from any of the Released Parties for any of the Released PAGA
16 Claims.

17 **5.5 Plaintiffs' General Release.** Upon the Effective Date and full funding of the
18 Settlement Fund, Pereda, Ward, and Milligan, and each of his or her successors, assigns, heirs,
19 personal representatives, and all those who claim through him or her or who assert claims on his
20 or her behalf, shall each be deemed to have, and by operation of the Final Approval Order and
21 Judgment shall have, expressly released, waived, and relinquished any and all claims, demands,
22 rights, liabilities, and causes of action he or she has or has ever had against any of the Released
23 Parties, whether for economic damages, noneconomic damages, exemplary damages, penalties,
24 restitution, injunctive or declaratory relief, interest, attorneys' fees, costs, or any other forms of
25 monetary or non-monetary relief in any way arising out of or relating to any facts, transactions,
26 events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act from the
27 beginning of time to the date he or she signs this Agreement, including but not limited to any
28 claims arising from or related to his or her employment with Defendant or the termination of that

1 employment. This general release by Pereda, Ward, and Milligan shall become effective upon the
2 Effective Date and full funding of the Settlement Fund and include all statutory claims, common
3 law claims (including but not limited to those sounding in contract, tort, and equity), and claims
4 for compensation to the fullest extent permitted by law. Pereda, Ward, and Milligan each further
5 agree not to sue or otherwise make a claim against any of the Released Parties for any of the
6 claims that are released pursuant to this Section 5.5.

7 **5.6 Waiver of California Civil Code Section 1542.** Pereda, Ward, and Milligan each
8 acknowledge that the general release herein, pertaining to them individually, includes potential
9 claims and costs that may not be known or suspected by him or her to exist, and they each hereby
10 expressly and affirmatively waive and relinquish any and all rights and benefits which may
11 otherwise exist relating to the claims released in Section 5.5 pursuant to California Civil Code
12 section 1542, and any similar law of any state or territory of the United States. California Civil
13 Code section 1542 states as follows:

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

18 **6. ADDITIONAL PROVISIONS**

19 **6.1 No Admission of Liability.** Defendant contends that all of its employment
20 practices comply and have complied with all applicable laws and regulations; that Class Members
21 and PAGA Group Members were and are properly compensated for all wages, including (without
22 limitation) all minimum wages and overtime wages, were and are properly provided all meal
23 periods to which they were entitled, were and are properly authorized and permitted to take all
24 rest periods to which they were entitled, were and are timely paid all final wages, were and are
25 timely paid all wages during employment, were and are furnished accurate itemized wage
26 statements, and were and are reimbursed for any and all necessary business expenses; that
27 Defendant kept and keeps requisite payroll records; that Defendant accurately recorded and paid
28 and records and pays sick leave and there has been no underpayment of sick time; that the nature

1 of the work of Class Members and PAGA Group Members did not and does not reasonably
2 permit the use of seats; that Defendant did not and does not engage in unfair competition,
3 business acts, or practices; and that Defendant's conduct was not and is not willful, knowing and
4 intentional, or otherwise unlawful with respect to any of the claims alleged in the Actions.
5 Defendant has denied and continues to deny each of the claims alleged and the contentions made
6 by Plaintiffs in the Actions. Defendant denies any wrongdoing or legal liability arising out of any
7 of the facts or conduct alleged in the Actions and believes it has valid defenses to Plaintiffs'
8 claims. This Agreement reflects the compromise and settlement of disputed claims between the
9 Parties, and its provisions and any and all drafts, communications or discussions relating thereto
10 do not constitute, are not intended to constitute, and will not under any circumstances be deemed
11 to constitute an admission by Defendant as to the merits, validity, or accuracy of any of the
12 allegations or claims in the Actions, nor a waiver of any defense.

13 **6.2 Sexual Harassment Claims.** Nothing in this Agreement is intended to prevent or
14 restrict discussion or disclosure of factual information regarding sexual assault, sexual
15 harassment, harassment, discrimination, unlawful acts in the workplace (e.g., harassment or
16 discrimination or any other conduct for which there is reason to believe said conduct is unlawful),
17 failure to prevent an act of workplace harassment or discrimination, and/or an act of retaliation
18 against a person for reporting or opposing harassment or discrimination.

19 **6.3 Parties Represented by Counsel.** The Parties hereby acknowledge that they have
20 been represented in negotiations for and in the preparation of this Agreement by independent
21 counsel of their own choosing, they have read this Agreement and have had it fully explained to
22 them by such counsel, and they are fully aware of the contents of this Agreement and of its legal
23 effect.

24 **6.4 Voluntary Agreement.** This Agreement is executed voluntarily and without
25 duress or undue influence on the part of or on behalf of any Party, or of any other person, firm or
26 entity. Each Party has made such investigation of the facts pertaining to this Agreement and of
27 all other matters pertaining hereto as he or it deems necessary.
28

1 **6.5 Escalator Clause.** In advance of the mediation resulting in the Settlement,
2 Defendant provided putative class members' redacted time and pay records and other information
3 from which Plaintiffs calculated that there were approximately 71,940 Class Work Weeks for the
4 period from May 13, 2017 through November 9, 2021. If it is determined that the total number of
5 Class Work Weeks during the period referenced actually exceed this amount by more than 10%
6 (i.e., the Class Work Weeks during the period referenced are actually more than 79,134), then the
7 Gross Settlement Amount will increase on a proportional basis to the extent the threshold is
8 exceeded (e.g., if the number of Class Work Weeks is actually 11% more than 71,940, the Gross
9 Settlement Amount will increase by one percent (1%)).

