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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

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

Plaintiff,

v.

FRESH LINK LOGISTICS, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendant.

Case No.: BC719412

Honorable Amy D. Hogue
Department SSC7

CLASS ACTION

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Pedro
German); and [Proposed] Order filed
concurrently herewith]

Date: March 16, 2022
Time: 10:00 a.m.
Department: SSC7

Complaint Filed: August 28, 2018
FAC Filed: January 14, 2019
SAC Filed: October 21, 2021
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Pedro German. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the Los Angeles Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

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1 5. At *Girardi & Keese*, my practice focused on class actions and other complex cases
2 involving toxic torts and products liability. In addition, I gained substantial experience on cases
3 involving insurance bad faith, premises liability, and medical negligence. While employed by
4 *Girardi & Keese*, I argued approximately 100 motions, took or defended approximately 150
5 depositions, and prepared dozens of expert witnesses for deposition or trial.

6 6. Since its inception, in or around October of 2008, *Lawyers for Justice, PC* has almost
7 exclusively focused on the prosecution of consumer and employment class actions, involving
8 wage-and-hour claims, race discrimination, unfair business practices or consumer fraud.
9 Currently, we are the attorneys of record in over a dozen employment-related putative class actions
10 in both state and federal courts in the State of California. Our firm has successfully litigated cases
11 involving the executive, administrative, and other overtime exemptions to the State of California
12 and federal overtime compensation requirements. During this relatively short time, in association
13 with other law firms, we have recovered millions of dollars on behalf of thousands of individuals
14 in California.

15 **EXAMPLES OF CLASS ACTION RESULTS**

16 7. What follows are just a few examples of the type of results we have achieved on
17 behalf of our clients:

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

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

27 c) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
28 and-hour class action against a national retailer involving allegations of misclassification of the

1 “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
2 certification. On August 26, 2013, the court granted final approval of the class action settlement.
3 The Los Angeles County Superior Court Case Number is BC424012.

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

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

14 f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
15 and-hour class and representative action against a national wholesale distributor of plumbing and
16 builder supplies, involving allegations of misclassification of multiple salaried “manager”
17 positions. On May 22, 2014, the court granted final approval of the class and representative action
18 settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

19 g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
20 and-hour class action involving allegations of misclassification of the “Operations Manager”
21 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The
22 Los Angeles County Superior Court Case Number is BC478769.

23 h) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
24 and-hour class and representative action against a national retailer of household items, on behalf
25 of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of
26 the class and representative action settlement. The San Francisco County Superior Court Case
27 Number is CGC-13-532344.

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1 i) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class action involving allegations of misclassification of the salaried residential
3 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
4 class certification. The Los Angeles County Superior Court Case Number is BC474784.

5 j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
6 and-hour class and representative action against a national retailer of upscale hardware and home
7 furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
8 approval of the class and representative action settlement. The Los Angeles County Superior
9 Court Case Number is JCCP4794.

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

15 l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
16 and-hour class action against a national retailer of apparel, accessories, and home products,
17 involving allegations of misclassification of the “Department Manager” position. On August 12,
18 2016, the court granted plaintiffs’ motion for class certification in part and certified a class. The
19 Alameda County Superior Court Case Number is RG13680477.

20 m) Our firm represented the plaintiff in a representative action under the Private
21 Attorneys General Act, against a real estate and property management company, on behalf of non-
22 exempt employees. On November 4, 2016, the Court granted approval of the settlement. The
23 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

24 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
25 and-hour class action against a full-service bank, on behalf of non-exempt employees. On
26 November 18, 2016, the court granted final approval of the class action settlement. The San
27 Francisco County Superior Court Case Number is CJC-13-004839.

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

5 p) Our firm, on behalf of the plaintiff and respondent in a PAGA representative
6 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
7 employer's motion to compel arbitration, which resulted in a published opinion by the California
8 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9
9 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme
10 Court Docket No. 17-254).

11 q) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class and representative action against a consumer packaging company, on behalf of non-
13 exempt employees. On March 10, 2017, the court granted final approval of the class and
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC590429.

16 r) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
17 and-hour class action and representative action against a manufacturer of food service industry
18 supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval
19 of the class and representative action settlement. The Orange County Superior Court Case Number
20 is 30-2015-00810013-CU-OE-CXC.

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

25 t) Our firm represented the plaintiffs in a wage-and-hour class action and
26 representative action against a food company on behalf of non-exempt employees. On June 30,
27 2017, the court granted final approval of the class and representative action settlement. The
28 Sacramento County Superior Court Case Number is 34-2015-00175871.

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

5 v) Our firm represented the plaintiffs in a wage-and-hour class action and
6 representative action against a manufacturer of plastic containers on behalf of non-exempt
7 employees. On October 31, 2017, the court granted final approval of the class and representative
8 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

9 w) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
10 and-hour class action and representative action against a property management company on behalf
11 of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order granting
12 final approval of the class and representative action settlement. The Los Angeles County Superior
13 Court Case Number is JCCP 4819.

14 Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action
15 and representative action against a global provider of flexible office space solutions. On February
16 15, 2018, the court entered an order granting final approval of the class and representative action
17 settlement. The Los Angeles County Superior Court Case Number is BC498401.

18 x) Our firm, in association with co-counsel, represented the plaintiff in a wage-
19 and-hour class action against a container manufacturer, on behalf of non-exempt employees. On
20 October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County
21 Superior Court Case Number is VCU264528.

22 y) Our firm represented the plaintiffs in a wage-and-hour class and
23 representative action against a behavioral health service provider on behalf of non-exempt
24 employees. On November 13, 2018, the court granted final approval of the class and
25 representative action settlement. The Alameda County Superior Court Case Number is
26 RG16811450.

27 z) Our firm, in association with co-counsel, represented the plaintiff in a
28 representative action under the Private Attorneys General Act, against a global provider of

1 products and services to the energy industry, on behalf of hourly-paid and non-exempt employees.
2 On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior
3 Court Case Number is S-1500-CV-280215-SDC.

4 aa) Our firm represented the plaintiff in a wage-and-hour class action against a
5 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
6 the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior
7 Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is
8 JCCP 4886.

9 bb) Our firm, in association with other counsel, on behalf of the plaintiff and
10 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
11 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
12 notable decision from the California Supreme Court clarifying the law and finding, in part, that
13 employer arbitration agreements are unenforceable where they block a PAGA claim from
14 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

15 cc) Our firm represented the plaintiffs in a wage-and-hour class and
16 representative action against a bank on behalf of non-exempt employees. On September 27, 2019,
17 the court granted the plaintiffs' motion for class certification in part and certified a class. The
18 Alameda County Superior Court Case Number is RG15757606 and the Judicial Council
19 Coordination Proceeding Number is JCCP 4921.

20 dd) Our firm represented the plaintiffs in a wage-and-hour class and
21 representative action against a national retailer of apparel and fashion accessories, on behalf of
22 non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class
23 certification in part and certified a class. The Sacramento County Superior Court Case Number is
24 34-2015-00175330-CU-OE-GDS.

25 ee) Our firm represented the plaintiff in a wage-and-hour class and
26 representative action against a medical equipment supplier on behalf of non-exempt employees.
27 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified
28 a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

1 ff) Our firm, in association with other counsel, represented the plaintiff in a
2 wage-and-hour class and PAGA representative action against a large national drug testing
3 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
4 plaintiff's motion for class certification and certified a class. The San Diego County Superior
5 Court Case Number is 37-2018-00019611-CU-OE-CTL.

6 gg) Our firm represented the plaintiffs in a wage-and-hour class and
7 representative action against a national retailer of sportswear, footwear, and camping equipment
8 on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's
9 motion for class certification and certified a class. The Riverside County Superior Court Case
10 Number is RICJCCP4930.

11 PRELIMINARY APPROVAL

12 8. Marked and attached hereto as "**EXHIBIT 1**" is the Stipulation of Settlement and
13 Release ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between
14 Plaintiff Pedro German ("Plaintiff"), individually and on behalf of all others similarly situated and
15 other aggrieved employees, on the one hand, and Defendant Fresh-Link Logistics, LLC
16 ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have
17 approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to
18 the Settlement Agreement as "Exhibit B" and respectfully request that the Court approve it as
19 well.

20 9. Based on information provided by Defendant, as of February 12, 2021, the Class is
21 estimated to consist of approximately one hundred sixteen (116) individuals.

22 10. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this
23 matter has translated into tangible monetary benefits for the Class Members in the following
24 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
25 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
26 favorably with other similar class action settlements of this type given the strengths and
27 weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would
28 have only increased significantly had the case progressed through certification, trial, and/or

1 appeals.

2 11. Class Counsel has litigated the case for over three years, and was actively preparing
3 the matter for class certification and trial. The Parties have engaged in extensive settlement
4 negotiations and participated in a formal, full-day mediation conducted by Eve Wagner, a well-
5 respected mediator experienced in mediating complex labor and employment matters. Prior to and
6 during the mediation and settlement discussions, the Parties exchanged class information and
7 engaged in an extensive discussion regarding their evaluations of the case and various aspects of
8 the case, including but not limited to, the risks and delays of further litigation, the risks to the
9 Parties of proceeding with class certification and/or representative adjudication, the law relating
10 to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour
11 enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among
12 other things. During all settlement discussions, the Parties conducted their negotiations at arm's
13 length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was
14 not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at
15 certification, and Plaintiff and Class Counsel believed that they would be able to obtain class
16 certification and prevail at trial. After conducting investigations, formal and informal discovery,
17 and exchange of information, extensive settlement negotiations, and with the aid of the mediator's
18 evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal
19 issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would
20 attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the
21 Released Claims of Plaintiff and Settlement Class Members, against the Released Entities.

22 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
23 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
24 Prior to engaging in mediation, Plaintiff conducted significant investigation and formal and
25 informal discovery regarding the facts of the case, including and not limited to, the exchange,
26 review, and analysis of a large volume of documents and data obtained from Defendant and other
27 sources. Class Counsel propounded multiple sets of formal written discovery requests onto
28 Defendant and noticed the depositions of Defendant's Person Most Knowledgeable designees.

