

1 Kane Moon (SBN 249834)
 Allen Feghali (SBN 301080)
 2 Edwin Kamarzarian (SBN 332118)
MOON & YANG, APC
 3 1055 W. Seventh St., Suite 1880
 Los Angeles, California 90017
 4 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125
 5 E-mail: kane.moon@moonyanglaw.com
 E-mail: allen.feghali@moonyanglaw.com
 6 E-mail: edwin.kamarzarian@moonyanglaw.com
Attorneys for Plaintiff Nestor Campos

7
 MOLLIE M. BURKS (SBN: 222112)
 8 mburks@grsm.com
 ALLISON ROSS (SBN: 214962)
 9 arross@grsm.com
 GORDON REES SCULLY MANSUKHANI, LLP
 10 275 Battery Street, Suite 2000
 San Francisco, CA 94111
 11 Telephone: (415) 986-5900
 Facsimile: (415) 986-8054

12 Attorneys for Defendant
 13 ADECCO USA, INC.

14 *[additional counsel on following page]*

15
 16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 17 **FOR THE COUNTY OF CONTRA COSTA**

18
 19
 20 NESTOR CAMPOS, individually, and on
 behalf of all others similarly situated,

21 Plaintiff,

22 vs.

23 ADECCO USA, INC., a Delaware corporation;
 24 HELLOFRESH, an unknown business entity;
 and DOES 1 through 10, inclusive,

25 Defendants

Case No. C21-00473

[Honorable Edward Weil, Dept. 39]

**SETTLEMENT AGREEMENT AND
 RELEASE OF PAGA CLAIMS**

Complaint filed: March 9, 2021
 Trial date: Not Set

1 DEREK S. SACHS (SBN: 253990)
2 Derek.Sachs@lewisbrisbois.com
3 LEWIS BRISBOIS BISGAARD & SMITH, LLP
4 2020 W. El Camino Ave. Suite 700
5 Sacramento, CA 95833
6 Telephone: (916) 564-5400
7 Facsimile: (916) 564-5444
8
9 Attorneys for Defendant
10 GROCERY DELIVERY E-SERVICES USA, INC.
11 dba HELLOFRESH
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SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff NESTOR CAMPOS (“Plaintiff”), individually and in his capacity as a representative of the State of California on behalf of other allegedly aggrieved employees, and Defendants ADECCO USA, INC. (“Adecco”) and GROCERY DELIVERY E-SERVICES USA, INC. dba HELLOFRESH (“HelloFresh”; Adecco and HelloFresh are the “Defendants”), hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims (“Settlement”) as follows:

DEFINITIONS

1. **“Action”** means and refers to *Nestor Campos v. Adecco USA, Inc., et al.* Case No. C21-00473, which is currently pending in the Contra Costa County Superior Court of the State of California.

2. **“PAGA Settlement Members”** The PAGA Settlement Members (also referred to herein as the “aggrieved employees”) included in the Settlement shall be all past and present non-exempt hourly employees of Adecco who worked at a HelloFresh site in California at any time from March 9, 2020 through the date the Court approves this Settlement (“Covered Period”).

3. **“Settled Claims”** This Settlement is a settlement of all PAGA claims identified in Plaintiff’s PAGA notice letter, dated March 8, 2021 (“Settled Claims”).

4. The terms **“Agreement,” “Settlement,”** and **“Settlement Agreement”** mean this Agreement for PAGA Representative Action Settlement, which the Parties acknowledge sets forth all material terms and conditions of the Settlement between them, and which is subject to Court approval pursuant to Section 2699(1) of the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

5. **“Court”** means the California Superior Court, County of Contra Costa.

6. **“Defendants”** means ADECCO USA, INC. and GROCERY DELIVERY E-SERVICES USA, INC. dba HELLOFRESH.

7. **“Effective Date”** The Effective Date of this Agreement shall be the earliest date, following entry by the Court of the Judgment, upon which one of the following has occurred: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the Judgment; (ii)

1 final affirmance of the Judgment by an appellate court as a result of any appeal(s); or (iii) final
2 dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.)
3 such that the Judgment is no longer subject to further judicial review..

4 8. **“PAGA Period”** shall mean March 9, 2020 to date the settlement is approved by
5 the Court.