10 **6.6 Notices.** The Parties, Class Counsel, and Counsel for Defendant acknowledge and
11 agree that for the purposes of any claims, actions, or proceedings arising out of this Agreement,
12 notice provided to Class Counsel shall be deemed notice to Plaintiffs and to Class Members. All
13 notices, requests, demands, and other communications required to be given to counsel for the
14 Parties under this Agreement shall be in writing and shall be delivered personally, faxed, emailed
15 or mailed, postage prepaid, by first class United States mail, addressed as follows:

16 To Class Members or to Plaintiffs:

17 Edwin Aiwarzian (edwin@calljustice.com)
18 LAWYERS for JUSTICE, PC
19 410 West Arden Avenue, Suite 203
20 Glendale, California 91203
21 Tel.: (818) 265-1020
22 Fax: (818) 265-1021

23 To Defendant:

24 Tritia M. Murata (TMurata@mofo.com)
25 David P. Zins (DZins@mofo.com)
26 MORRISON & FOERSTER LLP
27 707 Wilshire Boulevard
28 Los Angeles, California 90017-3543
29 Telephone: 213.892.5200
30 Facsimile: 213.892.5454

31 **6.7 No Press Releases/Public Comment.** Unless they first obtain Defendant's
32 express written consent, Class Counsel and Plaintiffs shall not (a) discuss, reveal, disclose,
publicize, or promote the terms of the Settlement, or the negotiations leading to the Settlement, to

1 any third party (including but not limited to the media, the legal community, or the public at
2 large), or (b) issue any press releases or initiate any contact with the media regarding the
3 Settlement, or otherwise advertise or publicize the Settlement. Nothing in this Agreement is
4 intended to prevent Plaintiffs or Class Counsel from disclosing or discussing the terms of the
5 Settlement (i) with the Court, (ii) with any Class Member or PAGA Group Member, (iii) with the
6 Settlement Administrator, (iv) with the LWDA in conformity with PAGA, or (v) as otherwise
7 required by law. Moreover, nothing herein will restrict Class Counsel from including publicly
8 available information regarding the Settlement in future judicial submissions regarding Class
9 Counsel's qualifications and experience.

10 6.8 **Authorization.** The Parties hereto represent and warrant that each signatory
11 hereto has the full right and authority to enter into this Agreement and bind the Party on whose
12 behalf he, she or it has executed this Agreement.

13 6.9 **Agreement Binding on Successors in Interest.** This Agreement shall be binding
14 on and inure to the benefit of the respective successors, assigns, heirs, and personal
15 representatives of the Parties.

16 6.10 **Time Periods.** The time periods and dates set forth in this Agreement with respect
17 to the giving of notices and hearings are subject to approval and modification by the Court or the
18 written stipulation of counsel for the Parties.

19 6.11 **Mutual Full Cooperation.** The Parties agree to cooperate fully with each other to
20 accomplish the terms of this Agreement, including but not limited to execution and delivery of
21 any and all additional papers, documents, and other assurances and taking such other action that
22 may be reasonably necessary to implement the terms of this Agreement. The Parties and their
23 counsel shall use their best efforts, including all efforts contemplated by this Agreement and any
24 other efforts that may become necessary by order of the Court, to effectuate this Agreement and
25 the terms set forth herein.

26 6.12 **Entire Agreement.** The Exhibits to this Agreement are integral parts of this
27 Agreement and are hereby incorporated and made a part of this Agreement. This Agreement
28 contains the entire agreement between the Parties and constitutes the complete, final, and

1 exclusive embodiment of their agreement with respect to the subject matter hereof. This
2 Agreement is executed without reliance upon any promise, representation, or warranty by any
3 Party or any representative of a Party, other than those expressly set forth herein. Any
4 inconsistency between this Agreement and the attached Exhibits will be resolved in favor of this
5 Agreement.

6 **6.13 Headings.** The various headings used in this Agreement are solely for the
7 convenience of the Parties and shall not be used to interpret this Agreement.

8 **6.14 No Construction Against Drafter.** This Agreement shall be deemed to have been
9 drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter
10 shall not apply to this Agreement.

11 **6.15 Amendment and Modification.** Except as expressly provided in Section 6.10,
12 above, with respect to time periods and dates set forth herein, this Agreement may not be
13 amended, altered, or modified except in writing and signed by the Parties hereto, their successors
14 in interest, or their duly authorized representatives, and approved by the Court.

15 **6.16 Governing Law.** This Agreement is entered into in accordance with the laws of
16 the State of California and shall be governed by and interpreted in accordance with those laws.

17 **6.17 Jurisdiction of the Court.** Any dispute regarding the interpretation or validity or
18 otherwise arising out of this Agreement, or relating to the Actions, the Released Class Claims, or
19 the Released PAGA Claims, shall be subject to the exclusive jurisdiction of the Court, and the
20 Plaintiffs, Class Members, PAGA Group Members, the LWDA, and Defendant agree to submit to
21 the personal and exclusive jurisdiction of the Court for the purpose of resolving any such dispute.
22 Following the Effective Date, the Court shall retain jurisdiction solely with respect to the
23 interpretation, implementation, and enforcement of the terms of this Agreement and all orders and
24 judgments entered in connection therewith, and the Parties and their counsel submit to the
25 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement
26 embodied in this Agreement and all orders and judgments entered in connection therewith.

27 **6.18 Agreement Constitutes a Complete Defense.** To the extent permitted by law,
28 this Agreement may be pleaded as a full and complete defense to any action, suit, or other

proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

6.19 **Signatures.** Signatures by facsimile, in Portable Document Format (PDF), or by other electronic means, shall have the same force and effect as original signatures.

6.20 **Execution Date and Execution in Counterparts.** This Agreement shall be deemed executed upon the last date of signature of all of the undersigned. The Parties may execute this Agreement in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument having the same force and effect as if all Parties had signed the same instrument.

IN WITNESS THEREOF, the Parties hereto have so agreed.