1 Class Counsel prepared for and took the depositions of Defendant's Person Most Knowledgeable
2 witness and defended Defendant's deposition of Plaintiff. The volume of data and documents that
3 Class Counsel reviewed and analyzed included and was not limited to: employment records of
4 Plaintiff and other Class Members, a detailed sampling of Class Members' time and pay data and
5 records (including putative class members' clock-in and clock-out times, hours worked per day,
6 hourly pay rate, pay dates, and departments), multiple iterations of Defendant's Employee
7 Handbook, company policy acknowledgements, internal memoranda, job descriptions, new hire
8 orientation video and training documents, Defendant's operations and employment practices,
9 forms (including but not limited to Defendant's Driver Job Description Form and At Will
10 Employment Release form), procedures (including but not limited to Defendant's Good
11 Manufacturing Practices, Meal and Rest Period Acknowledgement, and Employee Performance
12 Review), and policies (including but not limited to Defendant's Voicemail and Email Policy and
13 Harassment Policy), among other information and documents. Class Counsel interviewed Plaintiff
14 to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred
15 on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the
16 production of documents and data prior to the mediation. Class Counsel also drafted pleadings
17 and mediation brief and prepared for and attended court proceedings, mediation, and settlement
18 negotiations, among other tasks.

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

24 14. The Settlement provides for a Gross Fund Value of four hundred sixty-two thousand
25 five hundred dollars and no cents (\$462,500.00). The Net Fund Value is the Gross Fund Value
26 less the following amounts subject to approval by the Court: Attorneys' Fees and Costs to Class
27 Counsel, Service Award to Plaintiff, Settlement Administration Costs to Settlement Administrator,
28 and LWDA Payment to the Labor and Workforce Development Agency ("LWDA"). Assuming

1 that the amounts allocated under the Settlement toward these payments are awarded by the Court,
2 the Net Fund Value is currently estimated to be two hundred seventeen thousand six hundred
3 twenty-five dollars and no cents (\$217,625.00). The Gross Fund Value will be fully distributed in
4 accordance with the terms of the Settlement and there is no reversion to Defendant.

5 15. The Parties have agreed to retain Simpluris, Inc. (“Simpluris” or “Settlement
6 Administrator”) to handle the notice and settlement administration. The Parties respectfully
7 request that the Court appoint Simpluris to handle these procedures and serve as the Settlement
8 Administrator. Defendant will provide Simpluris with a list of Class Members that Defendant will
9 compile from its records, which will include each Class Member’s full name; last known address,
10 last known telephone number; Social Security Number; and dates of employment as an hourly
11 non-exempt employee of Defendant Fresh-Link in California during the Class Period (“Class
12 List”), and Simpluris will calculate each Settlement Class Member’s estimated share of the Net
13 Fund Value. Simpluris will also receive requests for exclusion from the Settlement, objections to
14 the Settlement, and disputes regarding Workweeks; provide necessary reports and declarations;
15 calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit
16 informational and other tax filings and documents; issue and transmit all payments provided for
17 by the Settlement, including and not limited to, mailing proportionate share of the Net Fund Value
18 checks to the Settlement Class Members; and perform any other usual and customary duties for
19 administering a class action settlement. Settlement Administration Costs are currently estimated
20 not to exceed eight thousand dollars and no cents (\$8,000.00) and will be paid out of the Gross
21 Fund Value, subject to approval of the Court.

22 16. Based on investigation and information discovered, Class Counsel believes that
23 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
24 that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay
25 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
26 rest periods and to pay associated premium pay, failed to timely pay wages during employment
27 and upon termination of employment, failed to provide compliant wage statements, failed to
28 maintain requisite payroll records, and failed to reimburse necessary business expenses, and

1 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
2 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff
3 also asserted that Class Members were expected to perform similar job duties and were subject to
4 the same or similar operations and employment policies, practices, and procedures. Additionally,
5 Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff and the Class
6 Members were substantially the same during the time period at issue. As a result, Plaintiff claims
7 that the Class Members, were uniformly not paid all of the compensation that was owed to them
8 by Defendant since August 28, 2014. Thus, in Class Counsel's view, it is clear that the outcome
9 of this litigation would be determined by Defendant's uniform operations and employment
10 practices, policies, and procedures that Plaintiff alleges applied across its hourly-paid or non-
11 exempt employees in California during the Class Period.

12 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
13 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff has also taken
14 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and
15 delays inherent in such litigation, including those involved in class certification and/or
16 representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish
17 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
18 establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement
19 discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in
20 complex labor and employment matters.

21 18. Defendant, on the other hand, denied and continues to deny any liability and
22 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
23 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
24 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
25 have also had the opportunity to interview witnesses and review documents and information
26 relating to Plaintiff's and Class Members' employment with Defendant, and Defendant's
27 operations and employment policies, practices, and procedures. The Parties also reviewed and
28 analyzed a large volume of documents and data, including but not limited to a Plaintiff's time and

1 pay information, to determine the potential value and strength of the claims. The available
2 information enabled Class Counsel to estimate the potential claims of the Class and prepare
3 damages/valuation models. Accordingly, the Parties have conducted adequate investigation and
4 discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and
5 to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness.
6 The Parties have agreed that the matter is well-suited for settlement given the legal issues relating
7 to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further
8 litigation. The Settlement takes into account the strengths and weaknesses of each side's position
9 and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

10 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
11 in an amount of up to thirty-five percent (35%) of the Gross Fund Value
12 (i.e., \$161,875.00) and expenses and costs in an amount not to exceed forty thousand dollars and
13 no cents (\$40,000.00), which will be paid out of the Gross Fund Value, subject to approval by the
14 Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and
15 will not receive any compensation until recovery is obtained.

16 20. The Settlement Agreement provides for payment of up to five thousand dollars and
17 no cents (\$5,000.00) to Plaintiff as a Service Award, to be paid out of the Gross Fund Value subject
18 to approval by the Court. Plaintiff spent considerable time and effort to produce relevant
19 documents and past employment records and to provide the facts and evidence necessary to
20 attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and
21 actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate
22 and just for Plaintiff to receive a Service Award, in addition to his proportionate share of the Net
23 Fund Value, for his services on behalf of the Class.

24 **ESTIMATE VALUE OF THE CLAIMS**

25 21. Plaintiff's action alleges that Defendant has violated the California Labor Code by
26 engaging in a uniform policy and systematic scheme of wage abuse against Plaintiff and the
27 putative class members, including inter alia, failing to properly compensate overtime and
28 minimum wages, failing to provide compliant meal and rest periods and associated premium pay,

1 failing to timely pay wages and associated waiting-time penalties, failing to provide compliant
2 wage statements, and failing to maintain requisite payroll records. Plaintiff further contend that
3 Defendant thereby engaged in unfair business practices (under the California Business and
4 Professions Code) and owe penalties under the PAGA.

5 22. Based on data provided by Defendant prior to the mediation, the total number of
6 putative class members during the period from August 28, 2014 to January 21, 2021 (“relevant
7 time period”) was estimated to be approximately one hundred sixteen (116) individuals who
8 worked approximately 11,362 workweeks, with an average hourly rate of pay of \$14.97.

9 23. Plaintiff contended that Defendant’s uniform policies, practices, and procedures
10 required putative class members to perform work during meal and rest periods and before
11 clocking-in and after clocking-out of their scheduled shifts. Plaintiff further contended that due
12 to Defendant implemented a policy and practice which encouraged employees to record time only
13 during their scheduled hours instead of time they actually worked, as putative class members were
14 required to perform work off-the-clock (e.g., making deliveries, checking invoices, and answering
15 work-related questions from dispatchers). Plaintiff further alleged that, despite assigning these
16 heavy and unreasonable workloads, Defendant discouraged the recordation of overtime hours and
17 required that all overtime be pre-approved by supervisors. Plaintiff also contended that meal and
18 rest periods were regularly interrupted, short, missed, and/or late, that employees were encouraged
19 to work through meal and rest periods in order to meet Defendant’s deadlines, that employees
20 were required to remain on the premises during rest breaks, and that Defendant failed to properly
21 pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleged that
22 Defendant intentionally and willfully failed to pay Plaintiff and putative class members all wages
23 due to them while they were employed by Defendant, within the time period permissible under
24 California law, and upon termination, within the time period permissible under California law,
25 thereby triggering waiting-time penalties under California Labor Code section 203. Finally,
26 Plaintiff contended that, based on the violations described herein, the wage statements provided
27 by Defendant and the payroll records kept by Defendant were inaccurate.

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24. Defendant contended, *inter alia*, that its practices, policies, and procedures complied with the law, and that it paid putative class members over the California minimum wage for all hours worked and correctly paid overtime for all overtime hours worked. Defendant also produced pay records reflecting overtime compensation paid to putative class members (including, and not limited to, Plaintiff). Defendant further contended that all employees were required to record all time worked, were given the opportunity to report any errors in their timesheet, and were instructed to inform Defendant of any non-compliant meal or rest periods and that Defendant was not aware that any work had been performed off-the-clock or during meal and rest periods. Defendant was adamant that no waiting-time penalties should be awarded because the waiting-time penalties are derivative of the other underlying causes of action and contended that it paid the terminated employees all wages due and owing. Moreover, Defendant emphasized that, under California Labor Code section 203, employers are only obligated to pay waiting-time penalties if they “willfully” fail to pay wages due and owing at the time of termination or resignation. Defendant also contended that Plaintiff and putative class members suffered no actual injury from the alleged wage statement violations and that this cause of action is entirely derivative of the other causes of action or from the alleged recordkeeping violations. Defendant vigorously challenged the likelihood of Plaintiff’s success in establishing that any of provisions of the California Labor Code, on which the UCL claim is predicated, were violated and that such violations were injurious. Defendant also emphasized that Courts have wide discretion when assessing penalties under PAGA. Finally, throughout this litigation, Defendant argued that individual liability issues predominate, because putative class members worked different shifts, had different supervisors, and performed different job duties, and Defendant further contended that these circumstances would raise highly individualized questions of fact and would pose challenges to certification and the merits of Plaintiff’s claims.