6
7 9. **“Gross Settlement Amount”** means a maximum total of \$170,000.00, which
8 includes all payments owing as a result of this Agreement and includes: the Net Settlement Amount;
9 Settlement Administration Costs; Plaintiff’s service payment; and PAGA Counsel Attorneys’ Fees
10 and Costs as awarded by the Court.

11 10. **“LWDA Payment”** means a payment to the California Labor Workforce and
12 Development Agency in an amount equal to 75% of the Net Settlement Amount.

13 11. **“Net Settlement Amount”** is the Gross Settlement Amount less (1) PAGA
14 Counsel’s Attorneys’ Fees and Costs, (2) Settlement Administration Costs, and (3) Plaintiff’s
15 service payment.

16 12. **“PAGA Aggrieved Employee Payment”** means a payment of 25% of the Net
17 Settlement Amount, which the Parties have agreed to pay the Aggrieved Employees in connection
18 with the settlement of the PAGA Claim.

19 13. **“PAGA Claim”** means the claim for civil penalties under the California Labor Code
20 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, “PAGA”) alleged in
21 the Action and stated in Plaintiff’s March 8, 2021 notice letter to the LWDA.

22 14. **“PAGA Counsel”** means Moon & Yang, APC.

23 15. **“PAGA Period”** means March 9, 2020 to the date the settlement is approved by the
24 Court.

25 16. **“Released Claims”** means all claims for relief under PAGA, of whatever kind or
26 nature, whether known or unknown, arising during the Covered Period, based on the facts alleged
27 by Plaintiff in the Action and Plaintiff’s notice letter to the LWDA including, but not limited to,
28 Labor Code sections 201, 201.3, 202, 203, 204, 205.5, 218, 218.6, 226, 226.3, 226.7, 246, 256, 510,

1 511, 512, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and the
2 applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs under PAGA.

3 17. **"Released Parties"** shall mean Adecco and HelloFresh, and each of their respective
4 current and former, direct and indirect owners, parents, subsidiaries, brother-sister companies, and
5 all other affiliates and related entities, and their current and former partners, officers, directors,
6 employees, attorneys, agents, insurers, and other related parties.

7 18. **"Representative Plaintiff"** means Plaintiff Nestor Campos.

8 19. **"Settlement Administrator"** shall mean ILYM Group, Inc., a neutral third-party
9 administrator chosen by the Parties, subject to approval by the Court.

10 RECITALS

11 20. On March 8, 2021, Plaintiff sent a PAGA Notice to the Labor Workforce and
12 Development Agency ("LWDA"), with a copy to Defendants. On March 9, 2021, Plaintiff filed a
13 class action complaint in the Superior Court of the State of California, County of Contra Costa in a
14 case styled *Nestor Campos v. Adecco USA, Inc., et al.* Case No. C21-00473.

15 21. On May 20, 2021, Plaintiff filed a first amended complaint in the Action to the add
16 the PAGA Claim. On or about June 1, 2021, Plaintiff dismissed his individual and class allegations
17 so that he could proceed under PAGA only. Thereafter, Plaintiff filed a second amended complaint
18 which stated a cause of action under PAGA only.

19 22. The PAGA Claims seek civil penalties and an award of reasonable attorneys' fees
20 and costs.

21 23. The Parties have conducted a thorough investigation into the facts of the Action.
22 This included exchanging data and information as well as documents relating to the underlying
23 alleged violations. After attending a mediation with Steve Rottman, Esq. on April 7, 2022, the
24 Parties believe that the Settlement is fair, reasonable, and adequate. The Parties understand,
25 acknowledge, and agree that this Settlement Agreement constitutes a compromise of Representative
26 Plaintiff's and the Aggrieved Employees' PAGA Claim, and that it is the desire and intention of the
27 Parties to effect a final and complete resolution of the PAGA Claim that the Representative Plaintiff
28 and the Aggrieved Employees have against Defendants or any persons or companies affiliated with

29. Escalator Clause: The Parties agree that as of April 7, 2022, the number of pay periods worked by Settlement Group Members is approximately 8,661. If it is determined that the Covered Pay Periods worked exceeds 9,528 (8,661 plus 10% of 8,661) as of the date the Court approves this Settlement, Plaintiff may exercise the option to withdraw from the settlement, in which case this Settlement is entirely void.