Dated: November __, 2022
11/24/2022

JOSE PEREDA

Electronically Signed: 2022-11-24 10:27:16 UTC - 172.58.29.16
Hinter AssumeSign® 9739f0aa-ff09-45b0-b890-af56015680a

On behalf of himself, the Settlement Class, the State of California and PAGA Group Members as a private attorney general

Dated: November __, 2022

CHRIS WARD

On behalf of himself, the Settlement Class, the State of California and PAGA Group Members as a private attorney general

Dated: November __, 2022

TAWNY MILLIGAN

On behalf of herself, the Settlement Class, the State of California and PAGA Group Members as a private attorney general

proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

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IN WITNESS THEREOF, the Parties hereto have so agreed.

Dated: November __, 2022

JOSE PEREDA

On behalf of himself, the Settlement Class, the State of California and PAGA Group Members as a private attorney general

Dated: November __, 2022
11/29/2022

CHRIS WARD

Electronically Signed 2022-11-29 19:33:23 UTC - 45:51:158.62
Hirtek AssureSign® Chris Ward ede1de7a-b8f3-4120-a1a2-af56015643d8

On behalf of himself, the Settlement Class, the State of California and PAGA Group Members as a private attorney general

Dated: November __, 2022

TAWNY MILLIGAN

On behalf of herself, the Settlement Class, the State of California and PAGA Group Members as a private attorney general

proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

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IN WITNESS THEREOF, the Parties hereto have so agreed.

Dated: November __, 2022

JOSE PEREDA

On behalf of himself, the Settlement Class, the State of California and PAGA Group Members as a private attorney general

Dated: November __, 2022

CHRIS WARD

On behalf of himself, the Settlement Class, the State of California and PAGA Group Members as a private attorney general

Dated: November __, 2022

11/23/2022

TAWNY MILLIGAN

Electronically Signed 2022-11-23 22:30:00 UTC - 172.58.74.19
Nintex AssureSign® 2272e694-ea2f-406a-bef4-af5601574f17

On behalf of herself, the Settlement Class, the State of California and PAGA Group Members as a private attorney general

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Dated: November __, 2022

RELISH LABS LLC

By: _____

Its: _____

APPROVED AS TO FORM:

Dated: November 29, 2022

LAWYERS FOR JUSTICE, PC

By: 
Edwin Aiwazian

Attorneys for Plaintiffs
JOSE PEREDA, CHRIS WARD, and TAWNY
MILLIGAN

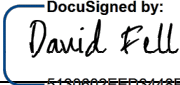
Dated: November __, 2022

MORRISON & FOERSTER LLP

By: _____
David P. Zins
Attorneys for Defendant
RELISH LABS LLC

1 Dated: December 6, 2022

RELISH LABS LLC

2
3 By: 
4 David Fell
5 Senior Corporate Counsel

6 **APPROVED AS TO FORM:**

7 Dated: December __, 2022

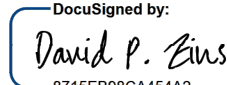
LAWYERS FOR JUSTICE, PC

8
9 By: _____
Edwin Aiwazian

10 Attorneys for Plaintiffs
11 JOSE PEREDA, CHRIS WARD, and TAWNY
MILLIGAN

12 Dated: December 6, 2022

MORRISON & FOERSTER LLP

13
14 By: 
David P. Zins

15 Attorneys for Defendant
16 RELISH LABS LLC

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

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

Plaintiff

v.

RELISH LABS LLC, D/B/A HOME CHEF,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants

Case No. CIV SB 2113821

**NOTICE OF SETTLEMENT OF
CLASS ACTION**

ATTENTION: If you were employed by Relish Labs LLC (“Defendant”), doing business as Home Chef, as an hourly-paid or non-exempt employee in California between May 13, 2017 and [Preliminary Approval Date] (the “Class Period”), you may be a Class Member eligible to receive money from a proposed Class Settlement in the above-captioned class action lawsuit.

PLEASE READ THIS NOTICE CAREFULLY. This Notice relates to the proposed Class Settlement. If you are a Class Member, it contains important information affecting your rights to participate in the Class Settlement as further described below. This Notice advises you of the terms of the Class Settlement and your rights and options under it.

To be eligible for your share of the Class Settlement, you are not required to make a claim. However, to ensure receipt of your share, you must update the Settlement Administrator, Phoenix Class Action Administration Solutions, with any change of address.

What is this proposed Settlement about?

Plaintiffs Jose Pereda, Chris Ward, and Tawny Milligan (collectively, “Plaintiffs”) each filed their own respective related actions with overlapping claims against Defendant on November 23, 2020 (the *Pereda* Action), May 13, 2021 (the *Ward* Action), and June 24, 2021 (the *Milligan* Action) (collectively, the “Actions”). The operative first amended complaint in the *Ward* Action (the “Complaint”), filed for settlement purposes only on August 26, 2022, names all three Plaintiffs and consolidates their claims. The Complaint and all the other complaints in the Actions are referred to collectively as the “Complaints.” The Complaint alleges claims for (1) unpaid overtime, (2) unpaid meal period premiums, (3) unpaid rest period premiums, (4) failure to pay all wages including minimum wages, (5) untimely paid final wages, (6) untimely paid wages during employment, (7) non-compliant wage statements, (8) failure to keep requisite payroll records, (9) unreimbursed business expenses, (10) failure to provide paid

sick leave and vacation pay, (11) failure to provide reporting time pay, (12) failure to provide suitable seating, (13) violation of California Business and Professions Code section 17200 et seq., and (14) violation of the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Under the proposed Class Settlement, Defendant agrees to make payments (“Class Settlement Awards”) to Class Members who do not opt out of the Settlement (“Settlement Class Members”). These Class Settlement Awards will be based on the number of weeks during the Class Period that each Settlement Class Member was employed by Defendant for at least one day in California as a non-exempt and/or hourly-paid employee (“Class Work Weeks”) compared to the total number of Class Work Weeks for all Settlement Class Members, as more fully described below.

