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MARATHON PACKING CORPORATION
11

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF ALAMEDA

14 IRIA JIMENEZ SANDOVAL, on behalf of
herself and all others similarly aggrieved
15 employees,

16 Plaintiff,

17 v.

18 MARATHON PACKING CORPORATION, a
California Corporation; and DOES 1-50,
19 inclusive,

20 Defendants.
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Case No.: RG21115325

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Plaintiff IRIA JIMENEZ SANDOVAL's ("Plaintiff"), individually, and on behalf of all members of the Settlement Class (as defined herein), and Defendant MARATHON PACKING CORPORATION ("Defendant") hereby enter into this Class and Representative Action Settlement Agreement ("Settlement") as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. "Action" refers to the lawsuit entitled *Iria Jimenez Sandoval v. Marathon Packing Corporation*, Alameda Superior Court Case No. RG21115325.
2. "Class" and "Class Members" are all persons who were employed by Defendant as a non-exempt or hourly employee in California at any time during the Class Settlement Period.
3. "Class Counsel" refers to Work Lawyers, PC.
4. "Class Settlement Fund" is the Gross Fund Value, less the PAGA Fund, court-approved attorneys' fees and costs, settlement administration costs, and the Enhancement Payment.
5. "Class Settlement Period" refers to the period from October 8, 2017 through the date of preliminary approval of the Settlement.
6. "Defense Counsel" refers to Seyfarth Shaw LLP.
7. "Effective Date" of the Settlement shall mean the date upon which both of the following have occurred: (i) approval of the settlement is granted by the Superior Court of California for the County of Los Angeles, or other court assuming jurisdiction of this matter, and (ii) the Court's judgment approving the settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court's judgment, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the judgment. If a timely Objection to Settlement is filed (including an objection from the LWDA), "Effective Date" shall be the later of: (a) the date on which the time for all appeals relating to Objections to Settlement and the Final Approval Order has expired; or (b) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its

1 decision denying any petition (where the immediately lower court affirmed the judgment) or affirming
2 the judgment. Provided, however, if the California Labor & Workforce Development Agency has
3 commenced an investigation or issued a Citation prior to the Effective Date, as determined under the
4 foregoing definition, the Effective Date will be extended to the date that the LWDA concludes its
5 investigation or resolves the Citation (whichever is later), or if the LWDA objects to the Settlement, the
6 date when the LWDA's objection to the Settlement is resolved and no longer appealable.

7 8. "LWDA Payment" refers to the \$22,500 of the PAGA Fund that will be payable to the
8 Labor Workforce and Development Agency as the LWDA's share of the settlement of civil penalties
9 paid under this Agreement pursuant to the Private Attorneys General Act of 2004 ("PAGA") on behalf
10 of the PAGA Group.

11 9. "PAGA Fund" refers to an amount not to exceed \$30,000, which shall include the LWDA
12 Payment and PAGA Settlement Fund. The PAGA Fund, LWDA Payment, and PAGA Settlement Fund
13 shall be paid out of the Gross Fund Value.

14 10. "PAGA Group" and "PAGA Group Members" are all persons who were employed by
15 Defendant as a non-exempt or hourly employee in California at any time during the PAGA Settlement
16 Period.

17 11. "PAGA Settlement Fund" refers to the \$7,500 of the PAGA Fund that will be distributed
18 to the PAGA Group.

19 12. "PAGA Settlement Period" refers to the period from April 28, 2020 through the date of
20 preliminary approval of the Settlement.

21 13. "Parties" collectively refers to Plaintiff and Defendant.

22 14. "Releasees" refers to Defendant and all of its present and former parent companies,
23 subsidiaries, affiliates, related companies and joint ventures, and all of their officers, directors,
24 employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and
25 any other persons acting by through, under or in concert with any of them.