30. The Parties agree, subject to Court approval, that the Gross Settlement Amount shall be apportioned as follows:

a. Settlement Administration Fees And Costs: The fees and costs associated with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees, tax documentation, etc.) (the “**Settlement Administration Costs**”) will be paid from the Gross Settlement Amount and are estimated not to exceed \$10,000.00. The Parties agree to use ILYM Group, Inc. as the Settlement Administrator. Any unused portion of the settlement administration fees shall be distributed to the aggrieved employees and LWDA on a pro-rata basis.

b. PAGA Counsel’s Attorneys’ Fees and Costs: The Parties agree that, subject to the Court’s review and approval, PAGA Counsel will be paid from the Gross Settlement Amount an amount that is up to 33 1/3% of the Gross Settlement Amount for attorneys’ fees (\$56,666.66), plus actual litigation costs), not to exceed \$18,000.00. Any unused portion of the attorneys’ costs shall be distributed to the aggrieved employees and LWDA on a pro-rata basis.

c. Service Award To Named Plaintiff: Subject to Court approval, Defendants agree to pay Plaintiff a Service Award of Eight Thousand Dollars (\$8,000.00) to be paid from the Gross Settlement Amount, for his service as the PAGA representative and for the release of his individual claims. Upon receipt of the service awards, Plaintiff will be deemed to have fully released and discharged Defendants and the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendants and the Released Parties arising out of, or relating to, Plaintiff’s employment with Defendants or termination thereof. This release is intended to have the broadest possible effect under the law, and specifically includes any and all claims, demands, obligations and/or causes of action for wages, damages, liquidated damages, benefits, fringes, equitable relief, restitution, penalties,

1 interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any way
2 connected with the matters referred to herein, whether or not known or suspected to exist, and
3 whether or not specifically or particularly described herein. Specifically, Plaintiff will be deemed to
4 have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

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

11 Defendants will not oppose Plaintiff's request for the Service Award. Plaintiff will be
12 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes
13 owing on said amount. The Parties agree that a reduction by the Court of the requested Service
14 Award is not a basis for rendering the entire Settlement voidable or unenforceable.

15 d. Plaintiff's Release of Claims. Except as otherwise provided herein, in
16 exchange for the consideration described herein, Plaintiff, on his own behalf and on behalf of his
17 descendants, dependents, heirs, executors, administrators, agents, assigns, and successors
18 (collectively, "Plaintiff's Releasers"), hereby covenant not to sue and fully and unconditionally
19 forever release and discharge Defendants, their past, present, and future representatives, directors,
20 officers, employees, agents, attorneys, affiliates, members, and shareholders, as well as all parent
21 companies, affiliated companies, subsidiary companies, insurers, affiliates, clients, client facilities,
22 consultants, agents, attorneys, predecessors, assignors, and/or assigns (collectively, "Defendants'
23 Released Parties"), from and against any and all claims, causes of action, judgments, liens, demands,
24 damages, obligations, suits, contracts, liabilities, losses, costs, and expenses, including, but not
25 limited to, attorneys' fees and disbursements, or offsets of any nature whatsoever (collectively,
26 "Claims") that Plaintiff's Releasers now have, have had, or may hereafter have against Defendants'
27 Released Parties arising out of the Parties' relationship, the cessation of this relationship, including
28 but not limited to those claims arising out of or relating to (i) Plaintiff's performance and reputation,

(ii) harassment, (iii) discrimination, (iv) retaliation, and (v) any Claims arising under the Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, and any other applicable state or federal law which took place prior to the Effective Date. Except for any rights created by this agreement, this General Release is intended to be interpreted as broadly as possible and to apply to any and all claims available to Plaintiff in any forum, including, but not limited to, any claims for unpaid wages, expense reimbursement, unpaid penalties or premiums, liquidated damages, class or representative actions governing employment (to the fullest extent allowed by applicable law), constructive termination, negligent or intentional infliction of emotional distress, harassment, discrimination, wrongful termination, negligence, breach of contract, breach of the covenant of good faith and fair dealing, promissory estoppel, fraud, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, libel, slander, personal injury; assault, battery, invasion of privacy, false imprisonment, conversion, disability benefits, claims under Labor Code section 132(a), violation of any provision of federal or state law governing employment, and any claim for attorneys' fees or costs. All such claims are forever barred by this Agreement. However, this release shall not apply to claims for workers' compensation benefits or unemployment insurance benefits or any other claims that Plaintiff cannot, by statute, lawfully waive by this Agreement.