25. Class Counsel considered information obtained through investigations and from Plaintiff, as well as class data and information provided by Defendant, and created damages/valuation models prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of each of the above-discussed claims. However, the potential value of each

claim assumed an exposure based on the case having been certified and Plaintiff having proven all elements of the claims and damages, despite risks associated with obtaining and maintaining certification, risks to establishing liability and any underlying California Labor Code violations and damages, and significant additional costs that would have to be incurred in order to certify the case and establish liability and damages. Plaintiff also faced the risk of the Court finding that individualized issues predominate, such that the action is not suitable for class treatment and representative adjudication. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, the wage statements produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: It was estimated that if it could be proven that Defendant failed to provide three (3) hours of overtime wages every workweek during the relevant time period, the potential value of this claim would be \$765,571.56 (11,362 workweeks x 3 hour of overtime wages x overtime hourly rate of \$22.46, which is based on the average hourly rate of \$14.97). At this juncture, a discount of 30% was applied to account for the risks associated with obtaining certification (bringing the value of this claim closer to \$535,900.09), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$267,950.05), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$133,975.03).
- b. Failure to Pay Minimum Wages: It was estimated that if it could be proven that Defendant failed to pay one (1) hour of minimum wages every workweek, the potential value of this claim would be \$170,089.14 (11,362 workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$14.97). At this juncture, a discount of 40% was applied to account for the risks associated with obtaining certification (bringing the

1 value of this claim closer to \$102,053.48), a discount of 50% was applied to account
2 for the risks associated with succeeding on the merits and establishing liability (bringing
3 the value of this claim closer to \$51,026.74), and a discount of 60% was applied to
4 account for the risks associated with proving the extent of damages and obtaining an
5 award thereof (bringing the value of this claim closer to \$20,410.70).

6 c. Failure to Provide Compliant Meal Periods and Associated Premiums: It was estimated
7 that if it could be proven that three (3) meal period premium is due every workweek
8 during the relevant time period, the potential value of this claim would to be \$510,267.42
9 (11,362 workweeks x 3 meal period premium x average hourly rate of \$14.97). At this
10 juncture, a discount of 30% was applied to account for the risks associated with
11 obtaining certification (bringing the value of this claim closer to \$357,187.19), a
12 discount of 50% was applied to account for the risks associated with succeeding on the
13 merits and establishing liability (bringing the value of this claim closer to \$178,593.60),
14 and a discount of 50% was applied to account for the risks associated with proving the
15 extent of damages and obtaining an award thereof (bringing the value of this claim closer
16 to \$89,296.80).

17 d. Failure to Provide Compliant Rest Periods and Associated Premiums: It was estimated
18 that if it could be proven that two (2) rest period premium are due for every workweek
19 during the relevant time period, the potential value of this claim would be \$340,178.28
20 (11,362 workweeks x 2 rest period premium x average hourly rate of \$14.97). At this
21 juncture, a discount of 40% was applied to account for the risks associated with
22 obtaining certification (bringing the value of this claim closer to \$204,106.97), a
23 discount of 50% was applied to account for the risks associated with succeeding on the
24 merits and establishing liability (bringing the value of this claim closer to \$102,053.49),
25 and a discount of 60% was applied to account for the risks associated with proving the
26 extent of damages and obtaining an award thereof (bringing the value of this claim closer
27 to \$40,821.40).

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- 1 e. Failure to Timely Pay Wages after Termination: Based on information and data provided
2 by Defendant, it was estimated that approximately seventy-six (76) putative class
3 members had been terminated during the three-year statute of limitations (i.e., from
4 August 28, 2016). Assuming that these individuals were not timely paid all wages due
5 to them upon termination, the potential value of waiting-time penalties claim was
6 estimated to be \$273,052.80 collectively (76 individuals x [30 days x hourly rate of
7 \$14.97 x 8 hours]), or approximately \$3,592.80 per individual. At this juncture, a
8 discount of 40% was applied to account for the risks associated with obtaining
9 certification (bringing the value of this claim closer to \$163,831.68), a discount of 50%
10 was applied to account for the risks associated with succeeding on the merits and
11 establishing liability (bringing the value of this claim closer to \$81,915.84), and a
12 discount of 50% was applied to account for the risks associated with proving the extent
13 of damages and obtaining an award thereof (bringing the value of this claim closer to
14 \$40,957.92).
- 15 f. Failure to Provide Compliant Wage Statements: Based on data provided by Defendant,
16 it was estimated that approximately eighty-four (84) putative class members worked
17 during the one-year statutory limitations period (i.e., from August 28, 2018). Applying
18 the statutory penalty of fifty dollars (\$50) for each potential violation and one hundred
19 dollars (\$100) for each subsequent violation, the value of this claim was calculated to
20 be \$332,600.00 ([84 initial violations x \$50] + [3284 subsequent violations x \$100]). At
21 this juncture, a discount of 40% was applied to account for the risks associated with
22 obtaining certification (bringing the value of this claim closer to \$199,560.00), a
23 discount of 50% was applied to account for the risks associated with succeeding on the
24 merits and establishing liability (bringing the value of this claim closer to \$99,780.00),
25 and a discount of 60% was applied to account for the risks associated with proving the
26 extent of damages and obtaining an award thereof (bringing the value of this claim closer
27 to \$39,912.00).

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- 1 g. Failure to Reimburse Business Expenses: It was estimated that if it could be proven that
2 ten dollars (\$10.00) in unreimbursed business expenses for every workweek during the
3 relevant time period, the potential value of this claim would be \$113,620.00 (11,362
4 workweeks x \$10.00). At this juncture, a discount of 40% was applied to account for
5 the risks associated with obtaining certification (bringing the value of this claim closer
6 to \$68,172.00), a discount of 50% was applied to account for the risks associated with
7 succeeding on the merits and establishing liability (bringing the value of this claim
8 closer to \$34,086.00), and a discount of 50% was applied to account for the risks
9 associated with proving the extent of damages and obtaining an award thereof (bringing
10 the value of this claim closer to \$17,043.00).
- 11 h. Assuming that it could be shown that civil penalties in the amount of \$1,500 are owed
12 to each of the eighty-four (84) aggrieved employees who were estimated to have worked
13 during the one-year statutory period, the PAGA penalties at issue, which the Court could
14 determine whether or not to assess and whether or not to reduce, were estimated to be
15 approximately \$126,000.00 (84 individuals x \$1,500 civil penalties). At this juncture, a
16 discount of 30% was applied to account for the risks associated with proving
17 manageability (bringing the value of this claim closer to \$88,200.00), a discount of 40%
18 was applied to account for the risks associated with succeeding on the merits and
19 establishing liability (bringing the value of this claim closer to \$52,920.00), and a
20 discount of 50% was applied to account for the risks associated with obtaining an award
21 of civil penalties and the Court's discretion to reduce civil penalties (bringing the value
22 of this claim closer to \$26,460.00).

23 26. The foregoing discussion confirms that the amount of the Settlement is adequate in
24 light of the merits of this case, Plaintiff's allegations and causes of action, the evidence at issue
25 with respect to those allegations and causes of action, and legal and factual arguments and
26 circumstances which pose challenges to certification and monetary recovery. The conclusion to
27 be drawn from the foregoing analysis is that neither class certification, liability, nor the ability to
28 adjudicate and/or recover monetary relief on a class-wide is clear-cut, which is why the Parties

1 elected to settle this matter. Class Counsel recognized the circumstances and realities of the case,
2 applicable case law and regulations, and risks to recovery and applied appropriate discounts. Class
3 Counsel also recognized that additional discounts could be made to the risk-adjusted value to
4 account for the costs and expenses associated with further litigation and the present value of
5 obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the
6 future after further litigation.

7 27. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
8 in the best interest of the Class. Class Counsel further submits that the Settlement is within an
9 acceptable range of recovery for this type of litigation given the strengths and weaknesses of the
10 case, the inherent costs and risks of further litigation, and the costs and risks associated with class
11 certification, representative adjudication, trial, and/or appeals.

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

14 Executed on this 29th day of November 2021, at Glendale, California.

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Edwin Aiwanian

EXHIBIT 1

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1 putative class defined as: “all current and former hourly-paid or non-exempt employees who
2 worked for any of the Defendants within the State of California at any time during the period
3 from August 28, 2014 to final judgment.”

4 b. Defendant represents that, on or about January 2018, it implemented Electronic
5 Logging Device (“ELD”) software on every Fresh-Link Logistics, LLC truck driver’s Company-
6 issued smart phone.

7 c. It is the Parties’ intention by this Settlement (the “Settlement”) to fully and finally
8 settle the Released Claims (defined below) as to Released Entities (defined below), as well as any
9 claims that could have been brought by Plaintiff.

10 d. Defendant Fresh-Link represents and warrants that none of the Class Members
11 (defined below) were ever employed by Field Fresh Foods, Inc., and Field Fresh Foods, Inc. has
12 confirmed this to be the case.

13 e. The Parties agreed to engage in mediation between Plaintiff and Fresh-Link
14 Logistics, LLC *only*, and accordingly participated in extensive negotiations, including
15 participation in a full-day formal, private mediation session on February 18, 2021 with private
16 mediator Eve Wagner, a neutral and well-respected mediator. Prior to the mediation, the Parties
17 exchanged informal discovery, including composite datapoints regarding active and former
18 putative class member employees, recordkeeping, employer shifts, payroll records (including
19 wage statements and time records), wage and hour policies, and employment records for Plaintiff.
20 Plaintiff and Class Counsel then analyzed the data and provided an estimated potential liability
21 analysis from which to negotiate with Defendant Fresh-Link and Defense Counsel. At all times,
22 the negotiations leading to this Settlement have been adversarial, non-collusive, and at arms’
23 length.

24 f. At the conclusion of the mediation on February 18, 2021, the Parties continued
25 arms’ length negotiations and, on April 21, 2021, entered into an enforceable Memorandum of
26 Understanding (“MOU”), which provided an overview of the Settlement terms.

27 g. The Parties are sufficiently familiar with the facts of the Litigation and the
28 applicable law, so as to warrant Settlement at this time.

1 h. The Parties are represented by counsel and have had the opportunity to consult
2 with counsel prior to the submission of this Settlement to the Court.

3 i. Nothing in this Settlement, nor the fact of the Settlement itself, shall be construed
4 or deemed an admission of liability, culpability, negligence or wrongdoing of any kind on the part
5 of Defendant Fresh-Link with respect to the claims alleged in this Litigation.

6 j. Defendant Fresh-Link denies any liability or wrongdoing of any kind associated
7 with the claims alleged in the Litigation under state or federal law and further denies that, for any
8 purpose other than settling the Litigation, this Litigation is appropriate for class treatment.
9 Defendant Fresh-Link contends, among other things, that it has complied at all times with the
10 California Labor Code, the California Business & Professions Code, the applicable IWC Wage
11 Orders, and all other applicable California and federal law. Nonetheless, Defendant Fresh-Link
12 has concluded that further litigation would be protracted and expensive and would also divert
13 Defendant Fresh-Link's resources. Defendant Fresh-Link has taken into account the uncertainty
14 and risks inherent in litigation. Defendant Fresh-Link has therefore concluded that it is desirable
15 that the Litigation be fully and finally settled in the manner and upon the terms and conditions set
16 forth in this Stipulation of Settlement and Release (the "Settlement Agreement").