26 15. "Settlement Class" and "Settlement Class Members" refer to all Class Members who do
27 not timely and properly opt out of the Settlement.
28

II. RECITALS

A. On or about October 8, 2021, Plaintiff filed a representative action complaint in Alameda County Superior Court, Case No. RG21115325, naming Marathon Packing Corporation as the defendant. The representative action complaint alleged a claim under the Private Attorneys General Act of 2004 (“PAGA”). On October 26, 2022, Plaintiff filed a First Amended Complaint adding class claims alleging failure to pay minimum and straight time wages; failure to pay overtime compensation; failure to provide meal periods; failure to authorize and permit rest breaks; failure to timely pay wages during employment; failure to timely pay final wages at termination; failure to provide accurate itemized wage statements; and violation of California’s Unfair Competition Law pursuant to Business & Professions Code sections 17200, *et seq.*

B. The Parties participated in a full-day of mediation with mediator Tripper Ortman on August 1, 2022. With the assistance of the mediator, the Parties reached a settlement, which included the material terms contained in this Settlement.

C. Based on their investigation and evaluation of this case, Class Counsel has concluded that the settlement described in this Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, defenses asserted by Defendant, adverse findings regarding liability, and numerous potential appellate issues.

D. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out the terms of this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of evidence of any unlawful conduct, fault, wrongdoing or liability whatsoever.

E. The Parties now desire to fully, finally, and forever settle, compromise, and discharge the claims released in Paragraph VI of this Settlement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the parties agree as follows:

1 **III. NON-ADMISSION OF LIABILITY**

2 A. By entering into this Settlement, Defendant, on behalf of itself and all Releasees, denies
3 any liability for any of the claims in the Action as well as any potential or unknown claims based on
4 wage and hour violations under state or federal law.

5 B. Defendant specifically denies that it or any of the Releasees has engaged in any unlawful
6 or wrongful conduct against Plaintiff or the Class.

7 C. Defendant further contends that, for purposes other than settlement, the Action is not
8 appropriate for class or representative action treatment.

9 **IV. STIPULATION TO CLASS CERTIFICATION SOLELY FOR PURPOSES OF THE**
10 **SETTLEMENT**

11 A. This Settlement is contingent upon approval of class certification under California Code
12 of Civil Procedure Section 382 by the Court of the Class for settlement purposes only. Defendant does
13 not waive, and instead expressly reserves, its right to challenge the propriety of class certification for
14 any other purpose should the Court not approve the Settlement.

15 B. The Parties stipulate to class certification for purposes of the Settlement only. If the Court
16 does not grant preliminary and final approval of the Settlement, the Parties will not stipulate to class
17 certification, and the Parties will resume litigation as if no settlement had been reached.

18 C. Evidence of this limited stipulation for settlement purposes only will not be deemed
19 admissible for any purpose in this or any other proceeding.

20 D. Defendant submits that, for any purpose other than settling this Action, this matter is not
21 appropriate for class or representative action treatment and that evidence of this limited stipulation for
22 settlement purposes only will not be deemed admissible for any purpose in this or any other proceeding.
23 Defendant's position is that if this matter were to be litigated, class certification would be inappropriate,
24 *inter alia*, because individual issues predominate as to each of the claims alleged in the Action.

25 **V. TERMS OF SETTLEMENT**

26 A. Gross Fund Value

27 1. Defendant shall pay a settlement payment in a total amount not to exceed
28 \$415,000 (the "Gross Fund Value"). The Gross Fund Value shall include all payments made to

1 Settlement Class Members for wages (including overtime), penalties, interest, and liquidated damages;
2 attorneys' fees and costs; the PAGA Fund; costs of settlement administration; and the enhancement
3 payment to Plaintiff. The Parties stipulate that beyond the Gross Fund Value, and with the exception of
4 Defendant's portion of employer taxes and contributions mandated by law, Defendant shall not owe any
5 further monies to the Settlement Class to resolve the Action and the Released Claims.