e. Net Settlement Amount: After deducting PAGA Counsel's Attorneys' Fees and Costs, Plaintiff's Service Award, and Settlement Administration Costs from the Gross Settlement Amount, the remaining amount will comprise the Net Settlement Amount. The Net Settlement Amount is comprised of the LWDA Payment and the PAGA Aggrieved Employee Payment. The Net Settlement Amount of approximately \$77,333.34 shall be allocated 75% to the LWDA Payment, which is estimated to total \$58,000.00 ($\$77,333.34 \times 75\%$). The remaining 25% of the Net Settlement Amount, estimated to total \$19,333.34 ($\$77,333.34 \times 25\%$), shall be allocated

1 to the PAGA Aggrieved Employee Payment to be paid to the Aggrieved Employees on a *pro rata*
2 basis as noted below, which shall be referred to as the Aggrieved Employee's "**Individual PAGA**
3 **Payment.**"

4 f. Taxes and Reporting: The Individual PAGA Payments will be treated as non-
5 wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS
6 Form 1099.

7 31. **Release By PAGA Members**

8 a. PAGA Members Limited Release. Each PAGA Member (including Plaintiff)
9 shall, for the Covered Period, fully release and forever discharge Defendants from any and all claims
10 for PAGA penalties that were asserted pursuant to Labor Code Section 2699 for civil penalties
11 (excluding wages) in Plaintiff's PAGA Notice, filed on March 8, 2021, and specifically the Released
12 Claims described above.

13 b. No Claims Based On Agreement. No Aggrieved Employee will have any
14 claim against any of the Released Parties, Defendants' counsel, the Representative Plaintiff, or
15 PAGA Counsel, based on errors in administering claims or performing the mailing and skip-tracing
16 requirements of the Settlement Administrator under this Agreement.

17 32. **Settlement Funding**

18 Subject to Court approval of the Settlement, payment shall be made to the administrator
19 within 14 days of Court approval (assuming that the LWDA has not intervened or indicated in
20 anyway that it intends to intervene in the settlement). If the LWDA has intervened, or indicated that
21 it may intervene, payment will be due 14 days after any such intervention is resolved, or the LWDA
22 indicates that it is no longer going to intervene in the Action.

23 33. **PAGA List.**

24 Within 30 days after the Effective Date, Defendants will compile a PAGA Member list
25 containing: (1) name; (2) last known home address and telephone number; (3) number of pay periods
26 as a PAGA Member during the Covered Period; and (4) social security number. The PAGA
27 Members shall receive a pro rata share of the 25 percent of the PAGA Penalties Payment allocated
28 to PAGA Members, which will be calculated using a ratio of (a) the number of weeks worked by

1 the PAGA Member during the Covered Period to (b) the total number of weeks worked by all PAGA
2 Members during the Covered Period.

3 34. **List Of Individual Settlement Amounts.**

4 Within 10 days after the Settlement Administrator receives the PAGA List, the Settlement
5 Administrator will provide to PAGA Counsel and Defendants' counsel a Proceeds List reflecting
6 the Individual PAGA Payment for each Aggrieved Employee ("**Proceeds List**"). The Proceeds List
7 provided to PAGA Counsel will not include the Aggrieved Employees' names, social security
8 numbers or contact information.

9 35. **PAGA Payments to Aggrieved Employees.**

10 a. On the Payment Date (within 14 days after funding), the Settlement
11 Administrator will mail to each Aggrieved Employee, via first-class United States Mail, the
12 following: (a) the PAGA Settlement Notice in English and Spanish, attached as Exhibit A to
13 this Agreement and (b) their Individual PAGA Payment (collectively, the "**PAGA Packet**").

14 b. Prior to mailing, the Settlement Administrator will update all addresses using
15 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
16 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
17 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
18 the Settlement Administrator will promptly conduct a "standard search," sometimes called, "Skip
19 Trace" or "Credit Header" searches, to locate a better address. If a better address is found, the
20 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
21 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
22 Administrator, Defendants, or PAGA Counsel shall be required to take further action.

