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Attorney for Plaintiff Issa Sakhel

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

ISSA SAKHEL , on behalf of himself and all
others aggrieved employees,

Plaintiff,

v.

ONE WORLD BEEF, LLC, a California
Limited Liability Company; ONE WORLD
MEAT COMPANY, LLC, a California Limited
Liability Company; OWB PACKERS, LLC, a
California Limited Liability Company;
BRANDT BEEF L.L.C., a California Limited
Liability Company; ONE WORLD CATTLE
CO., LLC, a California Limited Liability
Company; ONE WORLD VENTURES, LLC, a
California Limited Liability Company; ERIC
BRANDT, an individual; and DOES 1- 50,
Inclusive,

Defendants.

Case No.: 37-2021-00043571-CU-OE-NC

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Complaint filed: October 8, 2021
Trial date: None set

Plaintiff ISSA SAKHEL (“Plaintiff”), individually, and on behalf of all members of the Settlement Class (as defined herein), and Defendants ONE WORLD BEEF, LLC, ONE WORLD MEAT COMPANY, LLC, OWB PACKERS, LLC, BRANDT BEEF L.L.C., ONE WORLD CATTLE CO., LLC, ONE WORLD VENTURES, LLC, ERIC BRANDT (Collectively “Defendants”) 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” means Plaintiff’s lawsuit alleging wage and hour violations against Defendants pending in the Superior Court of California, County of San Diego, entitled *Issa Sakhel v. One World Beef LLC et. al.*, San Diego County Superior Court, Case No. 37-2021-00043571-CU-OE-NC.

2. “Class” and “Class Members” are composed of all current and former exempt and nonexempt employees who worked for Defendants in California during the Class Settlement Period.

3. “Class Counsel” means Justin Lo of Work Lawyers PC.

4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action, as well as costs incurred in connection with the Action. The Class Counsel Award shall be paid from the Gross Settlement Amount after Court approval.

5. “Class Settlement Fund” is the Gross Settlement Amount, less the PAGA Fund, court-approved attorney’s fees and costs, settlement administration costs, and the Enhancement Payment.

6. “Class Settlement Period” for Class Members who were employees of Defendants ONE WORLD BEEF, LLC, or ONE WORLD MEAT COMPANY, LLC refers to the time period from October 8, 2020 to June 30, 2024. “Class Settlement Period” for Class Members who were employees of Defendants OWB PACKERS, LLC or ONE WORLD VENTURES, LLC refers to the period of time from October 8, 2020 to October 6, 2021 and March 1, 2024 to June 30, 2024 (due to the settlement in *Maria Mercado v. OWB Packers, LLC, et al.* pending in San Diego Superior Court bearing Case No. 37-2022-00050243-CU-OE-CTL (“*Mercado*”) described in Section II.D., below).

7. “Class Data” means Class Member identifying information in Defendants’ possession, including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks.

8. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in the form, without material variation except as may be ordered by the Court, attached as **Exhibit A** and incorporated by reference into this Agreement.

9. “Defense Counsel” refers to Kelli Dreger and Nicole Shaffer of Jackson Lewis P.C.

10. “Effective Date” of the Settlement shall mean the date upon which all of the following have occurred: (i) this Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the notice has been given to the Settlement Class, providing them with an opportunity to dispute information contained in the Notices of Settlement Payment, to opt out of the Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Settlement Class and approving this Settlement; and (v) the later of the following events: sixty-five (65) calendar days following entry of the Court’s final order approving the Settlement; or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) calendar days following entry of the Court’s final order approving the Settlement, then when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

11. “Enhancement Payment” means the amount that the Court authorizes to be paid to Plaintiff in addition to his pro-rata share of the Settlement as a Participating Class Member, in recognition of his efforts and work in prosecuting the Action on behalf of the Class Members. Subject to the Court granting final approval of this Settlement, and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of an Enhancement Payment of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00).

12. “Final Approval” means the Court’s order granting final approval of the Settlement.

13. “Judgment” means the judgment entered by the Court based upon the Final Approval.

14. “Gross Settlement Amount” means \$450,000.00 (Four Hundred Fifty Thousand Dollars), which is the maximum total amount Defendants agree to pay under the Settlement except as provided in Section V.F. “Employer-Side Payroll Taxes” and Section V.A.3. “Escalator Clause”.