Defendant also agrees to pay the Settlement Administration Costs, employer-side Withholdings and Taxes required by law with regard to the Class Settlement Awards, Service Payments to each of the Plaintiffs, a PAGA Settlement Amount to be paid to the California Labor & Workforce Development Agency (“LWDA”) and PAGA Group Members in settlement of the PAGA claims, and a Fee and Expense Award to Plaintiffs’ counsel (“Class Counsel”), subject to the Court’s approval. Defendant’s maximum total obligation under the proposed Settlement is \$1,450,000, exclusive of its share of Withholdings and Taxes, and subject to escalation only to the extent described below.

The proposed Settlement is not an admission of liability by Defendant. Throughout the course of litigation in the Actions, Defendant has denied any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged in any of them. Defendant contends that it has complied with all applicable laws and regulations regarding all of those matters.

Class Counsel believes that the proposed Settlement is in the best interests of the Class Members. Further proceedings would be very expensive and take a long time. Moreover, no one can predict the precise outcome of the disputed issues in this case. Therefore, Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate for the Class Members and the State of California.

The Court has preliminarily approved the proposed Settlement as fair, reasonable, and adequate. The final determination of those issues will be made at the Final Approval Hearing to be held on [FA hearing date] at [FA hearing time] (“Final Approval Hearing”).

Summary of the proposed Settlement

Defendant has agreed to pay \$1,450,000 (“Gross Settlement Amount”), plus its share of Withholdings and Taxes, to resolve all claims that were alleged in any of the Complaints or that could have been alleged based on the facts alleged in any of the Complaints, for Settlement Class Members’ release of claims described below, and for the release of PAGA claims in the PAGA Settlement. This amount is subject to escalation if it is determined that the total number of Class Work Weeks for the period from May 13, 2017 through November 9, 2021 exceeded 110% of 71,940, in which case the Gross Settlement Amount will increase on a proportional basis to the extent this 110% threshold is exceeded (e.g., if the total number of Class Work Weeks is actually

111% of 71,940, the Gross Settlement Amount will increase by 1%). If finally approved by the Court, the proposed Settlement will distribute money as follows:

Class Settlement Awards to Settlement Class Members: Settlement Class Members (Class Members who do not exclude themselves from the Settlement) will each be paid a Class Settlement Award, which is their pro-rata share of the Net Settlement Sum, calculated as follows: The Settlement Administrator will calculate the total number of Class Work Weeks for all Settlement Class Members. The Settlement Administrator will then divide the Net Settlement Sum by the total Class Work Weeks for all Settlement Class Members, resulting in a per Class Work Week value for each Settlement Class Member. The Settlement Administrator will then take the per Class Work Week value and multiply it by the number of individual Class Work Weeks for each Settlement Class Member.

“Class Work Weeks” means the number of weeks in the Class Period during which a Settlement Class Member was employed by Defendant for at least one day in California as a non-exempt and/or hourly-paid employee. Class Work Weeks will be calculated by Defendant based on its pay data.

“Net Settlement Sum” means the Gross Settlement Amount minus the payment of (a) the Fee and Expense Award, (b) the PAGA Settlement Amount, (c) the Service Payments, and (d) the Settlement Administration Costs, all of which are described below.

Class Settlement Awards shall be allocated one-third (1/3) to wages subject to Withholdings and Taxes and two-thirds (2/3) to interest, penalties, and non-wage damages.

Fee and Expense Award to Class Counsel: Upon approval by the Court, Defendant will pay attorneys’ fees and reimburse litigation costs and expenses to Class Counsel (Lawyers for Justice P.C.). The proposed Settlement permits Class Counsel to request up to 35% of the Gross Settlement Amount (\$507,500 if the Gross Settlement Amount remains at \$1,450,000) as their fees for prosecuting this case and up to \$30,000 for reimbursement of their costs and expenses incurred in the Action. You are not personally responsible for any of Class Counsel’s attorneys’ fees, costs, or expenses.

PAGA Settlement Amount: The proposed Settlement provides for a payment of \$150,000 for resolution of the PAGA claims alleged in the Actions. Of that amount, 75% (or \$112,500) of the PAGA Settlement Amount shall be paid to the LWDA and 25% (or \$37,500) of the PAGA Settlement Amount shall form the PAGA Fund to be paid to PAGA Group Members.

Other Payments: The proposed Settlement provides for a Service Payment to each of the Plaintiffs of up to \$7,500. The proposed Settlement further provides for payment estimated not to exceed \$22,000 to the Settlement Administrator, Phoenix Class Action Administration Solutions, for its services in mailing the Class Notice and administering the Settlement.

What are my rights and options?

1. **You can exclude yourself from the Class Settlement:** If you do not want a Class Settlement Award and do not want to be bound by any of the proposed Class Settlement's terms, including the release of the Released Class Claims discussed below, you must make a timely written Request for Exclusion. Your Request for Exclusion must contain (a) the name and case number of the *Ward* Action (*Chris Ward v. Relish Labs LLC*, San Bernardino Superior Court Case No. CIV SB 2113821), (b) your full name, signature, address, telephone number, and the last four digits of your Social Security number, (c) the words "Request for Exclusion" at the top of the document, and (d) the statement: "I wish to be excluded from the Class Settlement in this case."

A Request for Exclusion form that you may use is attached as Form B to this Notice. Your Request for Exclusion must be mailed to the Settlement Administrator and must be postmarked by [DATE – 45 days from mailing Class Notice / Notice Response Deadline]. You should not request exclusion if you wish to receive money from the Class Settlement.

You do not have the right to be excluded from the PAGA Settlement, whether or not you exclude yourself from the Class Settlement.