6 2. It is estimated that there are 144 putative class members who collectively worked
7 up to 8,918 pay periods during the Class Period. If the actual number of work weeks increases by ten
8 percent (10%) or more, Defendant shall either (1) increase the Global Settlement Amount on a
9 proportional basis, or (2) back the release date up to where the work weeks are 10% or less. In the event
10 the number of work weeks worked increases by more than 10%, or 892 work weeks worked, and
11 Defendant elects to increase the Global Settlement Amount on a proportional basis, then the Global
12 Settlement Amount shall be increased proportionally by the pay periods in excess of 9,810 multiplied by
13 the work week value. The work week value shall be calculated by dividing the Global Settlement
14 Amount by 8,918. The Parties agree that the work week value amounts to and the settlement amounts to
15 \$46.53 per pay period ($\$415,000 / 8,918$ pay periods). Thus, for example, should there be 11,000 work
16 weeks in the Period, then the Global Settlement Amount shall be increased by \$55,370.70 (11,000
17 workweeks – 9,810 workweeks x \$46.53/pay period).

18 B. Attorneys' Fees and Costs

19 1. Class Counsel shall request that the Court approve an award of attorneys' fees in
20 an amount not to exceed one-third of the Gross Fund Value and costs not to exceed \$20,000 upon proof
21 of receipt. Defendant will not oppose this request. Attorneys' fees and costs shall be paid out of the
22 Gross Fund Value subject to approval by the Court.

23 2. The Court's approval of fees and costs requested by Class Counsel is not a
24 material term of the Settlement. If the Court does not approve or approves only a lesser amount than that
25 requested by Class Counsel for attorneys' fees or costs, the other terms of the Settlement shall still
26 apply. The Court's refusal to approve the attorneys' fees or costs award requested by Class Counsel does
27 not give Plaintiff or Class Counsel any basis to abrogate the Settlement. Any amount of an attorneys'
28

1 fees and costs award requested by Class Counsel but unapproved by the Court shall be allocated to the
2 Class Settlement Fund.

3 C. Enhancement Payment to Plaintiff

4 1. Class Counsel will request that the Court approve an Enhancement Payment to
5 Plaintiff in an amount not to exceed \$10,000. Distribution of this Enhancement Payment shall be made
6 at the discretion of Class Counsel and the Court. Defendant will not oppose any request for an
7 Enhancement Payment to Plaintiff in an amount not to exceed \$10,000. The Enhancement Payment to
8 Plaintiff shall be paid out of the Gross Fund Value subject to approval by the Court.

9 2. The Enhancement Payment shall be allocated as 1099 income, which will not be
10 subject to payroll taxes and withholdings and will be reported on an IRS 1099 Form.

11 3. Plaintiff will be responsible for correctly characterizing the Enhancement
12 Payment for tax purposes and for paying any taxes owing on said amount.

13 4. The Court's approval of the Enhancement Payment is not a material term of the
14 Settlement. If the Court does not approve or approves an Enhancement Payment that is less than the
15 amount requested by Plaintiff, the other terms of the Settlement shall still apply. The Court's refusal to
16 approve the Enhancement Payment requested by Plaintiff does not give Plaintiff or Class Counsel any
17 basis to abrogate the Settlement. Any Enhancement Payment amount requested by Plaintiff but
18 unapproved by the Court shall be allocated to the Class Settlement Fund.

19 D. PAGA Fund

20 The PAGA Fund shall not exceed \$30,000, and Class Counsel shall request that the Court
21 approve an LWDA Payment not to exceed \$22,500 that shall be paid from the PAGA Fund. Class
22 Counsel shall request that the Court approve a PAGA Settlement Fund not to exceed \$7,500 that shall be
23 paid from the PAGA Fund for distribution to the PAGA Group Members. The PAGA Fund, which
24 includes both the LWDA Payment and PAGA Settlement Fund, shall be paid out of the Gross Fund
25 Value.