15. “Individual Class Settlement Share” means the Settlement Class Member’s pro rata share

of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Settlement Period.

16. “Individual PAGA Settlement Share” means the PAGA Employee’s pro rata share of the PAGA Settlement Payment calculated according to the number of Pay Periods worked during the PAGA Settlement Period.

17. “LWDA” means the California Labor and Workforce Development Agency, the agency to receive a share of PAGA Fund under Labor Code § 2699, subd. (i).

18. “PAGA Employees” or “PAGA Group Members” is comprised of all exempt and non-exempt employees during the PAGA Settlement Period.

19. “PAGA Settlement Period” for PAGA Employees who were employees of Defendants ONE WORLD BEEF, LLC, and ONE WORLD MEAT COMPANY, LLC refers to the time period from October 8, 2020 to June 30, 2024. “PAGA Settlement Period” for Class Members who were employees of Defendants OWB PACKERS, LLC and ONE WORLD VENTURES, LLC refers to the period of time from October 8, 2020 to October 6, 2021 and March 1, 2024 to June 30, 2024 (due to the settlement in *Mercado*).

20. “PAGA Fund” means Forty Thousand Dollars (\$40,000.00), the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Settlement Payment (\$10,000.00), and 75% to the LWDA Payment (\$30,000.00) in settlement of PAGA claims.

21. “Participating Class Member” means any Settlement Class Member who does not opt out of the Settlement by submitting a valid and timely Request for Exclusion.

22. “LWDA Payment” means the 75% (\$30,000.00) of the PAGA Fund that will be payable to the LWDA pursuant to the Private Attorneys General Act of 2004 (“PAGA”) § 2699, subd. (i).

23. “PAGA Settlement Payment” means 25% (\$10,000.00) of the PAGA Fund that will be distributed to the PAGA Employees.

24. “Net Settlement Amount” means the Gross Settlement Amount, less the PAGA Fund, Class Counsel’s attorney’s fees and costs, Settlement Administration Costs, and the Service Award.

25. “Parties” collectively refers to Plaintiff and Defendants.

26. “Released Parties” means Defendants and each of its past, present, and future officers,

directors, employees, agents, representatives, principals, accountants, auditors, attorneys, insurers, reinsurers, investors, shareholders, consultants, parent companies, acquirers, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures.

27. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

28. “Settlement” means the disposition of the Action pursuant to this Agreement.

29. “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement, not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00).

30. “Settlement Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

31. “Settlement Class” and “Settlement Class Members” means Participating Class Members and PAGA Employees.

32. “Workweeks” means the number of weeks during which a Class Member worked for Defendant during the Settlement Period.

33. “Pay Periods” means the number of pay periods during which a PAGA Employee worked for Defendants during the PAGA Settlement Period.

II. RECITALS AND CONDITIONS PRECEDENT

A. On or about April 23, 2021, Plaintiff filed a notice of violation with the Labor and Workforce Development Agency (“LWDA”) against Defendants alleging various violations including (1) failure to pay for all compensable time worked including wages at the correct rate of pay, unpaid minimum and overtime wages, and straight time wages; (2) failure to provide meal periods and meal period premiums; (3) failure to permit rest periods and pay rest period premiums; (4) failure to timely pay wages during employment; (5) failure to provide accurate itemized wage statements; (6) failure to maintain accurate records; and (7) failure to reimburse necessary expenditures. The LWDA case number is LWDA-CM-830111-21.

B. On or about October 8, 2021, Plaintiff filed this instant representative PAGA action Complaint in the San Diego County Superior Court, Case No. 37-2021-00043571 against Defendants

1 alleging a cause of action under California Private Attorneys General Act of 2004 (“PAGA”) predicated
2 on the following alleged wage and hour violations: (1) failure to provide meal periods and to pay meal
3 premium pay at regular rate of pay for missed or improper meal periods; (2) failure to provide rest breaks
4 and to pay premium pay at regular rate of pay for missed or improper rest breaks; (3) failure to provide
5 complete and accurate wage statements; (4) failure to pay overtime wages; (5) failure to pay minimum
6 wages; (6) failure to timely pay wages during employment; (7) failure to pay all wages due to discharged
7 and quitting employees; and (8) failure to reimburse business expenses.