23 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
24 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee's
25 check is not cashed within that period, the settlement payment check will be voided and a stop-
26 payment will be issued. Neither Defendants, Defendants' counsel, Plaintiff, nor PAGA Counsel
27 will have any liability for lost or stolen settlement payment checks, forged signatures on settlement
28 payment checks, unauthorized negotiation of settlement payment checks or failure to timely cash a

1 settlement payment check within the 180 day period.

2 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
3 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
4 transmitted to California State Controller's Office for Unclaimed Property in the name of each
5 Aggrieved Employee who failed to cash their Individual PAGA Payment prior to the void date.

6 36. **Payments Of Attorneys' Fees And Costs, and the LWDA Settlement Payment.**

7 a. On the Payment Date, the Settlement Administrator will pay from the Gross
8 Settlement Amount to PAGA Counsel its Court-approved Attorneys' Fees and Costs.

9 b. On the Payment Date, the Settlement Administrator will pay the LWDA
10 Payment from the Net Settlement Amount by issuing a check payable to "California Labor
11 Workforce and Development Agency."

12 37. **Deadlines.**

13 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
14 the deadline will be automatically extended to the next regular business day. Unless specified
15 otherwise, all references to "days" shall mean calendar days.

16 38. **Enforcement and Continuing Jurisdiction of the Court.**

17 Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court
18 and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
19 Even after the entry of the Final Order and Judgment, this Court will have and retain continuing
20 jurisdiction over the Action and over all Parties and the Aggrieved Employees, to the fullest extent
21 necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement
22 and all matters provided for in it, and to interpret it.

23 39. **Mutual Full Cooperation.**

24 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
25 Agreement, including, but not limited to, execution of such documents and taking such other action
26 as may be reasonably necessary or convenient to implement it.

27 40. **Non-Admission Of Liability.**

28 The Parties enter into this Agreement to resolve the dispute that has arisen between them

1 and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement,
2 Defendants do not admit, and specifically deny, that they have violated any federal, state, or local
3 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
4 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any
5 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action.
6 Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected
7 with it, shall be construed as an admission or concession by Defendants of any such violations or
8 failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
9 of this Agreement, this Agreement and its terms and provisions shall not be offered or received as
10 evidence in any action or proceeding to establish any liability or admission on the part of Defendants
11 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
12 federal, state, local or other applicable law.

13 41. **Effective Date Of Defendants' Obligations Under This Agreement.**

14 Defendants' obligations under this Settlement Agreement will become final and effective
15 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
16 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
17 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
18 In such event, neither this Agreement nor any negotiations leading to this Settlement will be used
19 or construed by or against any Party as a determination, admission, or concession of any issue of
20 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
21 respective rights regarding the prosecution and defense of the Action, including all available
22 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
23 existed.

24 42. **Nullification.**

25 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
26 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
27 or declared or rendered void as to any material term as defined above, then (a) the Settlement
28 Agreement shall become null and void; (b) the Parties will revert to their respective positions

1 immediately prior to reaching the settlement; and (c) Defendants will be responsible for any
2 Settlement Administration Costs.

3 43. **Invalidation.**

4 Invalidation of any material term of this Settlement Agreement will invalidate this
5 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
6 provisions will remain in full force and effect.

7 44. **Confidentiality/No Publicity.**

8 Prior to filing the Joint Stipulation for Settlement Approval, Plaintiff and his attorneys will
9 not issue any press or other media releases or have any communication with the press or media or
10 anyone other than family members, clients, Settlement Group Members, financial advisors, retained
11 experts, and vendors related to settlement administration, regarding the Settlement. If, before the
12 filing of the Joint Stipulation for Settlement Approval, Plaintiff or his attorneys disclose to any
13 unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement
14 except as required by law or to effect the Settlement, Defendants at their option may rescind the
15 Settlement, rendering it null and void.

16 45. **Entire Agreement.**

17 This Settlement Agreement constitutes the entire integrated agreement between the Parties
18 relating to the Action, and no oral representations, warranties, or inducements have been made to
19 any party concerning this Settlement Agreement other than the representations, warranties, and
20 covenants contained and memorialized in this Settlement Agreement.