17 k. Plaintiff believes that he has filed a meritorious action and that class certification is
18 appropriate. Plaintiff contends that Defendants violated California wage and hour law, and that
19 this Litigation is appropriate for class certification as the requisites for class certification can be
20 satisfied in this case. However, Plaintiff recognizes and acknowledges the significant expense
21 and length of continued proceedings necessary to prosecute litigation against Defendants through
22 class certification, trial, and appeal. Plaintiff is aware that the likelihood of protracted litigation
23 will only further delay recovery and payment of any wages and penalties he alleges are owed to
24 the Class. Plaintiff is also aware of the inherent problems of proof and possible defenses to the
25 claims alleged and to class certification. After careful consideration and mediation, Plaintiff has
26 concluded that this class action lawsuit should be fully and finally settled in a manner and upon
27 the terms and conditions set forth in this Settlement Agreement.

1 It is the desire of the Parties to fully resolve the Released Claims and Litigation as set
2 forth below.

3 II. DEFINITIONS

4 As used in this Settlement Agreement, and for purposes of the settlement of the Litigation
5 and Released Claims only, the following terms shall have the meanings specified below:

- 6 a. "Attorneys' Costs" shall mean Class Counsel's litigation costs and expenses,
7 shown by proper documentation, incurred in this Litigation, to be paid from the
8 GFV subject to approval by the Court, but not to exceed Forty Thousand Dollars
9 (\$40,000.00).
- 10 b. "Attorneys' Fees" shall mean Class Counsel's attorneys' fees in connection with
11 the Litigation to be paid from the GFV subject to approval by the Court, but not to
12 exceed One Hundred Sixty One Thousand Eight Hundred Seventy Five Dollars
13 (\$161,875.00), or thirty-five percent (35%) of the GFV.
- 14 c. "Settlement Administrator" means Simpluris, Inc.
- 15 d. "Class" or "Class Members" means all current and former hourly non-exempt
16 employees employed by Defendant Fresh-Link in California during the period
17 August 28, 2014 to June 18, 2021, and certified by entry of order by the Court for
18 settlement purposes only.
- 19 e. "Class Counsel" means Edwin Aiwasian, Esq., Arby Aiwasian, Esq., and Joanna
20 Ghosh of LAWYERS *for* JUSTICE, PC.
- 21 f. "Class Data List" means a list in Excel format with the Class Members' full
22 names, last-known addresses, last-known telephone numbers, Social Security
23 Numbers, dates of employment as hourly non-exempt employee of Defendant
24 Fresh-Link in California during the Class Period.
- 25 g. "Class Notice" means the Notice of Class Action Settlement, substantially in the
26 form attached as **Exhibit B**.
- 27 h. "Class Period" shall mean the time period from August 28, 2014 to June 18, 2021.
- 28 i. "Defendant Fresh-Link" means Fresh-Link Logistics, LLC.

- j. "Defense Counsel" shall mean Maria C. Rodriguez, Esq. and Marjorie C. Soto, Esq. of McDermott Will & Emery, LLP.
- k. "Effective Date" means the later of: (1) if no objections to the Settlement are raised, the date which is ten (10) business days after entry of the Final Approval Order and Judgment; (2) if objections to the Settlement are raised, the date on which the time to file any appeal from the Final Approval Order and Judgment has expired; (3) if an appeal is timely filed with respect to the Final Approval Order and Judgment, the date such an appeal is dismissed or the Final Approval Order and Judgment is affirmed, and the Final Approval Order and Judgment is not subject to further judicial review or reconsideration by any court.
- l. "Final Approval" shall mean entry of an order by the Court ordering final approval of the Settlement and entering judgment based thereon (the "Final Approval Order and Judgment").
- m. "Gross Fund Value" or "GFV" shall mean the non-reversionary maximum gross amount of Four Hundred Sixty Two Thousand Five Hundred Dollars (\$462,500.00) to be paid by Defendant Fresh-Link pursuant to this Settlement, which is inclusive of the court-approved NFV, LWDA Payment, Settlement Administration Costs, Attorneys' Fees, Attorneys' Costs, and the Service Award.
- n. "Litigation" means the class action lawsuit, *Pedro German v. Field Fresh Foods, Inc., et al.*, Case No. BC719412, filed on or about August 28, 2018 in the Superior Court of California, County of Los Angeles.
- o. "LWDA Payment" shall mean the payment to the State of California Labor and Workforce Development Agency ("LWDA") under the California Private Attorneys General Act of 2004, of Seventy Five Percent (75%) of the PAGA Settlement Amount. The Parties have agreed that Forty Thousand Dollars (\$40,000.00) of the GFV will be allocated to the resolution of any Settlement Class Members' claims arising under PAGA ("PAGA Settlement Amount"). Under California Labor Code section 2699(i), Seventy-Five Percent (75%), or Thirty

1 Thousand Dollars (\$30,000.00), of the PAGA Settlement Amount will be paid to
2 the California Labor and Workforce Development Agency, and Twenty Five
3 Percent (25%), or Ten Thousand Dollars (\$10,000.00), of the PAGA Settlement
4 Amount will be part of the NFV to be distributed to the Settlement Class
5 Members.

- 6 p. “Net Fund Value” or “NFV” shall mean the Gross Fund Value minus the
7 Settlement Administration Costs, Attorneys’ Fees, Attorneys’ Costs, LWDA
8 Payment, and Service Award.
- 9 q. “Operative Complaint” shall mean the contemplated Second Amended Class
10 Action Complaint for Damages and Enforcement Under the Private Attorneys
11 General Act, California Labor Code § 2698 (“Second Amended Complaint”),
12 substantially in the form attached as **Exhibit A**. Parties contemplate that this
13 complaint will be filed in the Litigation by way of stipulation for leave or by
14 seeking leave through the motion for preliminary approval of the Settlement, in
15 order to implement the Settlement.
- 16 r. “PAGA Exhaustion Period” shall mean the 65 days that the LWDA has to provide
17 notice to Plaintiff and the employer (here, Defendant) that it intends to investigate
18 the allegations contained in the PAGA Letter.
- 19 s. “PAGA Letter” shall mean the written notice provided to the LWDA via online
20 filing and by certified mail on May 5, 2021 to Defendant Fresh-Link of the
21 specific provisions of the alleged Labor Code violations raised through the
22 Litigation.
- 23 t. “Plaintiff” shall mean class representative Pedro German.
- 24 u. “Parties” shall mean Plaintiff and Defendant Fresh-Link.
- 25 v. “Preliminary Approval” shall mean entry of an order by the Court ordering
26 preliminary approval of the Settlement, including an order as to the time, date, and
27 place of the hearing on Final Approval of the Settlement (“Final Approval
28 Hearing”), the Class Notice, and any other matters deemed necessary in

1 connection with the Court’s determination of whether or not to grant Final
2 Approval.

3 w. “Released Entities” shall mean Defendant Fresh-Link Logistics, LLC, and any of
4 its present and former members, parents, subsidiaries, affiliates, predecessors,
5 successors, partners, investors, shareholders, principals, agents, servants,
6 employees, officers, directors, representatives, accountants, insurers, and
7 attorneys, including and not limited to, Field Fresh Foods, Inc. to the extent Field
8 Fresh Foods, Inc. may be alleged to be a joint employer of Class Members with
9 Fresh-Link Logistics, LLC that gives rise to Released Claims for which they may
10 be held liable under the California Labor Code, and all of their predecessors,
11 successors, and assigns.

12 x. “Service Award” shall mean the amount up to Five Thousand Dollars (\$5,000.00)
13 for Plaintiff Pedro German, as class representative, to be paid from the GFV
14 subject to Court approval, and for serving as class representative.

15 y. “Settlement” means the terms and conditions set forth in this Stipulation of
16 Settlement and Release.

17 z. “Settlement Administration Costs” means the amount not to exceed \$8,000.00, to
18 be paid from the GFV subject to approval by the Court, to the Settlement
19 Administrator for all costs and expenses due to the Settlement Administrator in
20 connection with its administration of the Settlement including, but not limited to,
21 distributing the Class Notice, calculating the final number of Workweeks for
22 purposes of payments under the Settlement, locating Class Members, processing
23 Requests for Exclusion, Workweeks Disputes, and Objections, tax calculations and
24 reporting, and administering and distributing payments under the Settlement.

25 aa. “Settlement Class Members” or “Settlement Class” shall mean Class Members
26 who do not submit timely and valid Requests for Exclusion.

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1 bb. “Workweeks” shall mean the calculation of each Class Member’s weeks worked
2 during the Class Period, to be determined by the Settlement Administrator using
3 the work start date or dates and work end date or dates during which the Class
4 Member worked as an hourly non-exempt employee, based on Defendant Fresh-
5 Link’s records. Any time period that a Class Member was not performing
6 services for Defendant Fresh-Link shall not be counted for purposes of calculating
7 Workweeks.

8 **III. TERMS OF SETTLEMENT**

9 a. Gross Fund Value. In full and complete settlement of the Released Claims and
10 Litigation, and without admitting any liability, Defendant Fresh-Link shall pay the “all-in,” non-
11 reversionary payment of Four Hundred Sixty-Two Thousand Five Hundred Dollars
12 (\$462,500.00), that will be transmitted to the settlement fund account to be established by the
13 Settlement Administrator, and shall be referred to herein as a Gross Fund Value (“GFV”). The
14 payment of the GFV by Defendant Fresh-Link pursuant to the Settlement includes the NFV to be
15 paid to Settlement Class Members, Settlement Administration Costs, Attorneys’ Fees, Attorneys’
16 Costs, LWDA Payment, and Service Award. Defendant Fresh-Link shall be responsible for
17 paying, in addition to the GFV, any applicable and lawfully required employer payroll taxes
18 (“Employer Taxes”).

19 b. Calculation of Net Fund Value. The Net Fund Value (“NFV”) is equal to the GFV
20 minus the Settlement Administration Costs (up to \$8,000.00), Attorneys’ Fees (up to \$161,875.00
21 or 35% of the GFV), Attorneys’ Costs (up to \$40,000.00), LWDA Payment (up to \$30,000.00),
22 and the Service Award (up to \$5,000). The NFV shall be distributed in full to the Settlement
23 Class Members based on their Workweeks if this Settlement becomes effective as defined above.