8 C. The Parties attended a full-day mediation with Todd Smith, Esq on November 30, 2023
9 however were not able to reach a settlement.

10 D. In the meantime, the Defendants reached a settlement in a related class action matter,
11 *Mercado* in which Ms. Mercado sought to represent all non-exempt employees of Defendants OWB
12 Packers, LLC (“OWBP”) and One World Ventures, LLC (“OWV”) from December 15, 2018 to the
13 present. *Mercado* also included a PAGA claim. Thus, the settlement in *Mercado* -- preliminarily
14 approved by the Court on March 29, 2024 – causes all non-exempt employees of Defendants OWBP and
15 OWV to release PAGA claims from October 7, 2021 through February 29, 2024.

16 E. The Parties attended a second mediation with Gig Kyriacou Esq. on March 26, 2024. With
17 the assistance of the mediator, the Parties reached a settlement, which included the material terms
18 contained in this Settlement.

19 F. On or about September 30, 2024 Plaintiff filed an amended notice of violation with the
20 Labor and Workforce Development Agency (“LWDA”) against Defendants alleging violations of
21 California Labor Code sections 200, 206, 218, 218.5, 218.6, 221, 223, 256, 500, 516, 1182, 1182.11,
22 1182.12, 1193.6, and 1199.

23 For purposes of this Settlement only, no sooner than 65 days after Plaintiff filed the amended noticed
24 identified in Section II.F., above, and no later than 90 days after Plaintiff filed the amended noticed
25 identified in Section II.F., the Parties will stipulate to filing an operative First Amended Complaint, adding
26 the following class claims for all nonexempt and exempt Class Members: failure to keep accurate and
27 complete time records; failure to pay for all hours worked, including minimum, regular, and overtime
28 wages; failure to pay all amounts owed at the regular rate of pay at the proper rate (including sick pay);

1 failure to maintain compliant meal period and/or rest break policies, failure to provide compliant meal
2 periods and/or rest breaks, and failure to pay meal period and/or rest break premium pay for missed or
3 improper meal periods and/or rest breaks; failure to properly record meal periods; failure to pay sick pay;
4 failure to properly implement an alternative work week; failure to pay all wages earned on at least
5 semimonthly paydays; refusal to make and/or falsely denied the amount of payments due; failure to
6 provide accurate wage statements; failure to provide proper notices regarding employee pay in violations
7 of California Labor Code section 2810.5; failure to pay all earned and unpaid wages at separation from
8 employment; failure to pay vacation pay; refused to reimburse for all necessary business expenses;
9 violations of the Fair Labor Standards Act; and unfair business practices.

10 If the Court does not preliminarily approve the settlement upon the Parties best efforts, Plaintiff
11 will stipulate to dismissing all class action claims, additional causes of action without prejudice to restore
12 Plaintiff to the position of their initially filed complaint. Upon the Court's Order granting preliminary
13 approval and deeming the First Amended Complaint filed, the First Amended Complaint will be deemed
14 the operative complaint in the Action. Defendants will not be required to file a response to the First
15 Amended Complaint unless otherwise ordered by the Court, and Plaintiff agrees not to move against
16 Defendants for default for any failure to file a response to the First Amended Complaint.

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

21 H. Neither this Settlement, nor any document referred to or contemplated herein, nor any
22 action taken to carry out the terms of this Settlement, is, may be construed as, or may be used as, an
23 admission, concession, or indication by or against Defendants or any of the Released Parties of evidence
24 of any unlawful conduct, fault, wrongdoing or liability whatsoever.

25 I. The Parties now desire to fully, finally, and forever settle, compromise, and discharge the
26 claims released in Section VI of this Settlement.

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

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

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

5 B. Defendants specifically deny that it or any of the Released Parties have engaged in any
6 unlawful or wrongful conduct against Plaintiff or the Class.

7 **IV. STIPULATION TO CLASS CERTIFICATION SOLELY FOR PURPOSES OF THE**
8 **SETTLEMENT**

9 A. This Settlement is contingent upon approval of class certification under California Code of
10 Civil Procedure Section 382 by the Court of the Class for settlement purposes only. Defendants do not
11 waive, and instead expressly reserves, its right to challenge the propriety of class certification for any
12 other purpose should the Court not approve the Settlement. Defendants contend that if this matter were to
13 be litigated, class certification would be inappropriate, *inter alia*, because individual issues predominate
14 as to each of the claims alleged in the Action.