21 46. **Authorization To Act.**

22 PAGA Counsel warrants and represents that they are authorized by the Representative
23 Plaintiff, and counsel of record for Defendants warrants that they are authorized by Defendants, to
24 take all appropriate action required or permitted to be taken by such Parties pursuant to this
25 Settlement Agreement to effectuate its terms, and to execute any other documents required to
26 effectuate the terms of this Settlement Agreement, except for any documents, including but not
27 limited to this Settlement Agreement, that are required to be executed by the Parties.

28 47. **Modification Only In Writing.**

1 This Settlement Agreement may be amended or modified only by a written instrument signed
2 by all Parties or their successors in interest.

3 48. **Binding On Successors.**

4 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
5 Agreement, as well as their respective attorneys, past, present, and future predecessors, successors,
6 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
7 fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or
8 affiliated entities.

9 49. **No Prior Assignments.**

10 The Aggrieved Employees are deemed by operation of the Final Order and Judgment to
11 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
12 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
13 liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

14 50. **Governing Law.**

15 All terms of this Settlement Agreement will be governed by and interpreted according to the
16 laws of the State of California, without giving effect to conflicts of laws principles.

17 51. **Counterparts.**

18 This Settlement Agreement may be executed in one or more counterparts. All executed
19 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
20 Parties will exchange among themselves signed counterparts.

21 52. **Headings For Convenience Only.**

22 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
23 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

24 53. **Construction Of This Agreement.**

25 The Parties agree that the terms and conditions of this Settlement Agreement are the result
26 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
27 construed in favor of or against any Party by reason of the extent to which any Party, or his or its
28 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the

1 entire agreement between the Parties. Except as expressly provided in this Agreement, this
2 Settlement Agreement has not been executed in reliance upon any other oral or written
3 representations or terms and no such extrinsic oral or written representations or terms will modify,
4 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
5 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
6 Procedure section 1856(a), which provide that a written agreement is to be construed according to
7 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiff
8 and Defendants had available to them the advice and assistance of independent counsel. As such,
9 neither Representative Plaintiff nor Defendants may claim that any ambiguity in this Settlement
10 Agreement should be construed against the other.

11 54. **Corporate Signatories.**

12 Any person executing this Settlement Agreement or any related document on behalf of a
13 corporate signatory warrants and promises for the benefit of all Parties that such person has been
14 duly authorized by such corporation to execute this Settlement Agreement or any related document.

15 55. **Representation By Counsel.**

16 All of the Parties hereto acknowledge that they have been represented by counsel throughout
17 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
18 has been executed with the consent and advice of counsel.

19 56. **Attorneys' Fees And Costs.**

20 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
21 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
22 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
23 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
24 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

25 //

26 //

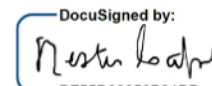
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1 **IT IS SO AGREED:**

2 Dated: 6/16/2022

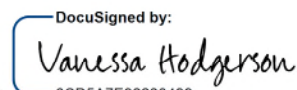
PLAINTIFF NESTOR CAMPOS

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DEFENDANT ADECCO USA, INC.

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By: _____
Its: VP, Counsel, Head of Litigation

11 Dated: _____

DEFENDANT GROCERY DELIVERY E-SERVICES USA, INC. dba HELLOFRESH

14 By: _____
15 Its: _____

16 APPROVED AS TO FORM ONLY:

17 Dated: June 16, 2022

MOON & YANG, APC



Allen Feghali
Attorneys for Plaintiff

22 APPROVED AS TO FORM ONLY:

23 Dated: June 16, 2022

GORDON REES SCULLY MANSUKHANI, LLP



Mollie M. Burks
Allison Ross

Attorneys for Defendant
Adecco USA, Inc.

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Dated: _____

LEWIS BRISOBOIS BISGAARD & SMITH,
LLP

Derek Sachs

Attorneys for Defendant
Grocery Deliver E-Services, Inc. dba
HelloFresh

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Nestor Campos

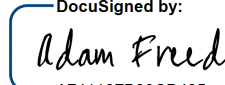
Dated: _____

DEFENDANT ADECCO USA, INC.

