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TAYLOR FARMS PACIFIC, INC.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

JULIAN P. LEAL, an individual, on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

TAYLOR FARMS PACIFIC, INC., a
California corporation, and DOES 1
through 25, inclusive,

Defendants

Case No. STK-CV-UOE-2021-0003972

ASSIGNED FOR ALL PURPOSES TO:
JUDGE JAYNE LEE, Department 10C

**STIPULATION AND AGREEMENT FOR
CLASS ACTION AND
REPRESENTATIVE ACTION
SETTLEMENT**

Complaint Filed: May 4, 2021
1st Amended Complaint Filed: July 8, 2021
2nd Amended Complaint Filed: Nov. 16, 2022
Trial Date: None Set

RECITALS

A. This Stipulation and Agreement for Class Action and Representative Action Settlement (the “Settlement Agreement”) is made for the sole purpose of attempting to consummate settlement in this case on a class-wide and representative basis and is made in compromise of disputed claims. Because this is a putative class action, this Settlement Agreement must receive preliminary and final approval by the Court.

B. On May 3, 2021, Plaintiff Julian P. Leal (“Plaintiff”) filed a PAGA Notice with the California Labor Workforce and Development Agency (“LWDA”).

C. On May 4, 2021, Plaintiff individually and on behalf of others, filed a class action complaint in San Joaquin County Superior Court, assigned Superior Court Case No. STK-CV-UOE-2021-0003972 (the “Class Action”), against Defendant Taylor Farms Pacific, Inc. (“Defendant” or “TFP”).

D. Plaintiff and Defendant are collectively referred to as the “Parties” and, individually, as a “Party.”

E. On July 8, 2021, Plaintiff filed a first amended complaint in the Class Action to add a cause of action under PAGA.

F. On September 1, 2021, Defendant filed an answer to the first amended complaint.

G. On September 13, 2022, Plaintiff submitted an Amendment To PAGA Notice to the LWDA.

H. On November 16 2022, Plaintiff filed a second amended complaint, which operates as the operative pleading in the Class Action.

I. On December 8, 2022, Defendant filed an answer to the second amended complaint.

The Parties stipulate and agree to the following terms of this Settlement Agreement with the intent that this Settlement Agreement fully and finally dispose of the Class Action:

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DEFINITION OF SETTLEMENT TERMS

1. **Definitions.**

A. “Agreement,” “Settlement Agreement,” and “Settlement” means this Stipulation and Agreement for Class Action and Representative Action Settlement, which the Parties acknowledge sets forth all material terms and conditions of the settlement between them, and which is subject to Court approval.

B. “Class Action” means the action filed by Plaintiff in San Joaquin County Superior Court, assigned San Joaquin County Superior Court Case No. STK-CV-UOE-0003972. The Class Action contains class claims and claims under PAGA.

C. “Class Counsel” means John M. Scheppach of Scheppach Bauer PC.

D. “Class List” means the list of names, last known residential addresses, employee ID numbers, and social security numbers or tax ID numbers of each Class Member for whom Defendant possesses such information. The Class List will also contain the start and end dates of each Class Member in a Class Position, and whether the Class Member is a current or former employee, in order for the Settlement Administrator to calculate the accurate number of workweeks to be credited to each Class Member. The Class List shall also indicate whether each Class Member was also a participating member in the *Pena* Class Action Settlement, and, if so, the start and end dates each such Class Member was covered by that settlement.

E. “Class,” “Class Member(s),” “Settlement Class,” or “Settlement Class Member(s)” means all current and former non-exempt employees of TFP who worked at any of its locations in California as a non-exempt employee at any time from November 7, 2016 through the Preliminary Approval Date. The Class includes employees on Defendant’s payroll, and does not include employees on the payroll of any other entity.

F. “Class Member Payment” means each Participating Class Member’s payment under this Settlement for being a Participating Class Member.

G. “Class Notice” means a notice entitled “Notice of Class Action Settlement,” in the form substantially similar to that attached hereto as Exhibit A.

1 **H. “Class Period”** means November 7, 2016, through and including the
2 Preliminary Approval Date.

3 **I. “Class Position”** means any non-exempt position at TFP in California during
4 the Class Period.