15 B. In the event the Settlement fails to be approved or otherwise fails to be consummated for
16 any reason whatsoever, including but not limited to the Judgment not becoming final, then Defendants
17 retain all rights and defenses previously available to it, and any provisional certification of any class, or
18 the adoption of any procedure or any ruling made pursuant to the terms contained herein, shall be undone
19 and the Parties restored to their pre-settlement status as if no settlement had been reached and no decisions
20 were made pursuant to it, except as otherwise expressly provided herein. In that event, nothing in this
21 Settlement Agreement or other papers or proceedings related to the settlement shall be used as evidence
22 or argument by any party, including any Settlement Class Members who opt out, concerning whether or
23 not the Action may properly be maintained as a class action pursuant to California state law.

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

26 **V. TERMS OF SETTLEMENT**

27 A. Gross Settlement Amount

28

1 1. Defendants shall pay a Gross Settlement Amount not to exceed Four Hundred Fifty
2 Thousand Dollars (\$450,000.00). The Gross Settlement Amount shall include all payments made to
3 Settlement Class Members (the “Individual Class Settlement Share”), Class Counsel Award, the PAGA
4 Fund; Settlement Administration Costs, and the Enhancement Award to Plaintiff. The Parties stipulate
5 that beyond the Gross Settlement Amount, and with the exception of Defendants’ portion of employer-
6 side payroll taxes and when the Escalator clause is triggered, Defendants shall not owe any further monies
7 to the Settlement Class to resolve the Action and the Released Class Claims.

8 2. It is estimated that there were 78,592 Workweeks worked by the 1,161 Class
9 Members during the Class Settlement Period. If the number of actual total workweeks worked by
10 Settlement Class Members during the Class Period, as reported to the Settlement Administrator following
11 preliminary approval, exceeds this amount by more than 10% (i.e., if there are 86,452 or more total
12 workweeks), Defendant will either: (1) pay an additional sum necessary to increase the Maximum
13 Settlement Amount on a proportional basis over 10% (i.e., if there was a 15% increase in workweeks,
14 Defendant would increase the Maximum Settlement Amount by 5%); or (2) elect to shorten the Class
15 Period and PAGA Settlement Period (along with their associated releases) to a date that the total number
16 of workweeks worked is at or under the 86,452 workweek threshold.

17 B. Class Counsel’s Attorneys’ Fees and Costs

18 1. Class Counsel shall request that the Court approve an award of attorney’s fees in
19 an amount not to exceed one-third (\$150,000.00) of the Gross Settlement Amount and actual costs not to
20 exceed \$40,000 upon proof of receipt. Defendants will not oppose this request. Class Counsel’s attorney’s
21 fees and costs shall be paid out of the Gross Settlement Amount subject to approval by the Court.

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

1 C. Service Award to Plaintiff

2 1. Class Counsel will request that the Court approve a Service Award to Plaintiff in
3 an amount not to exceed \$2,500.00 for his participation in the Action. Distribution of this Service Award
4 shall be made at the discretion of Class Counsel and the Court. Defendants will not oppose any request
5 for the Service Award to Plaintiff in an amount not to exceed \$2,500.00. The Service Award to Plaintiff
6 shall be paid out of the Gross Settlement Amount subject to approval by the Court.

7 2. The Service Award shall be allocated as 1099 income, which will not be subject to
8 payroll taxes and withholdings and will be reported on an IRS 1099 Form.

9 3. Plaintiff will be responsible for correctly characterizing the Service Award for tax
10 purposes and for paying any taxes owing on said amount.

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

17 D. PAGA Fund

18 The PAGA Fund shall not exceed \$40,000.00, and Class Counsel shall request that the Court
19 approve an LWDA Payment not to exceed \$30,000.00 (75%) that shall be paid from the PAGA Fund.
20 Class Counsel shall request that the Court approve a PAGA Settlement Payment not to exceed \$10,000.00
21 (25%) that shall be paid from the PAGA Fund for distribution to the PAGA Employees. The PAGA Fund,
22 which includes both the LWDA Payment and PAGA Settlement Payment, shall be paid out of the Gross
23 Settlement Amount.