24 c. Attorneys’ Fees and Costs: Defendant Fresh-Link agrees not to oppose Class
25 Counsel’s motion for Attorneys’ Fees in the total amount of up to 35% of the GFV to compensate
26 and reimburse Class Counsel for all of the work already performed by Class Counsel in the
27 Litigation and all of the work remaining to be performed by Class Counsel in documenting the
28 Settlement, securing Court approval of the Settlement, administering the Settlement, making sure

1 that the Settlement is properly administered and implemented, and obtaining entry judgment in
2 the Litigation. Regardless of the Attorneys' Fees award, counsel for Plaintiff will not seek to
3 cancel or otherwise challenge the Settlement but will accept the award of the Court, subject to
4 Plaintiff's right to appeal any attorney's fees award by the Court. Class Counsel shall be
5 separately reimbursed for costs actually incurred in litigating this Litigation, subject to
6 documentation of such costs, of up to \$40,000.00 out of the GFV. Should the Court approve a
7 lesser percentage or amount of fees and/or costs, the unapproved portion shall be part of the NFV.

8 d. Service Award: Subject to approval by the Court, Defendant Fresh-Link further
9 agrees to pay Plaintiff a Service Award not to exceed \$5,000.00 for serving as the class
10 representative. Defendant Fresh-Link will not oppose Class Counsel's request. The Service
11 Award is in addition to the Individual Settlement Payment to which Plaintiff is entitled along with
12 other Settlement Class Members to resolve his claims. Should the Court approve a Service
13 Award less than that set forth herein, the unapproved portion shall be part of the NFV.

14 e. Conditions Precedent: The Settlement shall be conditioned on the occurrence of
15 the following events:

- 16 i. Plaintiff has, at the same time of filing a Second Amended Complaint, dismissed
17 Defendant Field Fresh Foods, Inc. from the Litigation without prejudice.
- 18 ii. This Stipulation has been executed by all Parties and by counsel for the Parties;
- 19 iii. The Court has given Preliminary Approval of the Settlement;
- 20 iv. Class Notice has been distributed to Class Members, providing the Class Members
21 with information about the Settlement with an opportunity to opt out of the
22 Settlement Class, object to the Settlement, and/or submit a Workweeks Dispute;
- 23 v. The Court has held a Final Approval Hearing and entered a Final Approval Order
24 and Judgment certifying the Settlement Class which becomes final without being
25 modified on judicial review or reconsideration by any court.

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1 f. No money will be distributed unless and until the Effective Date occurs (defined
2 above). If the Court fails to approve the Settlement, or if any appellate court fails to approve the
3 Settlement, resulting in a failure to reach the Effective Date and/or satisfy the conditions
4 precedent of the Settlement:

5 i. The Settlement shall have no force and effect, and no Party shall be bound by any
6 of its terms;

7 ii. Defendant Fresh-Link shall have no obligation to make any payments under the
8 Settlement;

9 iii. Any preliminary approval order, final approval order, and judgment, shall be
10 vacated;

11 iv. The Settlement Agreement and all negotiations, statements, and proceedings, and
12 data relating thereto, shall be without prejudice to the rights of any of the Parties,
13 all of whom shall be restored to their respective positions in the Litigation prior to
14 the Settlement; and

15 Other than this Settlement, which shall be a matter of public record, or any attachments or
16 exhibits thereof, no ancillary documents, actions, statements, or filings in furtherance of the
17 Settlement, including those exchanged and/or submitted in connection with the February 18, 2021
18 mediation or subsequent settlement discussions, shall be offered into evidence in the Litigation or
19 any other action or proceeding for any purpose whatsoever, pursuant to California Evidence Code
20 sections 1152 and 1154.

21 **IV. SETTLEMENT ADMINISTRATION PROCEDURE**

22 a. Settlement Administrator's Duties: The Settlement Administrator's duties shall
23 include, without limitation, mailing the Class Notices, performing necessary skip traces on Class
24 Notices returned as undeliverable and remailing them, reviewing opt out requests from Class
25 Members, reviewing disputes regarding Workweeks, verifying that Social Security numbers
26 included on opt-out requests match Social Security numbers provided by Defendant to the
27 Settlement Administrator, processing Requests for Exclusion, calculating, issuing, and mailing
28 payments for all Settlement Class Members, providing Class Counsel and Defense Counsel with

1 the reports as requested and as set forth in this Settlement Agreement, preparing declarations
2 regarding completion of settlement administration duties for preliminary or final approval, and
3 calculating Defendant's tax obligations under the Settlement.

4 b. Costs of Settlement Administrator: Plaintiff and Defendant Fresh-Link obtained
5 quotes from multiple potential third-party administrators and ultimately agreed to use Simpluris,
6 Inc. for administration of the Settlement and to allocate an amount not to exceed \$8,000.00, to be
7 paid from the GFV, toward administration of the settlement ("Settlement Administration Costs").
8 If the Settlement Administrator is able to complete its work for less than \$8,000.00, the balance
9 will be included in the NFV.

10 c. Calculation of Class Members' Payments: In consideration for the Settlement and
11 a release of all Released Claims against Defendant Fresh-Link and the Released Entities, all
12 Settlement Class Members will be issued a proportionate share of the NFV. The determination of
13 each Settlement Class Member's proportionate share of the NFV will be based on his or her
14 Workweeks as compared to the Workweeks of all Settlement Class Members.

15 d. Updates to Estimated Workweek Count. The Maximum Settlement Amount was
16 calculated with, and is premised on, Defendant's representation that there are approximately
17 Eleven Thousand Three Hundred Sixty Two (11,362) Workweeks at issue between August 28,
18 2014 through January 21, 2021. If in fact the actual number of Workweeks during the Class
19 Period is more than ten percent (10%) above 11,362 (i.e., more than 12,498), Defendant Fresh-
20 Link shall have the option to either cut off the Class Period to the date on which the actual
21 number of Workweeks reaches 12,498, or to increase the GFV on a *pro rata* basis to the extent
22 the Workweeks exceed 12,498.

23 e. Disputes Regarding Workweeks: Class Members will have the opportunity,
24 should they disagree with Defendant's records regarding the number of Workweeks, as stated on
25 their Class Notice, to provide documentation and/or an explanation to show contrary information.
26 Any dispute must be in writing and must: (i) contain the case name and case number of the
27 Litigation, as well as, the full name, current mailing address, signature, and last four digits of the
28 Social Security number of the Class Member; (ii) include an explanation of the number of

1 Workweeks the Class Member contends should be credited to him or her; (iii) attached
2 documentation demonstrating that the number of Workweeks credited to him or her based on
3 Defendant's records is incorrect and that the number he or she proffers is correct; (iv) and be
4 submitted by mail to the Settlement Administrator at the specified address set forth on the Class
5 Notice postmarked within sixty (60) calendar days of the Settlement Administrator's mailing of
6 the Class Notice ("Response Deadline"). If disputes are not submitted in a timely manner,
7 Settlement Class Members will be paid based on Defendant's records. If there is a dispute, the
8 Settlement Administrator will consult with the Parties to determine whether an adjustment is
9 warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of,
10 any Individual Settlement Payments under the terms of the Settlement. The Settlement
11 Administrator's determination the amount of any Individual Settlement Payment shall be binding
12 upon the Settlement Class Member and the Parties.

13 f. Class Data List: Defendant Fresh-Link will have fifteen (15) business days after
14 Preliminary Approval to provide the Settlement Administrator with the Class Data List. Based on
15 the Class Data List, the Settlement Administrator will calculate the total number of Workweeks
16 for the Class Members. This will result in an aggregate amount of Workweeks, as well as an
17 individual amount of Workweeks for each of the Class Members. In order to determine the
18 amount of payment for each Workweek, the NFV shall be divided by the total aggregate
19 Workweeks of the Class Members to yield the "Workweek Value," and each Class Member's
20 individual number of Workweeks will be multiplied by the Workweek Value to yield the
21 estimated Individual Settlement Payment that he or she may be eligible to receive under the
22 Settlement if they do not opt out of the Settlement.

23 g. Tax Treatment of Each Class Member's Portion of NFV: The individual
24 Settlement Payment to each Settlement Class Member will be one-third (1/3) wages (to be
25 reported on IRS Form W-2) and two-thirds (2/3) penalties and interest (to be reported on IRS
26 Form 1099). The Settlement Administrator will be responsible for preparing and issuing Form
27 W-2 and Form 1099 to each Settlement Class Member. The employee's share of taxes and
28 withholding for the wage portion of the Individual Settlement Payments will be calculated by the

1 Settlement Administrator, subtracted from the Individual Settlement Payments, and paid to the
2 appropriate government agencies by the Settlement Administrator. Defendant Fresh-Link shall
3 be responsible for paying the Employer Taxes separately and in addition to the GFV. The
4 Settlement Administrator will calculate the amount owed by Defendant Fresh-Link, which will be
5 paid to the Settlement Administrator by Defendant Fresh-Link at the time that it funds the GFV.
6 The Settlement Administrator shall also be responsible for collecting from Defendant Fresh-Link,
7 and submitting on its behalf, the Employer Taxes to the appropriate government agencies.

8 h. Tax Treatment of Plaintiff's Service Award: The Service Award to Plaintiff will
9 be a non-wage payment, to be reported on an IRS Form 1099. Plaintiff will be responsible for
10 correctly characterizing the Service Award as compensation for tax purposes and for payment of
11 any taxes owing on said amount.

12 i. Taxes and Withholdings: The Settlement Administrator shall be responsible for
13 calculating and withholding all required state and federal taxes on behalf of both Settlement Class
14 Members and Defendant, and for communicating this information to the Parties in a report in
15 which the names of the Settlement Class Members will be coded. For each Settlement Class
16 Member, the report shall state the number of Workweeks, the gross award, the Settlement Class
17 Member's share of taxes withheld, the net award and the amount of Defendant's related payroll
18 burden to be paid to government entities. The Settlement Administrator will not disclose to Class
19 Counsel any address, telephone or other personal information of any Settlement Class Member
20 unless so ordered by the Court. Proof of payment will be filed with the Court and provided to the
21 Parties' counsel.

22 j. Reporting to Parties: After the Class Notices are mailed to Class Members, the
23 Settlement Administrator shall provide a weekly report to Class Counsel and Defense Counsel
24 setting forth the number of opt-outs and Workweeks Disputes received. Within seventy (70)
25 calendar days after the Class Notice is mailed, the Settlement Administrator will provide a further
26 report certifying jointly to Class Counsel and Defense Counsel which Requests for Exclusion or
27 objections were valid and timely submitted.