2. **You can object to the Class Settlement:** You can object to the Settlement before the Court's final approval of the Settlement. To object, you should submit a written objection to the Settlement Administrator by [DATE – 45 days from mailing Class Notice / Notice Response Deadline]. You may also appear and object to the Settlement at the Final Approval Hearing currently set for [FA hearing time] on [FA hearing date], in Department S26 of the Superior Court of California, County of San Bernardino, Civil Division of the San Bernardino District, located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415-0210. You are not required to appear, either personally or through counsel, at the Final Approval Hearing in order for your written objection to be considered. You may object to the Settlement only if you do NOT submit a Request for Exclusion.

You do not have the right to object to the PAGA Settlement, whether or not you object to the Class Settlement.

3. **You can dispute the number of your Class Work Weeks:** A Notice of Eligible Work Weeks form is attached as Form A to this Notice. It provides your number of Class Work Weeks according to Defendant's records. If you do not agree with the number of your Class Work Weeks shown on the form, you may dispute the number by completing the Notice of Eligible Work Weeks form and mailing it to the Settlement Administrator by [DATE – 45 days from mailing Class Notice / Notice Response Deadline].

4. **You can do nothing:** You can do nothing. If you do nothing, you will be bound by the proposed Settlement terms and you will be entitled to receive a Class Settlement Award as described above.

To the extent you are also a PAGA Group Member, you will also be entitled to receive a PAGA Settlement Award, regardless of whether you exclude yourself from the Class Settlement, object to the Class Settlement, dispute the number of your Class Work Weeks, or do nothing.

What claims am I releasing by participating in the Class Settlement?

In exchange for the consideration given by Defendant in the proposed Settlement, all Class Members who do not opt out of the Class Settlement (the Settlement Class Members) will expressly release, waive and discharge, and will be deemed to have released, waived and discharged, all Released Class Claims against all Released Parties.

“Released Class Claims” means all claims, debts, liabilities, demands, obligations, damages, and actions or causes of action of any kind that arising during the Class Period, which were alleged in any of the Complaints or could have been alleged against any of the Released Parties based on the facts alleged in any of the Complaints, including (without limitation) claims under California Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 245 et seq., 432, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1192, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, IWC Wage Orders, including (without limitation) Wage Order Nos. 1-2001, 3-2001, 4-2001, 5-2001, 7-2001, and 8-2001, including (without limitation) section 5 thereof and section 14, subdivisions (A) and (B) thereof; California Code of Civil Procedure section 1021.5; and California Business and Professions Code section 17200 et seq. Expressly excluded from the Released Class Claims are claims for wages in Workers’ Compensation and Unemployment Insurance benefits cases and claims for benefits under the Employee Retirement Income Security Act of 1974 (ERISA).

“Released Parties” means Relish Labs LLC, its present, former, and future parents (including without limitation The Kroger Co.), subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and assigns, and each of their respective present, past and future officers, directors, employees, partners (both general and limited), members, shareholders, agents, attorneys, insurers, and any other successors, assigns, and legal representatives.

All Settlement Class Members intend and are deemed to intend that this Settlement shall be effective as a bar to any and all Released Class Claims against any and all Released Parties.

The Settlement Class Members further agree not to sue or otherwise make a claim against any of the Released Parties arising out of or related to any of the Released Class Claims. The Settlement Class Members further agree that their release, waiver and relinquishment of the Released Class Claims shall preclude them from participating in any judgment or settlement of claims that are the subject of any of the Released Class Claims in any other class, collective, or representative action.

When is the next Court hearing?

A Final Approval Hearing will be held before the Honorable David S. Cohn in Department S26 of the Superior Court of California, County of San Bernardino, Civil Division of the San Bernardino District, located at the San Bernardino Justice Center, 247 West Third Street,

San Bernardino, California 92415-0210, on [FA hearing date] at [FA hearing time] to determine whether the Settlement is fair, reasonable, and adequate. Judge Cohn will be asked to approve the plan for distributing the Class Settlement Awards, the Fee and Expense Award to Class Counsel, the Service Payments to the Plaintiffs, the PAGA Settlement Amount, and payment to the Settlement Administrator for its services. A motion for final approval of these items should be on file with the Court no later than [REDACTED], 2023 and will be available for review after that date. This hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing.

What if I need more information?

Capitalized terms in this Notice have the same meaning they are given in the Class Action and PAGA Settlement Agreement and Release (“Agreement”), filed with the Court on [DATE] as an attachment to Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Agreement and the Preliminary Approval Order, which is also on file with the Court. If you have any questions, you can contact the Settlement Administrator at [REDACTED]. You can also contact Class Counsel at Lawyers for Justice P.C., (818) 265-1020.

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION
ABOUT THIS SETTLEMENT**

EXHIBIT B

NOTICE OF ELIGIBLE WORK WEEKS

Chris Ward v. Relish Labs LLC, d/b/a Home Chef
San Bernardino Superior Court, Case No. CIV SB 2113821

To: [Class Member Name]

Your potential individual Class Settlement Award in the Settlement of the class action lawsuit listed above is based on the number of weeks you were employed by Relish Labs LLC (Defendant) for at least one day during the period from May 13, 2017 through [Preliminary Approval Date] (the "Class Period"), as a non-exempt and/or hourly-paid employee in California ("Class Work Weeks"). According to Defendant's records, you had a total of [] Class Work Weeks.

If you wish to participate in the Class Settlement and you agree with the number of your Class Work Weeks shown above, then you do not need to take any further action. You will receive your Class Settlement Award once the Settlement becomes final.

If you **do not agree** the number of your Class Work Weeks shown above, please insert in the space below the number of work weeks in the Class Period during which you believe you were employed by Defendant for at least one day in California as a non-exempt and/or hourly-paid employee.

The number of Class Work Weeks you believe is correct for you: _____

- ☐ I am enclosing documentation to support the number of my Class Work Weeks being different from the number of Class Work Weeks shown for me by Defendant's records, as shown above.
- ☐ I am not enclosing documentation to support the number of my Class Work Weeks being different from the number of Class Work Weeks shown for me by Defendant's records, as shown above.