26 E. Settlement Administration Fees and Costs

27 The Parties have selected Phoenix Settlement Administrators to be the third-party administrator
28 ("Settlement Administrator") to disseminate the Notice of Class Action Settlement ("Class Notice"),

handle the Class Data, update Class Members' mailing addresses before the initial mailing of the Class Notice, calculate the pro rata portion of the Class Settlement Fund that each Settlement Class Member would be entitled to receive under the Settlement ("Individual Class Settlement Share"), calculate the pro rata portion of the PAGA Settlement Fund that each PAGA Group Member would be entitled to receive under the Settlement ("Individual PAGA Settlement Share"), prepare declarations regarding the settlement administration, provide weekly status reports, resolve disputed claims, establish a Qualified Settlement Fund account pursuant to Section 468B(g) of the internal Revenue service Code, issue settlement checks, void uncashed settlement checks, submit sums represented by uncashed checks to the *cy pres* entity, calculate the employer's share of taxes and contributions mandated by law in connection with the wage portion of Individual Class Settlement Shares, and issue to Settlement Class Members forms W-2 (for the wage portion of Individual Class Settlement Shares) and forms 1099 (for the non-wage portion of Individual Class Settlement Shares and Individual PAGA Settlement Shares) for all amounts paid under this Settlement. The Settlement Administrator shall furnish its own Employer ID Number and calculate all settlement checks and payroll deductions and withholdings required under law based on information that will be confidentially furnished by Defendant.

F. Employer's Portion of Payroll Taxes

Defendant's portion of employer taxes and contributions mandated by law (e.g., FICA, FUTA, etc.) on that portion of the Individual Class Settlement Share allocated to wages will be paid in addition to the Gross Fund Value.

G. Class Settlement Fund

After deducting the Court-approved sums for the Plaintiff's enhancement payment, Class Counsel's attorneys' fees and costs, the PAGA Fund, and settlement administration costs from the Gross Fund Value, the remaining balance ("Class Settlement Fund") will be distributed to Settlement Class Members on a proportionate basis as described below without the need to return a claim form.

VI. CLAIMS RELEASED BY THIS SETTLEMENT

A. Claims Released by the Class and Plaintiff

1. Upon the final approval by the Court of the Settlement and payment by Defendant of all funds due under this settlement, and except as to the right to enforce the terms and conditions of

the Settlement, all Class Members who have not opted-out of the Settlement shall fully release Defendant and Releasees from any and all claims that were pled or could have been pled, based on, or which arise out of the facts alleged in the complaints in the Action, arising during the Class Settlement Period. This includes known and unknown claims arising under California Labor Code sections 201-204, 207, 210, 221-224, 226, 226.3, 226.6, 226.7, 510, 1174, 1194, 1197, 1197.1, 1198-1199, 2802, 2810.5, the applicable IWC Wage Order, and the California Unfair Competition Law, Business and Professions Code section 17200 *et seq.* (“Released Class Claims”).

2. Upon the final approval by the Court of this settlement, and except as to the right to enforce the terms and conditions the settlement, all Class Members who have not submitted a valid Request for Exclusion Form will fully release Defendant and Releasees from the Released Class Claims.

3. Except as otherwise provided in this Settlement, the Parties stipulate that Defendant shall not owe any further monies to the Settlement Class based upon the claims made in the Lawsuit.

B. Claims Released by the PAGA Group

Upon the final approval by the Court of the Settlement, each PAGA Group Member will release Defendant and Releasees of all claims under PAGA that were pled or could have been pled, based on, or which arise out of the facts alleged in the operative complaint and notice filed with the LWDA during the PAGA Settlement Period. This includes, but is not limited to PAGA claims based on California Labor Code sections 201-204, 207, 210, 221-224, 226, 226.3, 226.6, 226.7, 510, 1174, 1194, 1197, 1197.1, 1198-1199, 2802, 2810.5, and the applicable IWC Wage Order (“Released PAGA Claims”). Every PAGA Group Member will fully release the Released PAGA Claims regardless of their decision to participate in the class settlement.