24 E. Settlement Administration Costs

25 The Parties have selected Phoenix Settlement Administrators to be the third-party Settlement
26 Administrator. The Settlement Administration Costs shall not exceed \$14,000.00 except for a showing of
27 good cause and as approved by the Court. The Settlement Administrator shall disseminate the Class
28 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 Net Settlement Amount that each Settlement Class Member would be entitled to receive as their Individual Class Settlement Share, calculate the pro rata portion of the PAGA Settlement Payment that each PAGA Employee would be entitled to receive as their Individual PAGA Settlement Share under the Settlement, 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 California Controller's Unclaimed Property Fund in the name of the Class Member or PAGA Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure § 384, subd. (b)., calculate the employer-side payroll taxes 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 Defendants.

F. Employer-Side Payroll Taxes

Defendants' portion of employer-side payroll taxes on that portion of the Individual Class Settlement Share allocated to wages will be paid in addition to the Gross Settlement Amount.

G. Net Settlement Amount

After deducting the Court-approved sums for the Plaintiff's Service Award, Class Counsel's attorney's fees and costs, the PAGA Fund, and the Settlement Administration Costs from the Gross Settlement Amount, the Net Settlement Amount will be distributed to Settlement Class Members and PAGA Employees on a proportionate basis as described below without the need to return a claim form.

VI. CLAIMS RELEASED BY THIS SETTLEMENT

A. Released Class Claims

Upon the Effective Date, and except as to the right to enforce the terms and conditions of the Settlement, each Settlement Class Member will release the Released Parties of all claims, demands, rights,

liabilities, and causes of action, whether known or unknown, that were or could have been asserted against the Released Parties whether in tort, contract, or otherwise for violation of federal, state or local law arising out of or reasonably relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Complaint (including claims pleaded in the First Amended Complaint filed with the preliminary approval for the purposes of this Settlement only and subject to the Court's order granting preliminary approval), including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to keep accurate and complete time records, failure to pay for all hours worked, including minimum, regular, and overtime wages, failure to pay all amounts owed at the regular rate of pay at the proper rate (including sick pay), failure to maintain compliant meal period and/or rest break policies, failure to provide compliant meal periods and/or rest breaks, failure to pay meal period and/or rest break premium pay for missed or improper meal periods and/or rest breaks, failure to properly record meal periods, failure to pay sick pay, failure to improper alternative workweek, failure to pay all wages earned on at least semimonthly paydays, refusal to make and/or falsely denied the amount of payments due, failure to provide accurate wage statements, failure to provide proper notices regarding employee pay in violations of California Labor Code section 2810.5, failure to pay all earned and unpaid wages at separation from employment, failure to pay vacation pay, failure to reimburse for all necessary business expenses, and unfair business practices. This release also includes any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Settlement Class. Participating Class Members who cash their Settlement checks further acknowledge that they are releasing any claims they have against Defendants under the Fair Labor Standards Act ("FLSA").

B. Released PAGA Claims

Upon the Effective Date, and except as to the right to enforce the terms and conditions of the Settlement, each PAGA Employee will release the Released Parties of all claims pursuant to the Private Attorneys General Act (codified in California Labor Code section 2698 et seq.) arising out of or reasonably related to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or

failures to act pleaded in the Complaint (including claims pleaded in the First Amended Complaint filed with the preliminary approval for the purposes of this Settlement only and subject to the Court's order granting preliminary approval) and/or the LWDA Notice dated April 23, 2021 and September 30, 2024 (Case No. LWDA-CM-830111-21), including PAGA claims for: failure to keep accurate and complete time records; failure to pay for all hours worked, including minimum, regular, and overtime wages; failure to pay all amounts owed at the regular rate of pay at the proper rate (including sick pay); failure to maintain compliant meal period and/or rest break policies, failure to provide compliant meal periods and/or rest breaks, and failure to pay meal period and/or rest break premium pay for missed or improper meal periods and/or rest breaks; failure to properly record meal periods; failure to pay sick pay; improper alternative workweek; failure to timely pay wages during employment; refusal to make and/or falsely denied the amount of payments due; failure to provide accurate wage statements; failure to provide proper notices regarding employee pay in violations of California Labor Code section 2810.5; failure to pay all earned and unpaid wages at separation from employment; refusal to reimburse for all necessary business expenses; failure to pay vacation time; or engaging in unfair business practices. Every PAGA Employee will fully release the Released PAGA Claims regardless of their decision to participate in the Class Settlement.