5 **J. “Complaint”** means the second amended complaint filed by Plaintiff in the
6 Class Action on November 16, 2022.

7 **K. “Court”** means the San Joaquin County Superior Court.

8 **L. “Covered Claims” and “Released Claims”** means all claims, causes of
9 action, and forms of relief which are asserted in the Complaint or that could have been
10 asserted based on the facts alleged in the Complaint, including claims for underpaid and
11 unpaid sick leave, incorrect calculation of the regular rate, failure to pay minimum wage,
12 failure to pay overtime, failure to authorize or permit compliant meal periods, unpaid wages
13 for time worked during meal periods, failure to pay meal period premiums, incorrect
14 calculation of meal period premiums, failure to authorize or permit compliant rest periods,
15 failure to pay rest period premiums, incorrect calculation of rest period premiums, failure to
16 provide accurate wage statements, failure to maintain accurate records, failure to pay timely
17 wages during employment, failure to pay all wages due upon separation from employment,
18 failure to reimburse for business expenses, claims for violation of the California Labor Code
19 (including §§ 201, 202, 203, 204, 210, 218, 223, 226, 226.2, 226.7, 233, 246, 246.5, 510,
20 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, 2804 thereof), and
21 claims for violation of all similar provisions or requirements of California law (including
22 the provisions of the California Code of Regulations, the California Industrial Welfare
23 Commission Wage Orders, the General Minimum Wage Order, and Business & Professions
24 Code §§ 17200 et seq.), which the Class and/or any Class Member has ever had, or hereafter
25 may claim to have, for the Class Period.

26 **M. “Defendant” or “TFP”** means Taylor Farms Pacific, Inc., a California
27 corporation.
28

1 **N. “Effective Settlement Date”** means the later of the following: (a) if no one
2 objects to the Settlement, then the Effective Settlement Date shall be the date the Court files
3 the Order Granting Final Approval and Judgment; (b) if someone objects to the Settlement,
4 then all of Defendant’s obligations under this Agreement shall be stayed until the time for
5 seeking an appeal from, review of, or writ relating to the Judgment has passed (i.e., 60 days
6 from the Order Granting Final Approval and Judgment), which date shall then be the
7 Effective Settlement Date if no appeal, review or writ is sought; or (c) if an appeal, review
8 or writ from the Judgment is sought, the Effective Settlement Date shall be the day the
9 Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Judgment
10 is no longer subject to further appellate challenges or procedures.

11 **O. “Enhancement” or “Service Award”** means the portion of the Gross
12 Settlement Amount awarded by the Court and paid to the Class Representative for his service
13 in connection with being the Class Representative and his general release of claims.

14 **P. “Final Fairness Hearing”** means a hearing set by the Court, pursuant to class
15 action procedures and requirements, for the purpose of determining the fairness, adequacy,
16 and reasonableness of this Settlement.

17 **Q. “Gross Settlement Amount,” “Gross Settlement Fund,” or “Common**
18 **Fund”** means the amount of Six Hundred And Thirty Five Thousand Dollars and Zero Cents
19 (\$635,000). The Gross Settlement Amount is an all-inclusive amount, including Individual
20 Settlement Payments to all Participating Class Members and PAGA Group Members, any
21 Enhancement to the Class Representative as awarded by the Court, Settlement Administrator
22 Costs as approved by the Court, attorneys’ fees and costs to Class Counsel related to the
23 Class Action as awarded by the Court, and the PAGA Payment (defined below) as approved
24 by the Court. Defendant’s share of employer payroll taxes on such sums paid out as wages
25 under this Settlement Agreement (e.g., FICA, FUTA, SUTA, SDI, ETT, etc.) shall not be
26 paid out of and deducted from the Gross Settlement Amount, but rather shall be separately
27 funded by Defendant.