VII. NOTICE TO SETTLEMENT CLASS MEMBERS

A. Defendant shall provide the Settlement Administrator within thirty (30) days of preliminary approval with a list containing the names, employee identification numbers, last known addresses, number of workweeks worked during the Class Settlement Period, number of pay periods worked during the PAGA Settlement Period, and Social Security Numbers (“Class Data”). This information is being provided confidentially to the Settlement Administrator only, and the Settlement

1 Administrator shall treat the information as private and confidential and take all necessary precautions to
2 maintain the confidentiality of contact information of the Class. The Settlement Administrator shall not
3 share the Class information with any other Party or counsel for any of the Parties. This information is to
4 be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

5 B. The Settlement Administrator will send the Class Notice to each Class Member by First
6 Class U.S. Mail within twenty-one (21) days of receipt of the Class Data.

7 C. To provide the best notice practicable, any Class Notice returned to the Settlement
8 Administrator as non-deliverable with an updated mailing address affixed shall be sent by First Class
9 U.S. Mail to the forwarding address affixed thereto. If a Class Notice is returned as undeliverable
10 without a forwarding address affixed thereto, the Settlement Administrator shall attempt to locate a
11 current mailing address for the Class Member by skip tracing using the Class Member's Social Security
12 Number and will mail the Class Notice to the updated address identified. If no current address can be
13 located, the Class Notice for that individual will be deemed undeliverable. If a Class Member cannot be
14 located within two attempts at mailings by the Settlement Administrator, the Class Notice for that
15 individual will be deemed undeliverable and the Class Member will remain bound by the Settlement.

16 D. On the remailing of Class Notices by the Administrator to an updated mailing address,
17 the Settlement Administrator shall keep a record of the postmark mailing dates such remailed Class
18 Notices, and keep track of all undelivered Class Notices.

19 **VIII. COMPUTATION AND DISTRIBUTION OF NET SETTLEMENT AMOUNT AND**
20 **CLASS COUNSEL PAYMENT**

21 A. Deposit of Gross Fund Value

22 1. The Settlement Administrator shall establish a Qualified Settlement Fund account
23 pursuant to Section 468B(g) of the Internal Revenue Service Code for the purpose of administering the
24 settlement, into which the Gross Fund Value will be deposited.

25 2. Within twenty-one (21) calendar days after the Effective Date, Defendant shall
26 deposit the Gross Fund Value into the Qualified Settlement Fund.

27 B. Formula For Calculating Individual Class Settlement Share
28

1 The portion of the Class Settlement Fund available to pay the Individual Class Settlement Shares
2 to Settlement Class Member shall be determined as follows:

3 1. Each eligible Settlement Class Member's Individual Class Settlement Share will
4 be determined based on the number of weeks he or she worked for Defendant during the Class
5 Settlement Period ("Class Workweeks"). Defendant's employment records shall be determinative for
6 purposes of calculating the number of Class Workweeks. Partial workweeks will be counted as full
7 workweeks.

8 2. Class Members who are separated from employment with Defendant as of the
9 date of preliminary approval ("Separated Settlement Class Members") will have their Class Workweeks
10 adjusted upward using a multiplier of 1.2 to account for the release of claims under California Labor
11 Code sections 201-203. The Class Workweeks calculations inclusive of the multiplier for Separated
12 Settlement Class Members is referred to as the "Enhanced Class Workweeks."

13 3. Within fourteen (14) calendar days after final approval of the Settlement, the
14 Settlement Administrator shall calculate each Settlement Class Member's Individual Class Settlement
15 Share. Individual Class Settlement Shares shall be determined by dividing the Class Settlement Fund by
16 the total number of Workweeks for all Settlement Class Members (inclusive of Enhanced Workweeks
17 for Separated Settlement Class Members), to arrive at a value per Class Workweek ("Class Workweek
18 Value"), and then multiplying each Settlement Class Member's individual Class Workweeks (inclusive
19 of the Enhanced Workweeks for Separated Settlement Class Members) by the Class Workweek Value.