Dated: _____ (signature)

If you wish to dispute the number of your Class Work Weeks shown above, you must complete, sign, and date this Notice of Eligible Work Weeks form and mail it with any supporting documentation to the Settlement Administrator, Phoenix Class Action Administration Solutions, at [Phoenix's address], postmarked no later than _____, 2023 [Notice Response Deadline].

If you dispute the number of your Class Work Weeks, the Settlement Administrator will resolve the dispute, and its decision will be final and binding. In resolving the dispute, the information provided by Defendant will be presumed accurate.

Form A

EXHIBIT B

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

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

Plaintiff

v.

RELISH LABS LLC, D/B/A HOME CHEF,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants

Case No. CIV SB 2113821

**REQUEST FOR EXCLUSION
FROM CLASS SETTLEMENT**

Name: _____

Address: _____

Telephone: _____

Last 4 Digits of Social Security Number: _____

I wish to be excluded from the Class Settlement in this case, *Chris Ward v. Relish Labs, LLC d/b/a Home Chef*, Case No. CIV SB 2113821, currently pending in the Superior Court of the State of California, County of San Bernardino.

Dated: _____

(signature)

If you wish to be excluded from the Class Settlement, please complete and sign this Request for Exclusion form, or complete and sign a different similar written request, and mail it to Phoenix Class Action Administration Solutions at [Phoenix's Address] no later than [Notice Response Deadline].

Form B

EXHIBIT C

EXHIBIT D

MEMORANDUM REGARDING PAGA SETTLEMENT AWARD

Enclosed is a check representing your share of the proceeds of the Labor Code Private Attorneys General Act of 2004 (“PAGA”) Settlement in the *Chris Ward v. Relish Labs LLC d/b/a Home Chef* lawsuit brought in the Superior Court of the State of California, County of San Bernardino, Case No. CIV SB 2113821. The lawsuit alleged that Defendant Relish Labs LLC (“Defendant”) failed to pay all wages, including all minimum and overtime wages; failed to pay meal and rest period premiums; failed to timely pay all final wages; failed to timely pay all current wages during employment; failed to provide compliant wage statements; failed to keep requisite payroll records; failed to reimburse all necessary business expenses; failed to provide paid sick leave and vacation pay and underpaid sick time; failed to pay reporting time pay; and failed to provide suitable seating, among other things, with respect to all current and former hourly-paid or non-exempt employees in California during the period from September 17, 2019 through [Preliminary Approval Date] (the “PAGA Period”). The lawsuit also alleged that Defendant misclassified salaried exempt production supervisors employed by Defendant in California during the PAGA Period and committed the same alleged violations with respect to them.

The lawsuit is now settled, including the PAGA claim brought on behalf of the State of California and the employees described above. The settlement is not an admission of liability by Defendant. To the contrary, Defendant has denied any liability or wrongdoing throughout the course of the litigation, and Defendant contends that it has complied with all applicable laws and regulations with respect to the matters alleged in the lawsuit and other related actions.

You are receiving this memorandum because Defendant’s records reflect that you are an employee on whose behalf the PAGA claim was brought. The settlement has been approved by the court and no further action is required on your part. You should cash your check by [180 DAYS AFTER ISSUANCE], after which the check will be void and you will no longer be able to cash it. Whether you cash the check or not, you nonetheless remain bound by the PAGA Settlement, including the release of all Released PAGA Claims. Under governing law, you do not have a right to exclude yourself from, or object to, the PAGA Settlement.

Please do not contact the Court for information about this settlement. If you have any questions, you can contact the Settlement Administrator at ____ - ____ - ____.

EXHIBIT E

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Annabel Blanchard (SBN 258135)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

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

Plaintiffs,

v.

RELISH LABS LLC, D/B/A HOME CHEF,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CIVSB2113821

Honorable David Cohn
Department S26

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 23, 2022
Time: 10:00 a.m.
Department: S26

Complaint Filed: May 13, 2021
FAC Filed: August 26, 2022
Trial Date: None Set

1 This matter has come before the Honorable David Cohn in Department S26 of the Superior
2 Court of the State of California, for the County of San Bernardino, on December 23, 2022, at
3 10:00 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers *for*
4 Justice, PC appeared as counsel for Plaintiffs Chris Ward, Jose Pereda, and Tawny Milligan
5 ("Plaintiffs"), individually and on behalf of all others similarly situated and other aggrieved
6 employees and Morrison & Foerster LLP appeared as counsel for Defendant Relish Labs LLC
7 ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 "EXHIBIT 1" to the Declaration of Annabel Blanchard in Support of Plaintiffs' Motion for
15 Preliminary Approval of Class Action Settlement. This is based on the Court's determination that
16 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
21 and reasonable. It appears to the Court that extensive investigation and research have been conducted
22 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.
23 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs
24 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution
25 of the cases. It further appears that the Settlement has been reached as the result of intensive, serious,
26 and non-collusive, arms-length negotiations, and was entered into in good faith.

27 4. The Court preliminarily finds that the Settlement, including the allocations for the
28 Fee and Expense Award, Service Payments, PAGA Settlement Amount, Settlement Administration

1 Costs, and Class Settlement Awards to the Settlement Class Members provided thereby, appear to
2 be within the range of reasonableness of a settlement that could ultimately be given final approval
3 by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
4 the Settlement and preliminarily finds that the monetary settlement awards made available to the
5 Class Members are fair, adequate, and reasonable when balanced against the probable outcome of
6 further litigation relating to certification, liability, and damages issues.

7 5. The Court concludes that, for settlement purposes only, the proposed Class meets
8 the requirements for certification under section 382 of the California Code of Civil Procedure in
9 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
10 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
11 community of interest amongst the members of the Class with respect to the subject matter of the
12 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
13 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
14 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
15 Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and as the
16 representatives of the Class.