28 **R. “Individual Settlement Payment(s)”** means the amount payable from the

1 Settlement to Settlement Class Members under the terms of this Settlement. A Settlement
2 Class Member who is both a Participating Class Member and a PAGA Group Member is
3 entitled to receive both payment for being a Participating Class Member and a PAGA
4 Penalty Payment. A Settlement Class Member who is only a Participating Class Member
5 but not a PAGA Group Member is only entitled to receive a payment for being a
6 Participating Class Member. Individual Settlement Payments shall not count as earnings or
7 compensation with respect to any benefit plans (e.g., 401(k) plan, retirement plan, etc.)
8 available to Defendant's employees.

9 **S. "Net Settlement Amount," "NSA," or "Net Common Fund"** means the
10 Gross Settlement Amount less any Enhancement to the Class Representative as awarded by
11 the Court, Settlement Administrator Costs as approved by the Court, attorneys' fees and
12 costs to Class Counsel related to the Class Action as awarded by the Court, and the PAGA
13 Payment.

14 **T. "Notice Packet"** means a mailing from the Settlement Administrator to Class
15 Members which contains the Class Notice, the Notice of Estimated Individual Settlement
16 Payment, and the Exclusion Request Form.

17 **U. "Notice of Class Action" and "Class Notice"** means a notice entitled "Notice
18 of Class Action Settlement," in the form substantially similar to that attached hereto as
19 Exhibit A.

20 **V. "Notice of Estimated Individual Settlement Payment"** means a notice
21 entitled "Notice of Estimated Individual Settlement Payment," in the form substantially
22 similar to that attached hereto as Exhibit B.

23 **W. "Objection/Exclusion Deadline" or "Response Deadline"** is sixty (60)
24 calendar days after the date the Notice Packet is first mailed by the Settlement Administrator
25 to the Class Member. In the event that a Notice Packet is re-mailed to a Class Member
26 because the first one was undeliverable, the Class Member shall have an additional fifteen
27 (15) calendar days beyond the Response Deadline to submit a valid Exclusion Request Form,
28 Objection, or dispute concerning their weeks worked.

1 **X. “Objection” or “Objection to Settlement”** means a document sent by a Class
2 Member to the Settlement Administrator which contains the Class Member’s name and the
3 basis for their objection to the Settlement.

4 **Y. “Order Granting Final Approval”** means an order executed and filed by the
5 Court granting final approval to the Settlement and entering judgment thereon. Said Order
6 Granting Final Approval will be in the form substantially similar to that attached hereto as
7 Exhibit E.

8 **Z. “Order Granting Preliminary Approval”** means an order executed and filed
9 by the Court granting preliminary approval to the Settlement. Said Order Granting
10 Preliminary Approval will be in the form substantially similar to that attached hereto as
11 Exhibit D.

12 **AA. “PAGA Claims”** means any civil penalties under the Private Attorneys
13 General Act of 2004 arising from the Covered Claims during the PAGA Period.

14 **BB. “PAGA Group” and “PAGA Group Members”** means all Settlement Class
15 Members who worked as a non-exempt employee of TFP in California at any time during
16 the PAGA Period.

17 **CC. “PAGA Payment”** means the portion of the Gross Settlement Amount,
18 totaling Thirty Five Thousand Dollars and Zero Cents (\$35,000.00), which will be paid
19 pursuant to the provisions of California’s Private Attorneys General Act of 2004 (“PAGA”).
20 Seventy-five percent (75%) of the PAGA Payment, or \$26,250.00, will be paid to the
21 California Labor & Workforce Development Agency (“LWDA”). Twenty-five percent
22 (25%) of the PAGA Payment, or \$8,750, will be distributed to the PAGA Group Members.

23 **DD. “PAGA Penalty Payment”** means each PAGA Group Member’s payment
24 under this Settlement for being a member of the PAGA Group. All PAGA Penalty Payments
25 shall be allocated entirely to penalties.

26 **EE. “PAGA Period”** means the period from November 7, 2019 through the
27 Preliminary Approval Date.

28 **FF. “Participating Class Member”** means any Class Member who does not

1 timely submit a Request for Exclusion.

2 **GG. “Pena Class Action Settlement”** means the class action settlement in the
3 matter styled *Pena, et al. v. Taylor Farms Pacific, Inc. et al.*, (E.D. Cal.), Case No. 2:13-
4 CV-01282-KJM-AC, which covered the time period of February 17, 2008 through
5 November 2, 2020, and received final approval by the United States District Court, Eastern
6 District of California on March 10, 2021.