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1 k. Dispute of Final Report: After the Settlement Administrator provides the final
2 report of all timely and valid Requests for Exclusion, counsel for the Parties shall have five (5)
3 days after the Settlement Administrator issues its report to review and make any objections to the
4 report from the Settlement Administrator. Any dispute with regard to the calculation of award
5 checks will be decided by the Court.

6 l. Disputes Regarding Administration of Settlement: Any disputes not resolved by
7 the Settlement Administrator concerning the administration of the Settlement will be resolved by
8 the Court, under the laws of the State of California. Prior to any such involvement of the Court,
9 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of
10 involving the Court.

11 m. Contact with Class Members: Class Counsel agrees not to affirmatively telephone,
12 e-mail or otherwise contact any Class Members, except for Class Counsel contacting Plaintiff,
13 regarding the Settlement or responding to a Class Member inquiry, including any attempts to
14 encourage or discourage, any Class Member to participate in the Settlement. Defendant Fresh-
15 Link and Defense Counsel agree that they will not attempt to encourage or discourage any Class
16 Member to participate in the Settlement, but may advise its employees of this Settlement. Prior to
17 the Class Notice mailing to Class Members, the Parties and their counsel will respond to any
18 inquiries from Class Members with only a statement that a settlement has been reached and that
19 the details will be communicated in a forthcoming court approved notice. After the mailing of the
20 Class Notice, any such inquiries will be handled only by referring the Class Member to the
21 Settlement Administrator.

22 **V. NOTICE TO SETTLEMENT CLASS MEMBERS**

23 a. Notice to Class Members: Within twenty-five (25) business days of the date of
24 Preliminary Approval of the Settlement, the Settlement Administrator shall mail, by U.S. First
25 Class, to Class Members a Class Notice. The Class Notice will list the individual Class
26 Member's total number of Workweeks and estimated Individual Settlement Payment.

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1 b. Opt-Out Procedure for Settlement Class: The Class Notice sent to all Class
2 Members will include the right of each individual Class Member to opt out of the Settlement.
3 Any Settlement Class Member who wishes to opt out of the Settlement must complete and submit
4 a written statement requesting exclusion from the Settlement (“Request for Exclusion,” “opt out,”
5 or “opt-out”) within the Response Deadline. A Request for Exclusion must: (i) contain the case
6 name and number of the Litigation, as well as, the full name, current mailing address, signature,
7 and last four digits of the Social Security number of the person requesting exclusion;(ii) include
8 the statement, or words that are sufficiently similar to the following: “I wish to be excluded from
9 the Settlement of the case entitled *German v. Fresh-Link Logistics, LLC*, Los Angeles Superior
10 Court Case No. BC719412”; and (iii) be submitted by mail to the Settlement Administrator at the
11 specified address set forth on the Class Notice, postmarked on or before the Response Deadline.
12 The date of the postmark on the mailing envelope shall be the exclusive means used to determine
13 whether a Request for Exclusion has been timely submitted. In the event of any dispute
14 concerning whether a Class Member has timely and properly opted out of the Settlement, counsel
15 for the Parties shall meet and confer in good faith to resolve such dispute. Opting-out of the
16 Settlement waives the right to object to the Settlement. To the extent that a Class Member
17 submits both a Request for Exclusion and an objection, the Request for Exclusion will be
18 accepted and the objection will be deemed invalid.

19 c. Objection Procedure for Settlement Class: Settlement Class Members shall also be
20 informed of their right to object to the Settlement in writing or orally at the Final Approval
21 Hearing. A written objection must: (i) contain the case name and number of the Litigation and
22 the Class Member’s full name, current mailing address, telephone number, signature, and last four
23 digits of the Social Security number; (ii) contain a statement of the objection(s), as well as
24 specific reasons, if any, for the objections, and any supporting materials the Class Member wishes
25 to introduce and/or rely upon; (iii) identify any attorney who represents the objector; and (iv) be
26 submitted by mail to the Settlement Administrator, postmarked on or before the Response
27 Deadline. The date of the postmark on the mailing envelope shall be the exclusive means used to
28 determine whether a written objection has been timely submitted. In the event of any dispute

1 concerning whether a Class Member has timely and properly objected to the Settlement, counsel
2 for the Parties shall meet and confer in good faith to resolve such dispute. A Settlement Class
3 Member may, as an alternative to a written objection, present an objection orally at the Final
4 Approval Hearing.

5 d. Returned Mail: If the Class Notice is returned as undeliverable with a forwarding
6 address provided by the United States Postal Service, within thirty (30) calendar days of the
7 initial mailing of the Class Notice, the Settlement Administrator will promptly resend the Class
8 Notice to that forwarding address along with a brief letter stating that the Class Member has until
9 the original Response Deadline to submit an objection, opt out, and/or Workweeks Dispute. If an
10 original mailing is returned as undeliverable without a forwarding address, within thirty (30)
11 calendar days of the initial mailing of the Class Notice, the Settlement Administrator will perform
12 one skip trace only, and if it obtains a more recent address, will resend the Class Notice along
13 with a brief letter stating that the Class Member has until the original Response Deadline to
14 submit an objection, opt out, and/or Workweeks Dispute. Settlement Administrator will endeavor
15 to complete all re-mailings within five (5) calendar days of receipt of an undeliverable.

16 e. Expiration of Checks: Individual Settlement Payment checks will be negotiable for
17 one hundred eighty (180) calendar days after issuance, and thereafter, will be cancelled and the
18 funds associated with any and all cancelled checks to the Alliance for Children's Rights.
19 Settlement Class Members who, for any reason, do not negotiate their checks in a timely manner
20 shall nevertheless remain subject to and bound to the terms of the Settlement, Final Approval
21 Order Judgment, and the release of Released Claims.

22 **VI. FUNDING AND PAYMENT OF SETTLEMENT**

23 a. Funding of Settlement: Within ten (10) business days of the Effective Date,
24 Defendant Fresh-Link will deposit the money necessary to fund the Settlement into a qualified
25 settlement account maintained by the Settlement Administrator.

26 b. Payment Procedure: Within ten (10) business days after Defendant's deposit of
27 funds with the Settlement Administrator, the Settlement Administrator will pay all Individual
28 Settlement Payments to Settlement Class Members, LWDA Payment to the LWDA, Court-

1 approved Attorneys' Fees and Costs to the Class Counsel, Settlement Administration Costs to the
2 Settlement Administrator, and the Service Award to Plaintiff.

3 **VII. RELEASE BY THE CLASS MEMBERS**

4 a. Settlement Class Member Release. Upon the Effective Date and full funding of
5 the GFV, Plaintiff and each Settlement Class Member (i.e., a Class Member who has not
6 submitted a timely and valid Request for Exclusion) shall have released, to the maximum extent
7 permitted by law, Defendant Fresh-Link Logistics, LLC and each of the Released Entities from
8 all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
9 damages, actions or causes of action contingent or accrued, arising during the Class Period, or
10 alleged in the Operative Complaint or which could have been alleged based on the factual
11 allegations in the Operative Complaint, and any and all other claims that could arise from the
12 allegations asserted in the Operative Complaint, including but not limited to claims for off-the-
13 clock work, unpaid minimum or overtime wages, non-compliant meal periods and/or associated
14 premiums, non-complaint rest periods and/or associated premiums, wages not timely paid during
15 employment, final wages not timely paid and/or waiting-time penalties, failure to include bonuses
16 and other non-discretionary compensation in the calculation of the regular rate of pay for
17 purposes of overtime compensation, wage statements, expense reimbursements, failure to
18 maintain payroll records, unfair business practices under California Business & Professions Code
19 § 17200, et seq. based on the aforementioned, and all penalties including and not limited to, civil
20 penalties under the Private Attorneys General Act (California Labor Code § 2698, et seq.) based on
21 the aforementioned (the "Released Claims").

22 b. Plaintiff's General Release of Claims; Release of Known and Unknown Claims.
23 Plaintiff, for himself and his heirs, representatives, attorneys, executors, administrators,
24 successors, and assigns, does hereby release, acquit, and forever discharge Defendant Fresh-Link
25 and all of its past, present, and future parent companies, affiliates, members, subsidiaries,
26 divisions, joint venturers, predecessors, successors, insurers, assigns, consultants, subcontractors,
27 and their employee benefit plans, and the trustees, fiduciaries, and administrators of those plans,
28 and any of their current or former stockholders, officers, directors, partners, servants, agents,

1 employees, independent contractors, representatives, attorneys, and all persons acting under, by,
2 through, or in concert with any of them, and each of them from any and all actions, causes of
3 action, grievances, obligations, attorneys' fees, costs, expenses, damages, wages, losses, claims,
4 liabilities, suits, debts, demands, and benefits, of whatever character, in law or in equity, known
5 or unknown, suspected or unsuspected, matured or not matured, of any kind or nature whatsoever,
6 based on any act, omission, event, occurrence, or nonoccurrence at any time prior to the Effective
7 Date, including but not limited to any claims or causes of action arising out of or in any way
8 relating to Plaintiff's employment relationships with Defendant. Plaintiff further waives his right
9 to opt out from or challenge the Settlement, the Settlement Class, or any of the matters contained
10 in this Agreement.

11 Plaintiff further acknowledges that claims may hereafter be discovered that are in addition
12 to or different from those that are now known or believed to exist with respect to the subject
13 matter of this Settlement and which, if known or suspected at the time of executing this
14 Settlement Agreement, may have materially affected the decision to execute this Settlement
15 Agreement. Plaintiff understands that he is waiving all rights and benefits afforded by Section
16 1542 of the California Civil Code, which provides:

17 **A general release does not extend to claims that the creditor or**
18 **releasing party does not know or suspect to exist in his or her favor at**
19 **the time of executing the release, and that if known by him or her,**
20 **would have materially affected his or her settlement with the debtor or**
21 **released party.**

22 c. The Parties intend that the judgment pursuant to California Rule of Court 3.769(h)
23 entered by the Court shall be final and binding upon all Settlement Class Members (including
24 Plaintiff).

25 **VIII. CERTIFICATION OF CLASS FOR PURPOSES OF SETTLEMENT ONLY**

26 a. These stipulations are made solely for purposes of the Settlement, and if this case
27 were to be further litigated, the Parties reserve their rights to contend that a different scope and
28 nature of class certification – including none at all – would be appropriate. These stipulations are
in no way an admission that class certification is proper under the more stringent standards

1 otherwise applicable to class certification not involving a settlement class; thus, this Settlement
2 will not be admissible in this or any other action or proceeding as evidence (i) that the Class or
3 any other class should be certified or (ii) that Defendant Fresh-Link is liable to Plaintiff, the Class
4 Members, or any other class.