17 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
18 follows:

19 All current and former hourly paid or non-exempt employees who were employed
20 by Defendant in California at any time during the period from May 13, 2017 up to
 and including the Preliminary Approval Date (the "Class Period").

21 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
22 ("Class Counsel").

23 8. The Court provisionally appoints Plaintiffs Chris Ward, Jose Pereda, and Tawny
24 Milligan as the representatives of the Class ("Class Representatives").

25 9. The Court provisionally appoints Phoenix Class Action Administration Solutions to
26 handle the administration of the Settlement ("Settlement Administrator").

27 10. Within fifteen (15) business days of the date of this Order, Defendant shall provide
28 the Settlement Administrator with the following information about each Class Member: last known

1 full name, last known mailing address, last known telephone number, Social Security number, the
2 individual number of Class Work Weeks during the Class Period, the individual number of Class
3 Work Weeks during the period from May 13, 2017 through November 9, 2021, and the individual
4 number of PAGA Work Weeks during the PAGA Period, all in conformity with the Settlement
5 Agreement (collectively, this information is referred to as the “Class Information List”).

6 11. The Court approves, as to both form and content, the Notice of Settlement of Class
7 Action (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be provided to
8 Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class
9 Notice appears to fully and accurately inform the Class Members of all material elements of the
10 Settlement, of Class Members’ right to be excluded from the Class Settlement, of Settlement Class
11 Members’ right to dispute the Class Work Weeks credited to each of them, and of each Settlement
12 Class Member’s right and opportunity to object to the Class Settlement by mailing an Objection to
13 the Settlement Administrator. The Court further finds that distribution of the Class Notice
14 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that
15 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due
16 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
17 further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all
18 Class Members within ten (10) business days of receipt of the Class Information List, pursuant to
19 the terms set forth in the Settlement Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
21 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
22 to be excluded from the Settlement by submitting a timely written opt out request in conformity with
23 the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later
24 than the date which is forty-five (45) calendar days from the initial mailing of the Class Notice to
25 Class Members (“Notice Response Deadline”), or, in the case of a re-mailed Class Notice, the Notice
26 Response Deadline will be extended by fifteen (15) calendar days from the date of the original forty-
27 five (45) calendar day deadline. Any such person who timely and validly chooses to opt out of, and
28 be excluded from, the Class Settlement will not be entitled to any recovery under the Class

Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Class Members who have not submitted a timely and valid request to be excluded from the Class Settlement (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and whether the requests for the Fee and Expense Award, Service Payments, and Settlement Administration Costs should be finally approved.

14. Class Counsel shall file a motion for final approval of the Settlement and for Fee and Expense Award, Service Payments, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Class Member must not request to be excluded from the Class Settlement and must mail his or her Objection to the Settlement Administrator on or before the Notice Response Deadline. The Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the Objection. Settlement Class Members also have the option to orally present their objections to the Class Settlement in Court at the Final Approval Hearing, irrespective of whether or not they have submitted an Objection.

16. The Settlement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by

1 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
2 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
3 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
4 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
5 evidence of a presumption, concession, indication, or admission by Defendant of any liability, fault,
6 wrongdoing, omission, concession, or damages of any kind whatsoever.

7 17. In the event the Settlement does not become effective in accordance with the terms
8 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
9 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
10 vacated, and the Parties shall revert back to their respective positions as of before entering into the
11 Settlement Agreement, including without limitation that the first amended complaint in this action
12 shall be withdrawn and shall no longer have any force or effect and that the settlement class shall be
13 de-certified.

14 18. The Court reserves the right to adjourn or continue the date of the Final Approval
15 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
16 Members and retains jurisdiction to consider all further applications arising out of or connected with
17 the Settlement.

18 **IT IS SO ORDERED.**

19
20 Dated: _____

By: _____

The Honorable DAVID COHN
Judge of the Superior Court

EXHIBIT F

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Annabel Blanchard (SBN 258135)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

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

Plaintiffs,

vs.

RELISH LABS LLC, D/B/A HOME CHEF, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2113821

Honorable David Cohn
Department S26

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date:
Time:
Department: S26

Complaint Filed: May 13, 2021
FAC Filed: August 26, 2022
Trial Date: None Set

1 This matter has come before the Honorable David Cohn in Department S26 of the above-
2 entitled Court, located at 247 West 3rd Street, San Bernardino, California 92415, on Plaintiffs
3 Chris Ward, Jose Pereda, and Tawny Milligan’s (“Plaintiffs”) Motion for Final Approval of Class
4 Action Settlement, Attorneys’ Fees and Expenses, and Service Payments (“Motion for Final
5 Approval”). Lawyers for Justice, PC appeared on behalf of Plaintiffs, and Morrison & Foerster
6 LLP appeared on behalf of Defendant Relish Labs LLC (“Defendant”).

7 On [the Preliminary Approval Date], the Court entered the Order Granting Preliminary
8 Approval of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily
9 approving the settlement of the above-entitled action in accordance with the Class Action and
10 PAGA Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement
11 Agreement”), which, together with the exhibits annexed thereto, set forth the terms and conditions
12 for the Settlement.

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

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

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over Plaintiffs, Defendant, and the claims of the Class
19 Members asserted herein.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rules of Court, rule 3.769 *et seq.*, have been satisfied with
22 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
23 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
24 The Class is hereby defined to include:

25 All individuals employed by Defendant as hourly-paid and/or non-exempt
26 employees within the State of California at any time during the period from
27 May 13, 2017 to and including [the Preliminary Approval Date] (“Class” or
“Class Members”).

28 4. The Notice of Class Action Settlement (“Notice”) that was provided to the Class

1 Members fully and accurately informed the Class Members of all material elements of the
2 Settlement and of their right to be excluded from or to object to the Class Settlement; was the best
3 notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
4 Members; and complied fully with the laws of the State of California, the United States
5 Constitution, due process and other applicable law. The Notice fairly and adequately described the
6 Settlement and provided the Class Members with adequate instructions and a variety of means to
7 obtain additional information.