20 C. Formula for Calculating PAGA Settlement Shares

21 The portion of the PAGA Settlement Fund paid to each PAGA Group Member shall be
22 determined as follows:

23 1. Each PAGA Group Member's Individual PAGA Settlement Share will be
24 determined based on the number of weeks he or she worked for Defendant during the PAGA Settlement
25 Period ("PAGA Workweeks"). Defendant's employment records shall be determinative for purposes of
26 calculating the number of PAGA Workweeks. Partial workweeks will be counted as full workweeks.

27 2. Within fourteen (14) calendar days after final approval of the Settlement, the
28 Settlement Administrator shall calculate each PAGA Group Member's Individual PAGA Settlement

Share. Individual PAGA Settlement Shares shall be determined by dividing the PAGA Settlement Fund by the total number of PAGA Workweeks for all PAGA Group Members, to arrive at a value per PAGA Workweek ("PAGA Workweek Value"), and then multiplying each PAGA Group Member's individual PAGA Workweeks by the PAGA Workweek Value.

D. Distribution of Individual Class Settlement Shares and PAGA Settlement Shares

1. The Settlement Administrator shall distribute the settlement checks containing each Settlement Class Member's Individual Class Settlement Share and each PAGA Group Member's PAGA Settlement Share within thirty (30) calendar days after the Effective Date. The Settlement Administrator shall furnish its own Employer ID Number and calculate all settlement checks and payroll deductions and withholdings required under law based on information that will be confidentially furnished by Defendant.

2. All settlement checks will expire after one hundred eighty (180) days of issuance, after which point they will be cancelled. Any settlement checks that have not been cashed, deposited, or otherwise negotiated within the 180-day period will be transmitted to Legal Service of Northern California unless otherwise ordered by the Court.

3. The Settlement Administrator shall calculate all Individual Class Settlement Shares, Individual PAGA Settlement Shares, and payroll deductions based on information that will be confidentially furnished by Defendant. The Settlement Administrator will prepare all necessary tax reporting and documentation with respect to payments made pursuant to this Agreement. The Settlement Administrator will provide the requisite IRS Forms 1099 and W2 to Settlement Class Members and PAGA Group Members with their Individual Class Settlement Shares and PAGA Settlement Shares. The tax documents shall reflect payment for the year in which payment is made pursuant to this Settlement.

4. For the pro rata portion of the Class Settlement Fund paid to Settlement Class Members, the Parties agree that, for purposes of this settlement, 80% will be allocated to 1099 income and 20% will be allocated to W-2 income and subject to withholding. For the pro rata portion of the PAGA Settlement Fund paid to PAGA Group Members, the Parties agree that, for purposes of this settlement, 100% will be allocated to 1099 income.

5. For the portion of the Individual Class Settlement Share allocated to wages, the Settlement Administrator shall be responsible for submitting the appropriate amount of the employees' and employer's share of payroll taxes and withholdings to the appropriate state and federal tax authorities.

6. None of the payments made pursuant to this Settlement will be considered for purposes of determining eligibility for, vesting or participation in, calculation of, or contributions to any welfare or benefit plans, including, without limitation, all plans, subject to ERISA. The Parties agree that these payments do not represent any modification of any employee's previously-credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy. These payments also will not be considered wages, compensation, or annual earnings for benefits in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan, employee welfare benefit plan, or other program or policy.

E. Class Counsel Payment

The Class Counsel Payment shall be distributed within thirty (30) calendar days after the Effective Date.

F. Settlement Administration Payment

Within thirty (30) calendar days after the Effective Date, the Settlement Administrator shall deduct the Court-approved sum for payment of its fee for administering the Settlement pursuant to its terms.