VII. NOTICE TO SETTLEMENT CLASS MEMBERS

A. Defendants shall provide the Settlement Administrator, within forty-five (45) days of preliminary approval, with the Class Data in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

B. The Settlement Administrator will send the Class Notice to each Class Member by First Class U.S. Mail ("USPS") within twenty-one (21) days of receipt of the Class Data, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Settlement Share and/or Individual PAGA

1 Settlement Share payable to the Class Member, and the number of Workweeks and/or Pay Periods used to
2 calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member
3 addresses using the National Change of Address database.

4 C. To provide the best notice practicable, no later than three business (3) days after the
5 Settlement Administrator's receipt of any Class Notice returned by the USPS as undelivered, the
6 Settlement Administrator shall re-mail the Class Notice using any forwarding address provided by the
7 USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class
8 Member Address Search by skip tracing using the Class Member's Social Security Number, and re-mail
9 the Class Notice to the most current address obtained. The Settlement Administrator has no obligation to
10 make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by
11 the USPS a second time. If no current address can be located, the Class Notice for that individual will be
12 deemed undeliverable. If a Class Member cannot be located within two attempts at mailings by the
13 Settlement Administrator, the Class Notice for that individual will be deemed undeliverable and the Class
14 Member will remain bound by the Settlement.

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

18 E. The deadlines for Class Members' written objections, challenges to Workweeks, and
19 Requests for Exclusion will be extended an additional 10 calendar days beyond the 45 days otherwise
20 provided in the Class Notice for all Class Members whose notice is re-mailed. The Settlement
21 Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

22 **VIII. COMPUTATION AND DISTRIBUTION OF NET SETTLEMENT AMOUNT AND**
23 **CLASS COUNSEL AWARD**

24 A. Deposit of Gross Settlement Amount

25 1. The Settlement Administrator shall establish a Qualified Settlement Fund account
26 pursuant to Section 468B(g) of the Internal Revenue Service Code for the purpose of administering the
27 Settlement, into which the Gross Settlement Amount will be deposited.
28

2. Within twenty-one (21) calendar days of the Effective Date, Defendants shall deposit the Gross Settlement Amount into the Qualified Settlement Fund.

B. Formula For Calculating Individual Class Settlement Share

The portion of the Net Settlement Amount available to pay the Individual Class Settlement Shares to Settlement Class Member shall be determined as follows:

1. Each eligible Settlement Class Member's Individual Class Settlement Share will be determined based on the number of Workweeks he or she worked for Defendants during the Class Settlement Period. Defendants' employment records shall be determinative for purposes of calculating the number of Class Workweeks. Partial Workweeks will be counted as full Workweeks.

2. Within fourteen (14) calendar days after Final Approval of the Settlement, the Settlement Administrator shall calculate each Settlement Class Member's Individual Class Settlement Share. Individual Class Settlement Shares shall be determined by dividing the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members, and then multiplying the result by each Settlement Class Member's individual Class Workweeks.

C. Formula for Calculating PAGA Settlement Shares

The portion of the PAGA Settlement Payment paid to each PAGA Employee shall be determined as follows:

1. Each PAGA Employee's Individual PAGA Settlement Share will be determined based on the number of Pay Periods he or she worked for Defendants during the PAGA Settlement Period. Defendants' employment records shall be determinative for purposes of calculating the number of Pay Periods. Partial Pay Periods will be counted as full Pay Periods.

2. Within fourteen (14) calendar days after Final Approval of the Settlement, the Settlement Administrator shall calculate each PAGA Employee's Individual PAGA Settlement Share. Individual PAGA Settlement Shares shall be determined by dividing the PAGA Settlement Payment (\$10,000.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA Settlement Period, and then multiplying the result by each PAGA Employee's individual Pay Periods.