By: _____
Its: _____

Dated: _____

DEFENDANT GROCERY DELIVERY E-SERVICES USA, INC. dba HELLOFRESH

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By: Adam Freed, Esq.
Its: Senior Employment Counsel

APPROVED AS TO FORM ONLY:

Dated: 6/21/2022 _____

MOON & YANG, APC

Allen Feghali
Attorneys for Plaintiff

APPROVED AS TO FORM ONLY:

Dated: _____

GORDON REES SCULLY MANSUKHANI, LLP

Mollie M. Burks
Allison Ross

Attorneys for Defendant
Adecco USA, Inc.

1 Dated: June 15, 2022

LEWIS BRISBOIS BISGAARD & SMITH,
LLP



Derek Sachs
Attorneys for Defendant
Grocery Deliver E-Services, Inc. dba
HelloFresh

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EXHIBIT A

[CLAIMS ADMINISTRATOR LETTERHEAD]

Mailing Date

NOTICE OF SETTLEMENT

Re: Nestor Campos v. Adecco USA, Inc., et al., Contra Costa County Superior Court, Case No. C21-00473 filed on March 9, 2021 (the "Lawsuit")

[claims admin info]

You have received the enclosed check in connection with the Settlement of the above-referenced lawsuit brought by a former employee Nestor Campos ("Plaintiff") against ADECCO USA, INC. ("Adecco") and GROCERY DELIVERY E-SERVICES USA, INC. dba HELLOFRESH ("HelloFresh") for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA").

Plaintiff claimed he and other non-exempt employees of Defendants employed anytime from March 9, 2020 through [DATE] were subjected to various Labor Code violations.

Adecco and HelloFresh deny, all allegations and liability, but to avoid further time and expense of protracted and uncertain litigation, Adecco, HelloFresh and Plaintiff have agreed to settle the lawsuit for civil penalties. The settlement, approved by the Court on [DATE], resolves the alleged claims brought on behalf of all past and present non-exempt hourly employees of Adecco who worked at a HelloFresh site in California at any time from March 9, 2020 and [DATE] ("PAGA Group").

Pursuant to the Court's Order, a payment of \$170,000.00 was approved in settlement of this lawsuit. Upon the date of entry of that Order approving this Settlement, and payment of all funds due under this Settlement, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims defined as all claims for relief under PAGA, of whatever kind or nature, whether known or unknown, arising during the Covered Period, based on the facts alleged by Plaintiff in the Action and Plaintiff's notice letter to the LWDA including, but not limited to, Labor Code sections 201, 201.3, 202, 203, 204, 205.5, 218, 218.6, 226, 226.3, 226.7, 246, 256, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and the applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs under PAGA. The release does not extend to any individual claims.

After accounting for Plaintiff's Counsel's attorneys' fees of \$56,666.67 and reimbursement of litigation costs of \$ [REDACTED], settlement administration costs of \$ [REDACTED], and \$8,000.00 as a service award and individual settlement Plaintiff, the remaining sum called the "PAGA Payment" will be divided pursuant to California law as follows: \$ [REDACTED] (75%) to the State of California Labor Workforce Development Agency and \$ [REDACTED] (25%) to all PAGA Group employees to be shared on a proportionate basis. The enclosed check represents your share based upon the number of Pay Periods you worked any time during the period from March 9, 2020 and [DATE] ("PAGA Period"). An IRS 1099 form is enclosed. You will be solely responsible for paying federal, state, or local taxes, if any, on the amount of your check.

Regardless of whether you negotiate the enclosed check, by way of this Settlement and the corresponding Final Order, for the PAGA Period, each PAGA Settlement Employee shall fully release Adecco and HelloFresh for all claims for civil penalties under PAGA as alleged in the LWDA Letter and Plaintiff's Operative Complaint filed in this Action or reasonably could have been asserted under Labor Code § 2698 et seq. based upon the facts alleged in the LWDA Letter and Plaintiff's Complaint filed in this Matter.

Your enclosed check is valid for 180 days from the date of its issuance. ***It is strongly recommended that you cash or deposit this check immediately.*** After that date, you cannot cash the check and it will be null and void and the amount forwarded to the State of California Controller's Office Unclaimed Property Division for further handling. **Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the Lawsuit, including all claims set forth in the release of claims described above.**

If the check is lost or misplaced, please contact the Administrator immediately, [xxx-xxx-xxxx] to have it reissued. If you have any questions about your check, please contact the [insert administrator information].