7 **HH. “Preliminary Approval Date”** means the date on which the Court signs the
8 Order Granting Preliminary Approval.

9 **II. “Released Parties”** means Defendant, its affiliates, parents and subsidiaries
10 and its predecessors, successors, assigns, owners, shareholders, investors, members,
11 officers, directors, agents, employees, benefit plans, trustees, fiduciaries, administrators and
12 attorneys.

13 **JJ. “Request for Exclusion” or “Exclusion Request Form”** means a Class
14 Member’s timely completed Request for Exclusion form, in the form substantially similar
15 to that attached hereto as “Exhibit C.”

16 **KK. “Settlement Administrator”** means ILYM Group, Inc.

17 **LL. “Settlement Administrator Costs”** means the costs of the Settlement
18 Administrator to administer this Settlement, currently estimated at \$17,500.

19 SETTLEMENT AMOUNT

20 2. Settlement Chart.

21 The following settlement chart is intended solely for the convenience of the Court:

<u>Settlement Fund Allocation</u>	
Gross Settlement Amount	\$635,000
Net Settlement Amount (Class Member Payments) (Estimated)	\$333,250
Service Award To Class Representative (As Awarded By The Court)	\$12,000

Attorneys' Fees And Costs (As Awarded By The Court)	\$222,250 (Attorneys' Fees) \$15,000 (Costs)
Estimated Settlement Administrator Costs (As Awarded by the Court)	\$17,500
PAGA Payment (As Awarded by the Court)	\$35,000 (75% To The LWDA, 25% To PAGA Group Members)

3. Resolution of Class Action.

Subject to the terms and conditions set forth in this Agreement and approval of the Court, this Settlement shall resolve and settle the Class Action. Upon the occurrence of the Effective Settlement Date, and after all conditions precedent have occurred as set forth in this Agreement, the Settlement Administrator will cause to be made all disbursements required by this Settlement Agreement in accordance with its terms.

4. The Gross Settlement Amount.

On a non-reversionary-basis, Defendant has agreed to pay Six Hundred And Thirty Five Thousand Dollars and Zero Cents (\$635,000.00) as the Gross Settlement Amount. In no event shall any part of the Gross Settlement Amount revert to Defendant. This Settlement is a common fund cash settlement. This Settlement is not a claims-made Settlement.

5. Net Settlement Amount (Amounts Paid To Participating Class Members).

A. The Net Settlement Amount will be approximately Three Hundred Thirty Three Thousand Two Hundred And Fifty Dollars and Zero Cents (\$333,250.00).

B. Class Member Payments will be paid from the Net Settlement Amount to Participating Class Members *pro rata* based on the number of workweeks credited to the Participating Class Member during the Class Period in relation to the number of workweeks credited to all Participating Class Members during the Class Period.

C. Example: If Participating Class Member A is credited with 100 workweeks, and all Participating Class Members are credited with a combined total of 100,000

workweeks, then Participating Class Member A's Individual Settlement Payment would be calculated as follows:

- i. $100 \text{ weeks worked for Participating Class Member A} \div 100,000 \text{ total weeks worked for all Participating Class Members} = .001 \text{ (or .1\%)}$.
- ii. Participating Class Member A is entitled to a gross Class Member Payment that is .1% of the Net Settlement Amount, or $(0.001 \times \$333,250) = \333.25 [gross amount]. This gross amount is subject to deduction for employee taxes on the portion of the Class Member Payment paid out as wages.

D. The Class Member Payment for each Participating Class Member reflects negotiated amounts for alleged underpaid sick leave, underpaid overtime, wage statement violations, meal period violations, waiting time and other statutory penalties, and all other claims as described more fully above as Released Claims.

E. For purposes of calculating Class Member Payments, each Participating Class Member will be credited with the total workweeks worked by the individual Class Member in a Class Position during the Class Period, as determined by their start and end dates in a Class Position during the Class Period. Defendant's records shall be presumptively correct for determining the number of weeks worked for each Participating Class Member in a Class Position during the Class Period.