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

1 1. The Settlement Administrator shall distribute the settlement checks containing each
2 Settlement Class Member's Individual Class Settlement Share and each PAGA Employee's Individual
3 PAGA Settlement Share within fifteen (15) calendar days after Defendants fund the Gross Settlement
4 Amount. The Settlement Administrator shall furnish its own Employer ID Number and calculate all
5 settlement checks and payroll deductions and withholdings required under law based on information that
6 will be confidentially furnished by Defendants.

7 2. All settlement checks will expire after one hundred eighty (180) days of issuance,
8 after which point they will be cancelled. Any settlement checks that have not been cashed, deposited, or
9 otherwise negotiated within the 180-day period will be transmitted to the California Controller's
10 Unclaimed Property Fund unless otherwise ordered by the Court.

11 3. The Settlement Administrator will prepare all necessary tax reporting and
12 documentation with respect to payments made pursuant to this Agreement. The Settlement Administrator
13 will provide the requisite IRS Forms 1099 and W2 to Settlement Class Members and PAGA Employees
14 with their Individual Class Settlement Shares and Individual PAGA Settlement Shares. The tax
15 documents shall reflect payment for the year in which payment is made pursuant to this Settlement.

16 4. For the pro rata portion of the Net Settlement Amount paid to Settlement Class
17 Members, the Parties agree that, for purposes of this Settlement 20% will be allocated to wages subject to
18 withholdings and 80% as interest and penalties as 1099 income. For the pro rata portion of the PAGA
19 Settlement Payment paid to PAGA Employees, the Parties agree that, for purposes of this Settlement,
20 100% will be allocated to 1099 income.

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

24 6. None of the payments made pursuant to this Settlement will be considered for
25 purposes of determining eligibility for, vesting or participation in, calculation of, or contributions to any
26 welfare or benefit plans, including, without limitation, all plans, subject to ERISA. The Parties agree that
27 these payments do not represent any modification of any employee's previously-credited hours of service
28 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 Award

The Class Counsel Award shall be distributed within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount.

F. Settlement Administration Payment

Within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount, 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 must 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.

B. Requests to Be Excluded From the Settlement

1. Class Members who wish to exclude themselves from the Class Settlement must send the Settlement Administrator, by email, fax or mail, a signed written Request for Exclusion no later than 45 calendar days after the Settlement Administrator mails the Class Notice. A Request for Exclusion is a letter from a Class Member or his/her representative that clearly communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name and address. To be valid, a Request for Exclusion must be timely emailed or postmarked by the Response Deadline.

2. Class Members who timely submit a Request for Exclusion from the Settlement may not also submit an objection to the Settlement as the Settlement no longer affects them.

3. A Request for Exclusion will exclude the Class Member from receiving an Individual Class Settlement Share and that Class Member will not have released the Released Claims.

1 However, a Class Member who submits a Request for Exclusion will still receive an Individual PAGA
2 Settlement Share and will release the PAGA claims in Section VI.B of this Agreement.

3 C. Challenges to Calculation of Workweeks.

4 Each Class Member shall have 45 calendar days after the Settlement Administrator mails the Class
5 Notice to challenge the number of Workweeks allocated to the Class Member in the Class Notice. The
6 Class Member may challenge the allocation by communicating with the Settlement Administrator via
7 email, fax or mail. The Settlement Administrator must encourage the challenging Class Member to submit
8 supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is
9 entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are
10 consistent with the Class Data. The Settlement Administrator's determination of each Class Member's
11 allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The
12 Settlement Administrator shall promptly provide copies of all challenges to the calculation of Workweeks
13 to Defense Counsel and Class Counsel and the Settlement Administrator's determination of the
14 challenges.

15 D. Defendants' Right to Revoke

16 Defendants shall retain the right, in the exercise of their sole discretion, to nullify the Settlement
17 within fifteen (15) calendar days after the 45-day deadline (plus an additional 10 calendar days for Class
18 Members whose Class Notice is re-mailed) for Class Members to timely submit Request For Exclusion if
19 five percent (5%) or more of the Class Members submit timely and valid Requests for Exclusion.