5 b. Notwithstanding any other provision in the Settlement Agreement, Defendant
6 Fresh-Link retains the right, in the exercise of its sole discretion, to nullify the Settlement within
7 thirty (30) calendar days after the Response Deadline, if ten percent (10%) or more of Class
8 Members opt out of the Settlement. Parties and their counsel specifically agree not to solicit opt-
9 outs, directly or indirectly, through any means.

10 c. If, for any reason, the Court does not grant final approval of the Settlement without
11 material modification, or if the Court's final approval of the Settlement is reversed or materially
12 modified on appellate review, then the Settlement will automatically become null and void; the
13 fact that the Parties had made the Settlement or that the Court accepted the Settlement will not be
14 offered as evidence in any subsequent proceeding in the Litigation or elsewhere, by Parties.

15 d. If, after a notice of appeal or a petition for writ of certiorari, or any other motion,
16 petition, or application, the reviewing court vacates, reverses, or modifies the Final Approval
17 Order and Judgment such that there is a material modification to the Settlement, and that Court's
18 decision is not completely reversed and the Final Approval Order and Judgment is not fully
19 affirmed on review by a higher court, then either Plaintiff or Defendant Fresh-Link will have the
20 right to void the Settlement, which the Party must do by giving written notice to the other Parties,
21 the reviewing court, and the Court not later than fourteen (14) business days after the reviewing
22 court's decision vacating, reversing, or materially modifying the Final Approval Order and
23 Judgment becomes final. The Court's vacation, reversal, or modification of Plaintiff's Service
24 Award or the Class Counsel Attorneys' Fees and Costs will not constitute a vacation, reversal, or
25 material modification of the Final Approval Order and Judgment within the meaning of this
26 paragraph, provided that Defendant's obligation to make payments under this Settlement remains
27 limited to the Gross Fund Value and Employer Taxes.

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1 **IX. NO PUBLICITY**

2 a. Plaintiff and Class Counsel will not engage in any type of publicity related to the
3 Litigation or Settlement, including but not limited to posting the fact of this Litigation or
4 Settlement on any website, issuing any type of press release regarding this Litigation or
5 Settlement, initiating any media coverage (digital, radio, satellite, print, recorded, social media,
6 including Facebook, Twitter, Instagram, Myspace, Vine, TikTok, Snapchat, etc.) or responding to
7 any request for comment about the Litigation or Settlement, or responding to any press inquiries
8 regarding this Litigation or Settlement. Class Counsel further agrees that to the extent previous
9 websites or publications of any kind were created to notify putative class members of this
10 Litigation, such websites will be immediately removed.

11 b. All materials provided to Plaintiff and Class Counsel in the course of effectuating
12 the Settlement remain confidential and produced only for the purpose of effectuating this
13 settlement. Plaintiff's counsel agrees not to use any materials produced by Defendant Fresh-Link
14 only for the purpose of effectuating the Settlement, for any other purpose.

15 **X. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

16 a. Plaintiff shall, within fifteen (15) days after the expiration of the PAGA
17 Exhaustion Period, and with Defense Counsel's prior review and approval, file the contemplated
18 Second Amended Complaint, via a stipulation agreed to by the Parties and filed with the Court
19 that adds the PAGA cause of action and dismisses Field Fresh Foods, Inc. from the Litigation
20 without prejudice;

21 b. Plaintiff shall, within fifteen (15) days after the later of (a) the Parties' execution
22 of this Agreement, or (b) the expiration of the PAGA Exhaustion Period, promptly prepare and
23 file with the Court a motion for preliminary approval and determination by the Court as to the
24 fairness, adequacy, and reasonableness of the Settlement. The motion for preliminary approval
25 shall request entry of an order granting preliminary approval of the Settlement ("Preliminary
26 Approval Order") which would accomplish the following:

- 27 i. Certify the Class under California Code of Civil Procedure § 382 for purposes of
28 settlement;

- ii. Preliminarily appoint Plaintiff as the representative of the Class, Plaintiff's Counsel as counsel for the Class, and Simpluris, Inc. as the Settlement Administrator;
- iii. Approve as to form and content the proposed Class Notice and direct its mailing by first class mail to the Class Members; and
- iv. Schedule a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members;

XI. DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL

a. Plaintiff shall submit a motion for final approval per California Code of Civil Procedure 1005 or such other deadline as the Court sets.

b. In connection with the motion for final approval of the Settlement, Class Counsel will submit a proposed final order and judgment ("Final Approval Order and Judgment"):

- i. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- ii. Certifying the Settlement Class for settlement purposes only;
- iii. Approving Class Counsel's application for an award of Attorneys' Fees and reimbursement of Attorneys' Costs;
- iv. Approving Plaintiff's Service Award;
- v. Approving the LWDA Payment;
- vi. Releasing all claims against Defendant and the Released Entities during the Class Period on behalf of Settlement Class Members; and
- vii. Entering judgment consistent with California Rule of Court 3.769(h).

XII. PARTIES' AUTHORITY

The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to the terms and conditions of the Settlement.

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1 **XIII. MUTUAL FULL COOPERATION**

2 The Parties agree to fully cooperate with each other to accomplish the terms of this
3 Settlement Agreement, including but not limited to, execution of such documents and to take such
4 other action as may reasonably be necessary to implement the terms of this Settlement
5 Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all
6 efforts contemplated by this Settlement Agreement and any other efforts that may become
7 necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth
8 herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the
9 assistance and cooperation of Defendant Fresh-Link and its counsel, take all necessary steps to
10 secure the Court's preliminary and final approval of the Settlement.

11 **XIV. NO PRIOR ASSIGNMENTS**

12 The Parties represent, covenant, and warrant that they have not directly or indirectly,
13 assigned, transferred, encumbered, or purported to assign, or transfer to any person or entity any
14 portion of any liability, claim, demand, action, cause of action, or rights herein released and
15 discharged except as set forth herein.

16 **XV. NO ADMISSIONS**

17 Nothing contained herein, nor the consummation of the Settlement, is to be construed or
18 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant
19 Fresh-Link. Defendant Fresh-Link specifically denies any liability. Each of the Parties hereto
20 has entered into this Settlement Agreement with the intention to avoid further disputes and
21 litigation with the attendant inconvenience and expenses.

22 **XVI. NO REHIRE**

23 Defendants contend that Plaintiff was only employed by Defendant Fresh-Link and was
24 terminated from employment for a legitimate, non-discriminatory, and non-retaliatory reason, and
25 the termination reason precludes any rehire of Plaintiff. Plaintiff also agrees that if he submits an
26 application for employment with Defendant Fresh-Link, or with any parent, subsidiary, affiliate,
27 member, predecessor or successor of Defendant Fresh-Link, this Agreement shall constitute good
28 and just cause, as a matter of law, for rejection of such application. Defendant Fresh-Link shall

1 provide Plaintiff with a neutral reference to include Plaintiff's dates of employment and position
2 held.

3 **XVII. CONSTRUCTION**

4 The Parties agree that the terms and conditions of this Settlement Agreement are the result
5 of lengthy, intensive arms-length negotiations between the Parties and were arrived at after a
6 mediation session. The Parties further agree that this Settlement Agreement shall not be
7 construed in favor of or against any Party by reason of the extent to which any Party or he, or his
8 counsel, participated in the drafting of this Settlement Agreement.

9 **XVIII. CAPTIONS AND INTERPRETATIONS**

10 Paragraph titles or captions contained herein are inserted as a matter of convenience and
11 for reference, and in no way define, limit, extend, or describe the scope of this Settlement
12 Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and
13 not merely a recital.

14 **XIX. MODIFICATION**

15 This Settlement Agreement may not be changed, altered, or modified, except in writing
16 and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not
17 be discharged except by performance in accordance with its terms or by a writing signed by the
18 Parties hereto.

19 **XX. INTEGRATION CLAUSE**

20 This Settlement Agreement contains the entire agreement between the Parties relating to
21 the Settlement and transaction contemplated hereby, and all prior or contemporaneous
22 agreements, understandings, representations, and statements, whether oral or written and whether
23 by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived
24 except in writing.

25 **XXI. BINDING ON ASSIGNS**

26 The Settlement Agreement shall be binding upon and inure to the benefit of the Parties
27 and their respective heirs, trustees, executors, administrators, successors, and assigns.

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1 **XXII. CLASS COUNSEL SIGNATORIES**

2 It is agreed, that because of the large number of Settlement Class Members, it is
3 impossible or impractical to have each Settlement Class Member execute this Stipulation. The
4 Class Notice will advise all Settlement Class Members of the binding nature of the release and
5 such shall have the same force and effect as if this Settlement Agreement were executed by each
6 member of the Settlement Class.

7 **XXIII. COUNTERPARTS**

8 1. This Settlement Agreement may be executed in counterparts, by hand, facsimile,
9 and/or electronic means, and when each party has signed and delivered at least one such
10 counterpart, each counterpart shall be deemed an original, and, when taken together with other
11 signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and
12 effective as to all Parties.

13 **XXIV. CONTINUED JURISDICTION:**

14 After entry of the judgment, the Court will have continuing jurisdiction under California
15 Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and
16 enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such
17 post-Court Approval matters as may be appropriate under court rules or as set forth in this
18 Settlement.

19 **XXV. NOTICES**

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

24 ///

25 ///

26 ///

27 ///

28 ///

To Class Counsel:

Edwin Aiwarzian (SBN 232943)
edwin@calljustice.com
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

To Defense Counsel:

MARIA C. RODRIGUEZ (SBN 194201)
mcrodriguez@mwe.com
MARJORIE C. SOTO (SBN 313290)
mcsoto@mwe.com
MCDERMOTT WILL & EMERY LLP
2049 Century Park East, Suite 3200
Los Angeles, California 90067-3206
Telephone: (310) 277-4110
Facsimile: (310) 277-4730

IT IS SO AGREED:

DATED: 10/18/2021

By: 
Pedro German
Class Representative

FRESH-LINK LOGISTICS, LLC

DATED: _____

By: _____
Emelio Castaneda
Its: President

APPROVED AS TO FORM:

LAWYERS FOR JUSTICE, PC

DATED: 10/18/2021

By: 
Edwin Aiwarzian
Attorney for Plaintiff

McDermott Will & Emery LLP

DATED: _____

By: _____
Maria C. Rodriguez
Marjorie C. Soto
Attorney for Defendant Fresh-Link Logistics,
LLC and Field Fresh Foods, Inc.