F. Any Participating Class Member whose employment was terminated voluntarily or involuntarily at any time during the Class Period shall be credited with one (1) additional workweek as consideration for the release of alleged California Labor Code section 203 waiting time penalties.

G. For purposes of calculating Class Member Payments, all Participating Class Members who did not participate in the *Pena* Class Action Settlement shall have their weeks worked multiplied by two (exclusive of the extra workweek credit for separation as discussed above), to ensure that Participating Class Members who did not participate in the *Pena* Class Action Settlement receive comparable compensation.

1 H. Example: if a Participating Class Member was not part of the *Pena* Class
2 Action Settlement, and they have 50 weeks worked for TFP in a Class Position during the
3 Class Period, their weeks worked credit under this Settlement would be 100 weeks worked.
4 If that Participating Class Member was also terminated during the Class Period, they would
5 be credited with 1 extra workweek for a total of 101 weeks worked during the Class Period.

6 I. For purposes of calculating Class Member Payments, for any Participating
7 Class Member who also participated in the *Pena* Class Action Settlement, any workweek
8 worked by the Participating Class Member in a Class Position during the Class Period that
9 was not covered by the *Pena* Class Action Settlement shall be multiplied by two (exclusive
10 of the extra workweek credit for separation as discussed above).

11 J. Example: If a Participating Class Member has 50 weeks worked for TFP in a
12 Class Position during the Class Period, and 40 of their weeks worked were covered by the
13 *Pena* Class Action Settlement and 10 of their weeks worked were not covered by the *Pena*
14 Class Action Settlement, for purposes of calculating their Class Member Payment, the
15 Participating Class Member would receive a total of 60 weeks worked under this Settlement
16 ($40 + [10 \times 2] = 60$). If that Participating Class Member was also terminated during the
17 Class Period, they would be credited with 1 extra workweek for a total of 61 weeks worked
18 during the Class Period.

19 K. The Settlement Administrator will issue to each Participating Class Member a
20 Class Member Payment. Each Class Member Payment will be allocated one-fourth (1/4) to
21 wages (reported by the Settlement Administrator on a Form W-2) and three-fourths (3/4) to
22 interest and penalties (reported by the Settlement Administrator on a Form 1099).

23 L. Class Member Payment checks will be void after 180 days from the date of
24 issuance. This Settlement is a non-reversionary cash settlement. Thus, any
25 unclaimed/uncashed Class Member Payment checks will not revert back to Defendant, but
26 instead will escheat to the State of California, Unclaimed Property Division, in the name of
27 the corresponding Class Member.
28

1 **6. PAGA Payment (Amounts Paid To The LWDA And PAGA Group Members).**

2 A. The PAGA Payment is \$35,000, and 75% of that amount (\$26,250) will be
3 paid to the LWDA. The remaining 25% (\$8,750) will be distributed to the PAGA Group
4 Members as provided for in this Settlement.

5 B. If a Settlement Class Member is a PAGA Group Member, the Settlement Class
6 Member shall be entitled to receive a PAGA Penalty Payment. Each PAGA Group
7 Member's PAGA Penalty Payment shall be calculated by dividing their weeks worked
8 credited to them during the PAGA Period by the weeks worked credited to the entire PAGA
9 Group during the PAGA Period. That amount will then be multiplied by \$8,750. Only
10 weeks worked as a non-exempt employee for Defendant during the PAGA Period will be
11 counted in this calculation.

12 C. If a PAGA Group Member opted out of the Settlement and is not a
13 Participating Class Member, the PAGA Group Member shall still receive his/her PAGA
14 Penalty Payment calculated as provided above. If a PAGA Group Member is a Participating
15 Class Member, the PAGA Group Member is entitled to both their PAGA Penalty Payment
16 and the Class Member Payment as calculated above.

17 D. Any PAGA Group Member whose employment was terminated voluntarily or
18 involuntarily at any time during the PAGA Period shall be credited with one (1) additional
19 workweek as consideration for the release of PAGA civil penalties arising from the alleged
20 violation of California Labor Code section 203.