IX. OBJECTIONS AND OPTING OUT OF THE SETTLEMENT

A. Objections to the Settlement

1. Settlement Class Members desiring to object to the Settlement should submit written objections to the Settlement, postmarked no later than 45 calendar days after the Class Notice of Settlement is mailed. Only Settlement Class Members will be able to object to the Settlement.

2. Settlement Class Members may also appear at the Final Fairness Hearing to present any objections.

1 B. Requests to Be Excluded From the Settlement

2 1. Class Members who wish to exclude themselves from the Settlement must submit
3 a written letter seeking exclusion from the Settlement (“Request for Exclusion”). A Request for
4 Exclusion will be deemed to be timely if postmarked on or before 45 days of the initial mailing of the
5 Class Notice.

6 2. Class Members who timely submit a request for exclusion from the Settlement
7 may not also submit an objection to the Settlement as the Settlement no longer affects them.

8 3. A Request for Exclusion will exclude the Class Member from receiving an
9 Individual Class Settlement Share and that Class Member will not have released the Released Claims.
10 However, a Class Member who submits a Request for Exclusion will still remain a member of the
11 PAGA Group, will receive an Individual PAGA Settlement Share, and will release the PAGA claims in
12 Section VI.B of this Agreement.

13 C. Defendant’s Right to Revoke

14 Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement
15 within fifteen (15) calendar days after the 45-day deadline for Class Members to timely request
16 exclusion if ten percent (10%) or more of the Class Members submit timely and valid Requests for
17 Exclusion.

18 **X. SCHEDULE FOR SEEKING COURT APPROVAL AND FAIRNESS HEARING**

19 The following procedures for obtaining the Court’s approval shall be implemented with respect
20 to the Settlement, notifying the Class, and processing all benefits provided under this Settlement:

21 A. Stay of All Litigation

22 Pending preliminary and final approval of the Settlement, the Parties agree that there will be a
23 stay of all litigation activity. The parties will request that the Court, in its preliminary approval of this
24 settlement, enjoin Class Members from initiating or prosecuting any proceeding on any claim to be
25 released pursuant to this Settlement, unless and until the Class Member has opted out of the class in the
26 manner described above.

1 B. Request for Court Approval

2 Class Counsel will prepare and file a motion for preliminary approval and a motion for final
3 approval, and share a draft of the motions with Defense Counsel sufficiently prior to filing so that
4 Defense Counsel has time to provide Class Counsel with comments. Class Counsel shall seriously
5 consider in good faith Defense Counsel's comments prior to filing either motion.

6 C. Duties of the Parties Following Final Court Approval

7 Following final approval of the Settlement, Class Counsel will submit a [proposed] Final Order
8 and Judgment that is mutually agreeable to the Parties approving the Settlement, adjudicating the terms
9 thereof to be fair, reasonable and adequate, directing consummation of all terms and provisions in this
10 Settlement and without affecting the finality of the Order Granting Final Approval and Judgment,
11 allowing the Court to retain jurisdiction of all matters relating to the interpretation, administration,
12 implementation, effectuation and enforcement of the Final Approval Order and the Settlement
13 Agreement.

14 **XI. MISCELLANEOUS PROVISIONS**

15 A. Tax Treatment and Tax Indemnification

16 Defendant is not giving any tax advice in connection with the Settlement or any payments to be
17 made pursuant to this Settlement. Settlement Class Members will be responsible for correctly
18 characterizing the Individual Class Settlement Share and Individual PAGA Settlement Share for tax
19 purposes and paying taxes due, if any.

20 B. Mutual Full Cooperation

21 Plaintiff, Defendant, Class Counsel and Defense Counsel agree to fully cooperate with each
22 other to accomplish the terms of this Settlement, including, but not limited to, execution of such
23 documents and to take such other action as may reasonably be necessary to implement the terms herein.
24 The Parties agree to use their best efforts and any other efforts that may become necessary by Order of
25 the Court, or otherwise, to effectuate the terms of this Settlement.