20 X. **SCHEDULE FOR SEEKING COURT APPROVAL AND FINAL FAIRNESS HEARING**

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

23 A. Stay of All Litigation

24 Pending preliminary and Final Approval of the Settlement, the Parties agree that there will be a
25 stay of all litigation activity. The Parties will request that the Court, in its preliminary approval of this
26 Settlement, enjoin Class Members from initiating or prosecuting any proceeding on any claim to be
27 released pursuant to this Settlement, unless and until the Class Member has opted out of the Class in the
28 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 at least 10 business days prior to filing
4 so that 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, allowing
11 the Court to retain jurisdiction of all matters relating to the interpretation, administration, implementation,
12 effectuation and enforcement of the Final Approval Order and the Settlement Agreement.

13 **XI. MISCELLANEOUS PROVISIONS**

14 A. Entire Agreement

15 This Agreement constitutes the entire Agreement among these Parties, and no oral or written
16 representations, warranties or inducements have been made to any Party concerning this Agreement other
17 than the representations, warranties and covenants contained and memorialized in this Agreement.

18 B. Notice of Settlement to LWDA

19 In connection with the motion for preliminary approval, Class Counsel shall submit this
20 Agreement to the LWDA pursuant to California Labor Code section 2699(1)(2). Class Counsel shall
21 within ten (10) days after the entry of the judgment or order approving this Settlement, submit the order
22 approving the Settlement to the LWDA pursuant to California Labor Code section 2699(1)(3).

23 C. Tax Treatment, Tax Indemnification, and Circular 230 Disclaimer

24 Defendants are not giving any tax advice in connection with the Settlement or any payments to be
25 made pursuant to this Settlement. Settlement Class Members will be responsible for correctly
26 characterizing the Individual Class Settlement Share and Individual PAGA Settlement Share for tax
27 purposes and paying taxes due, if any.

Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

D. Mutual Full Cooperation

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

E. Parties’ Authority

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

F. Binding Nature of the Settlement

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

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

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

G. Joint Drafting of Settlement Documents

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

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

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

H. Execution of the Settlement

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

I. Waiver of Appeals

The Parties and their counsel agree to waive any appeals upon entry of Final Judgment in the Action.

J. Invalidity of Any Provision

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all

provisions of this Agreement valid and enforceable

K. Continuing Jurisdiction

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

L. 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 Defendants 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 Defendants the full amount of his Service Award. Without limitation by the foregoing, Defendants also may enforce this provision through an action for injunctive relief. Plaintiff waives any obligation by Defendants to file a bond in connection with any such action. If contacted by the media regarding the Settlement, Plaintiff and Class counsel will state only "The case has been settled," or something to that effect. Nothing in this Agreement shall prohibit Plaintiff from exercising protected rights under California law, the National Labor Relations Act, or the federal securities laws to the extent that these rights cannot be waived by agreement, or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. Further, nothing in this Agreement shall prohibit Plaintiff from providing truthful information as required by law in a legal proceeding or a government investigation or proceeding.

M. Disputes

Any disputes arising out of or relating to this Settlement will be submitted to Gig Kyriacou, Esq. 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.

1 10/9/2024
2 Dated: October __, 2024

**PLAINTIFF, on behalf of himself and the Class, and
the Aggrieved Employees**

DocuSigned by:

Issa L. Sakhel

ISSA SAKHEL

5 10/7/2024
6 Dated: October __, 2024

ONE WORLD BEEF, LLC Eric Brandt

By: Eric Brandt

Its: CEO

9 10/7/2024
10 Dated: October __, 2024

ONE WORLD MEAT COMPANY, LLC Eric Brandt

By: Eric Brandt

Its: CEO

13 10/7/2024
14 Dated: October __, 2024

OWB PACKERS, LLC

Eric Brandt

By: Eric Brandt

Its: CEO

16 10/7/2024
17 Dated: October __, 2024

ONE WORLD BEEF, LLC

Eric Brandt

By: Eric Brandt

Its: CEO

19 10/7/2024
20 Dated: October __, 2024

BRANDT BEEF, LLC

Eric Brandt

By: Eric Brandt

Its: CEO

23 10/7/2024
24 Dated: October __, 2024

ONE WORLD CATTLE CO, LLC

Eric Brandt

By: Eric Brandt

Its: CEO

10/7/2024
Dated: October __, 2024

ONE WORLD VENTURES, LLC
Eric Brandt
By: Eric Brandt

10/7/2024
Dated: October __, 2024

ERIC BRANDT
Eric Brandt
By: Eric Brandt
Its: CEO