8 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
9 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
10 specifically, the Court finds that the Settlement was reached following meaningful discovery and
11 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
12 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
13 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
14 Court has considered all of the evidence presented, including evidence regarding the strength of
15 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of
16 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
17 completed; and the experience and views of Class Counsel. The Court has further considered the
18 absence of objections to, and requests for exclusion from, the Settlement submitted by Class
19 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
20 with the Settlement Agreement and the following terms and conditions.

21 6. A full opportunity has been afforded to the Class Members to participate in the
22 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
23 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
24 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
25 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval
26 Order and Judgment.

27 7. The Court finds that Class Member, [REDACTED], has timely and validly opted
28 out of the Settlement and will not be bound by this Final Approval Order and Judgment.

1 8. The Court finds that payment of Settlement Administration Costs in an amount not
2 to exceed \$22,000.00 is appropriate for the services performed and costs incurred and to be
3 incurred for the notice and settlement administration process. It is hereby ordered that the
4 Settlement Administrator, Phoenix Class Action Administration Solutions, shall issue payment to
5 itself in the amount of its actual costs not to exceed \$22,000.00, in accordance with the terms and
6 methodology set forth in Settlement Agreement.

7 9. The Court finds that the Service Payments sought are fair and reasonable for the
8 work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
9 Administrator issue payment in the amount of \$7,500.00 each to Plaintiffs Jose Pereda, Chris
10 Ward, and Tawny Milligan for their Service Payment, according to the terms and methodology set
11 forth in the Settlement Agreement.

12 10. The Court finds that the allocation of \$150,000.00 toward penalties under the Labor
13 Code Private Attorneys General Act of 2004 (“PAGA Settlement Amount”), is fair, reasonable,
14 and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
15 Settlement Amount as follows: the amount of \$112,500.00 to the California Labor and Workforce
16 Development Agency, and the amount of \$37,500.00 to form the PAGA Fund from which
17 individual PAGA Settlement Awards will be determined and distributed to all PAGA Group
18 Members, according to the terms and methodology set forth in the Settlement Agreement. PAGA
19 Group Members are defined to include:

20 Plaintiffs and (1) all current and former hourly-paid or non-exempt employees who
21 were employed by Defendant in California during the period from September 17,
22 2019 to and including [the Preliminary Approval Date] (the “PAGA Period”) and
23 (2) all salaried exempt production supervisors employed by Defendant in California
24 during the PAGA Period.

25 11. The Court finds that the request for attorneys’ fees in the amount of \$507,500.00 to
26 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
27 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
28 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
amount of \$507,500.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
methodology set forth in the Settlement Agreement.

1 12. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$30,000.00 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$30,000.00 to Class Counsel for
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
5 forth in the Settlement Agreement.

6 13. The Court hereby enters Judgment by which each and every Settlement Class
7 Member shall be and hereby is conclusively determined to have given a release of all Released
8 Class Claims against all Released Parties, as set forth in the Settlement Agreement and Class
9 Notice, and by which the State of California and each and every PAGA Group Member shall be
10 and hereby are conclusively determined to have given a release of all Released PAGA Claims
11 against any and all Released Parties.

12 14. It is hereby ordered that, within five (5) court days of the entry of this Judgment,
13 Plaintiffs Pereda and Milligan shall take the steps necessary to secure the dismissal with prejudice
14 of their separately-filed actions, pending in this Court as *Jose Pereda v. Relish Labs LLC, d/b/a*
15 *Home Chef*, Case No. CIV SB 2026010, and *Tawny Milligan v. Relish Labs LLC, d/b/a Home*
16 *Chef*, Case No. CIV SB 2116459, respectively.

17 15. It is hereby ordered that Defendant shall remit the Settlement Fund Amount into a
18 Settlement Fund established by the Settlement Administrator within fifteen (15) business days
19 after the Effective Date, in accordance with the terms and methodology set forth in the Settlement
20 Agreement.

21 16. It is hereby ordered that the Settlement Administrator shall distribute Class
22 Settlement Award checks to the Settlement Class Members and the PAGA Settlement Award
23 checks to the PAGA Group members within ten (10) business days after Defendant's remittance
24 to the Settlement Administrator of the Settlement Fund Amount, according to the methodology
25 and terms set forth in the Settlement Agreement.

26 17. Each check issued to a Settlement Class Members or PAGA Group Members shall
27 remain valid and negotiable for a period of one hundred and eighty (180) calendar days from the
28 date of issuance of the check, and after this time period, the check(s) shall be automatically

1 cancelled if not cashed, deposited, or otherwise negotiated by the Settlement Class Member or
2 PAGA Group Member within that time, although the individual shall remain a Settlement Class
3 Member and/or PAGA Group Member bound by the Judgment entered herein. After 180 days,
4 any amounts from cancelled checks shall be transmitted to the Legal Aid Society of San
5 Bernardino. Prior to transmitting the funds from uncashed checks to the Legal Aid Society of San
6 Bernardino, the Parties shall submit a stipulation and proposed order to the Court complying with
7 California Code of Civil Procedure section 384's amended provisions as to *cy pres* beneficiaries.

8 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules
9 of Court, Rule 3.769(h), the Court shall retain jurisdiction over the parties to construe, interpret,
10 implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment,
11 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and
12 adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

13 19. Notice of entry of this Final Approval Order and Judgment shall be given to the
14 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix Class
15 Action Administration Solutions' website for a period of at least sixty (60) calendar days after the
16 date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

17 IT IS SO ORDERED, ADJUDGED, AND DECREED.
18
19

20 Dated: _____

HONORABLE DAVID COHN
JUDGE OF THE SUPERIOR COURT