To Class Counsel:

Edwin Aiwarzian (SBN 232943)
edwin@calljustice.com
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
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To Defense Counsel:

MARIA C. RODRIGUEZ (SBN 194201)
mcrodriguez@mwe.com
MARJORIE C. SOTO (SBN 313290)
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MCDERMOTT WILL & EMERY LLP
2049 Century Park East, Suite 3200
Los Angeles, California 90067-3206
Telephone: (310) 277-4110
Facsimile: (310) 277-4730

IT IS SO AGREED:

DATED: _____

By: _____

Pedro German
Class Representative

FRESH-LINK LOGISTICS, LLC

DATED: 10-21-2021

By:  _____

Emelio Castaneda
President

APPROVED AS TO FORM:

LAWYERS FOR JUSTICE, PC

DATED: _____

By: _____

Edwin Aiwarzian
Attorney for Plaintiff

McDermott Will & Emery LLP

DATED: 10/20/2021

By:  _____

Maria C. Rodriguez
Marjorie C. Soto
Attorney for Defendant Fresh-Link Logistics,
LLC and Field Fresh Foods, Inc.

EXHIBIT A

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

***Pedro German v. Field Fresh Foods, Inc., et al.,* Superior Court of California for the County of Los Angeles, Case No. BC719412**

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Pedro German (“Plaintiff”) and Defendant Fresh-Link Logistics, LLC (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the case entitled *Pedro German v. Field Fresh Foods, Inc., et al.*, Superior Court of California, County of Los Angeles, Case No. BC719412, (“Litigation”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Class**” means all current and former hourly non-exempt employees employed by Defendant Fresh-Link in California during the period August 28, 2014 to June 18, 2021.

“**Class Member**” means an individual or individuals who fall(s) within the definition of the Class.

“**Class Period**” means the time period August 28, 2014 to June 18, 2021.

II. BACKGROUND OF THE LAWSUIT

On August 28, 2018, Plaintiff filed the Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. BC719412, against Fresh-Link Logistics, LLC and Field Fresh Foods, Inc. On January 14, 2019, Plaintiff filed the First Amended Class Action Complaint for Damages.

On [date], Field Fresh Foods, Inc. was dismissed from the Litigation.

On [date], Plaintiff filed the Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”).

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Litigation or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation of Settlement and Release (“Settlement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff as the representative

of the Class (“class representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Litigation have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the claims asserted in the Litigation and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total maximum settlement amount is four hundred sixty-two thousand five hundred dollars and zero cents (\$462,500.00) (the “Gross Fund Value”). The portion of the Gross Fund Value that is available for payment to Settlement Class Members is referred to as the “Net Fund Value.” The Net Fund Value will be the Gross Fund Value less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees, consisting of attorneys’ fees in an amount not to exceed 35% of the Gross Fund Value (i.e., \$161,875.00); (2) Attorneys’ Costs consisting of reimbursement of litigation costs and expenses in an amount not to exceed forty thousand dollars and zero cents (\$40,000.00) to Class Counsel; (3) Service Award in an amount not to exceed five thousand dollars and zero cents (\$5,000.00) to Plaintiff for his services in the Litigation; (4) Settlement Administration Costs in an amount not to exceed eight thousand dollars and zero cents (\$8,000.00) to the Settlement Administrator; and (5) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of thirty thousand dollars and zero cents (\$30,000.00) for its 75% portion of the PAGA Settlement Amount. Note: a total of forty thousand dollars and zero cents (\$40,000.00) from the Gross Fund Value has been allocated toward penalties under the Private Attorneys General Act (“PAGA Settlement Amount”), of which the LWDA will be paid 75% and the remaining 25% (i.e., \$10,000.00) will be a part of the Net Fund Value for distribution to Settlement Class Members.

Settlement Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Fund Value (“Individual Settlement Payment”) based on the number of weeks worked as an hourly non-exempt employee of Defendant during the Class Period (“Workweeks”).

Settlement Class Members will be issued payment for a proportionate share of the Net Fund Value. The determination of each Settlement Class Member’s proportionate share of the Net Fund Value will be based on his or her Workweeks as compared to the Workweeks of all Settlement Class Members. An estimate of your potential share is listed in Section III.C below. Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as one-third (1/3) wages, which will be reported on an IRS Form W-2, and two-third (2/3) penalties and interest, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Payment will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Payments, resulting in a net payment to the Settlement Class Member. The employer’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Payments will be paid by Defendant separately and in addition to the Gross Fund Value.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records, you have been credited with [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator. The dispute must: (i) contain the case name and number (*German vs. Field Fresh Foods, Inc.*, Los Angeles Superior Court Case No. BC719412) and your full name, current mailing address, signature, and last four digits of your Social Security number; (ii) include an explanation of the number of Workweeks you contend should be credited to you; (iii) attach documentation demonstrating that the number of Workweeks credited to you based on Defendant's records is incorrect and that the number you propose is correct; and (iv) be submitted by mail to the Settlement Administrator at the address set forth in Section IV.B below, postmarked **no later than [the Response Deadline]**.

C. Your Estimated Individual Settlement Payment

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[REDACTED]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Fund Value, Plaintiff and each Settlement Class Member (i.e., a Class Member who has not submitted a timely and valid Request for Exclusion) shall be deemed to have released, to the maximum extent permitted by law, Defendant Fresh-Link Logistics, LLC and each of the Released Entities from all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action contingent or accrued, arising during the Class Period, or alleged in the Operative Complaint or which could have been alleged based on the factual allegations in the Operative Complaint, and any and all other claims that could arise from the allegations asserted in the Operative Complaint, including but not limited to claims for off-the-clock work, unpaid minimum or overtime wages, non-compliant meal periods and/or associated premiums, non-complaint rest periods and/or associated premiums, wages not timely paid during employment, final wages not timely paid and/or waiting-time penalties, failure to include bonuses and other non-discretionary compensation in the calculation of the regular rate of pay for purposes of overtime compensation, wage statements, expense reimbursements, failure to maintain payroll records, unfair business practices under California Business & Professions Code § 17200, et seq. based on the aforementioned, and all penalties including and not limited to, civil penalties under the Private Attorneys General Act (California Labor Code § 2698, et seq.) based on the aforementioned (the "Released Claims").

"Released Entities" means Defendant Fresh-Link Logistics, LLC, and any of its present and former members, parents, subsidiaries, affiliates, predecessors, successors, partners, investors, shareholders, principals, agents, servants, employees, officers, directors, representatives, accountants, insurers, and attorneys, including and not limited to, Field Fresh Foods, Inc. to the extent Field Fresh Foods, Inc. may be alleged to be a joint employer of Class Members with Fresh-Link Logistics, LLC that gives rise to Released Claims for which they may be held liable under the California Labor Code, and all of their predecessors, successors, and assigns.

E. Attorneys' Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Fund Value (i.e., \$161,875.00) ("Attorneys' Fees") and reimbursement of litigation costs and expenses in an amount not to exceed forty thousand dollars and zero cents (\$40,000.00) ("Attorneys' Costs"), subject to approval by the Court. All Attorneys' Fees

and Attorneys' Costs awarded by the Court will be paid from the Gross Fund Value. Class Counsel has been prosecuting the Litigation on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Award to Plaintiff

Plaintiff will seek the amount of five thousand dollars and zero cents (\$5,000.00) ("Service Award"), in recognition of his services in connection with the Litigation. The Service Award will be paid from the Gross Fund Value, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment that he is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed eight thousand dollars and zero cents (\$8,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and disputes of Workweeks, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Fund Value, subject to approval by the Court.

H. PAGA Penalties to the LWDA and Settlement Class Members

As explained above, forty thousand dollars and zero cents (\$40,000.00) of the Gross Fund Value is allocated for penalties pursuant to PAGA (i.e., PAGA Settlement Amount). Pursuant to California Labor Code section 2699(i), and subject to approval by the Court under California Labor Code section 2699(1), seventy-five percent (75%) of the PAGA Penalties (i.e., \$30,000.00) will be paid to the Labor and Workforce Development Agency and the remaining twenty-five percent (25%) of the PAGA Settlement Amount (i.e., \$10,000.00) will be part of the Net Fund Value and distributed on a *pro rata* basis to Settlement Class Members.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must submit a written statement requesting to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (i) contain the case name and number of the Litigation (*German vs. Field Fresh Foods, Inc., et al.*, Los Angeles Superior Court Case No. BC719412) and your full name, current mailing address, signature, and last four digits of your Social Security number; (ii) include a statement indicating that you wish to be excluded (for example, "I wish to be excluded from the Settlement of the case entitled *German v. Fresh-Link Logistics, LLC*, Los Angeles Superior Court Case No. BC719412"); and (iii) be submitted by mail to the Settlement Administrator postmarked **no later than [Response Deadline]**, at the following mailing address:

[Settlement Administrator]
[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members

and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator or by presenting an objection orally at the Final Approval Hearing.

A written objection must: (i) contain the case name and number of the Litigation (*German vs. Field Fresh Foods, Inc., et al.*, Los Angeles Superior Court Case No. BC719412) and your full name, current mailing address, telephone number, signature, and last four digits of your Social Security number; (ii) contain a statement of your objection(s), as well as specific reasons, if any, for the objections, and any supporting materials you wish to introduce and/or rely upon; (iii) identify any attorney who represents you for your objection; and (iv) be submitted by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department SSC-7 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012 on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Attorneys' Costs to Class Counsel, Service Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

It is not necessary for you to appear at this hearing, although you may appear if you wish to. Personal appearances and telephonic appearances are an option. You can find information regarding the Court's most current COVID-19 guidelines online at: <https://www.lacourt.org/>.

You can find information regarding appearing remotely online at:
<http://www.lacourt.org/laccligibility/ui/civil.aspx?casetype=ci>.

You may also be able to appear using CourtCall, and more information is available by calling (888) 882-6878 or online at: <https://courtcall.com/schedule/>. Please note that there may be deadlines to reserve a telephonic or remote appearance and fees or charges may apply.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Litigation at the Stanley Mosk Courthouse, located at 111 North Hill Street, Los Angeles, California 90012, during business hours.

Please note, due to the COVID-19 pandemic, there may be limitations on access to court facilities. Please visit the following link for the Court's most current social distancing procedures and information regarding accessing court facilities: <https://www.lacourt.org/>. **PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.