26 C. Parties' Authority

27 The signatories hereto represent that they are fully authorized to enter into this Settlement and
28 are fully authorized to bind Plaintiff, Settlement Class, and Defendant to all terms stated herein.

1 D. Binding Nature of the Settlement

2 1. This Settlement shall be binding upon, and inure to the benefit of, the successors
3 or assigns of the Releasees. Plaintiff represents, covenants, and warrants that she has not directly or
4 indirectly, assigned, transferred, encumbered, any of the Released Claims.

5 2. This Settlement shall be admissible and subject to disclosure in any proceeding to
6 enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might apply
7 under federal or state law. Notwithstanding the foregoing, this Settlement may not be admitted into
8 evidence or used in any proceeding except an action, motion or proceeding to approve, interpret or
9 enforce the terms of this Settlement.

10 3. This Settlement may be amended or modified only by a written instrument signed
11 by Class Counsel, Plaintiff, Defense Counsel and Defendant. No rights under this Settlement may be
12 waived except in writing.

13 E. Joint Drafting of Settlement Documents

14 1. Class Counsel and Defense Counsel have arrived at this Settlement as a result of a
15 series of informed and arm's-length negotiations, taking into account all relevant factors, present and
16 potential.

17 2. This Settlement has been drafted jointly by Class Counsel and Defense Counsel
18 and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed
19 against any of the Parties.

20 3. Plaintiff and Class Counsel agree that none of the documents provided to them by
21 Defendant shall be used for any purpose other than the prosecution and Settlement of this Action.

22 F. Execution of the Settlement

23 This Settlement may be executed in one or more counterparts and by facsimile. All executed
24 copies of this Settlement and photocopies thereof shall have the same force and effect and shall be as
25 legally binding and enforceable as the original.

26 G. Waiver of Appeals

27 The Parties and their counsel agree to waive any appeals upon entry of final judgment in the
28 Action.

H. Continuing Jurisdiction

The Court shall retain continuing jurisdiction over this case to ensure the continuing implementation of the provisions of the Settlement.

I. No Undue Publicity

Neither the Plaintiff nor Class Counsel shall publicize, or cause to be publicized, directly or indirectly, the discussions resulting in or the existence of this settlement or its terms, in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, messages on the Internet, Facebook, Twitter or any other social media, Class Counsels' or any other website. Breach of this provision shall entitle Defendant in the exercise of their discretion, to nullify the Settlement at any time before final approval by the Court. Should Plaintiff or Class Counsel at any time breach this provision, Plaintiff shall forfeit to Defendant the full amount of her Enhancement Payment. Without limitation by the foregoing, Defendant also may enforce this provision through an action for injunctive relief. Plaintiff waives any obligation by Defendant to file a bond in connection with any such action.

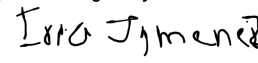
J. Disputes

Any disputes arising out of or relating to this settlement will be submitted to Tripper Ortman for mediation. The parties will split the costs of the mediator and all Parties will bear their own attorneys' fees and other costs incurred, except as otherwise provided herein in Paragraph V.B.

Dated: November __, 2022
11/2/2022

PLAINTIFF, on behalf of herself and the Class

DocuSigned by:



IRIA JIMENEZ SANDOVAL

Dated: November __, 2022

MARATHON PACKING CORPORATION.

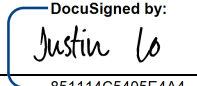
By: _____

Its: _____

APPROVED AS TO FORM:

Dated: November __, 2022
11/2/2022

WORK LAWYERS, PC

By:  _____
Justin Lo
Attorneys for Plaintiff Iria Jimenez Sandoval

Dated: November __, 2022

SEYFARTH SHAW LLP

By: _____
Daniel Whang
Attorneys for Defendant Marathon Packing Corporation