21 E. For purposes of calculating PAGA Penalty Payments, for any PAGA Group
22 Member who did not participate in the *Pena* Class Action Settlement, any such PAGA Group
23 Member shall have their weeks worked during the PAGA Period multiplied by two
24 (exclusive of the extra workweek credit for separation as discussed above) to ensure that
25 PAGA Group Members who did not participate in the *Pena* Class Action Settlement receive
26 comparable compensation.

27 F. For purposes of calculating PAGA Penalty Payments, for any PAGA Group
28 Member who participated in the *Pena* Class Action Settlement, any workweek worked by

1 such PAGA Group Member during the PAGA Period that was not covered by the *Pena* Class
2 Action Settlement shall be multiplied by two (exclusive of the extra workweek credit for
3 separation as discussed above).

4 G. The Settlement Administrator will issue to each PAGA Group Member a
5 PAGA Penalty Payment. Each PAGA Penalty Payment will be allocated entirely to
6 penalties (reported by the Settlement Administrator on a Form 1099).

7 H. PAGA Penalty Payment checks will be void after 180 days from the date of
8 issuance. Any unclaimed/uncashed PAGA Penalty Payment checks will not revert back to
9 Defendant, but instead will escheat to the State of California, Unclaimed Property Division,
10 in the name of the corresponding PAGA Group Member.

11 I. If the Court requires an increase in the PAGA Payment as a condition
12 precedent to Settlement approval, any increase required shall come from the Gross
13 Settlement Amount.

14 **7. Service Award To The Class Representative.**

15 A. Through the Motion for Final Approval, Class Counsel will request an
16 individual Enhancement -- also referred to as a Service Award -- for the Class Representative
17 in the amount of \$12,000. The Service Award is to compensate the Class Representative for
18 his service and risk in connection with being the Class Representative and for his general
19 release of claims.

20 B. Any Enhancement awarded by the Court will not be treated as wages. The
21 Class Representative will receive an individual Form 1099 relating to such payment. The
22 Enhancement will not count as earnings or compensation for purposes of any benefit plans
23 (e.g., 401(k) plan, retirement plan, etc.) sponsored by Defendant.

24 C. Defendant and its counsel will not object to a request for approval of such
25 Enhancement, provided the requested Enhancement does not exceed \$12,000. Any portion
26 of the Enhancement not approved by the Court will be included in the Net Settlement
27 Amount and distributed to Participating Class Members.

28 D. The Enhancement is in addition to the Individual Settlement Payment

1 allocated to the Class Representative under this Settlement. The Class Representative agrees
2 that he will not opt out of, or object to, the Settlement.

3 E. By operation of the Order Granting Final Approval, the Class Representative,
4 for himself, his marital community and his representatives, heirs, executors, administrators,
5 successors and assigns, fully, finally, and forever releases and discharges the Released
6 Parties from all claims, demands, actions, causes of action, suits, damages, penalties, losses,
7 and expenses, of any and every nature whatsoever, known or unknown, as a result of actions
8 or omissions by Released Parties, including, without limitation claims for negligent or
9 intentional tortious conduct, express or implied contract, covenants of fair dealing and good
10 faith, wrongful discharge, unpaid wages, unlawful discrimination, harassment, or failure to
11 accommodate and any other claims related to the terms and conditions of employment
12 including under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991,
13 Sections 1981 through 1988 of Title 42 of the United States Code, the Employee Retirement
14 Income Security Act, the Age Discrimination in Employment Act, the Family Medical
15 Leave Act, the Americans with Disabilities Act, the Pregnancy Discrimination Act, the
16 Worker Adjustment Retraining and Notification Act, the Equal Pay Act, 42 U.S.C. §
17 1395y(b)(3)(A) et seq., the Fair Labor Standards Act, the National Labor Relations Act, the
18 California Family Rights Act, the California Fair Employment and Housing Act, the Unruh
19 Civil Rights Act, the Ralph Civil Rights Act, the California Fair Chance Act, the California
20 Fair Pay Act, the California Healthy Workplaces, Healthy Families Act, the California
21 CROWN Act, the California Labor Code, the California Private Attorneys' General Act, and
22 any amendments to the foregoing, or any other federal, state or local statute, rule, ordinance,
23 or regulation, or other public policy, contract, tort or common law theory, and any statutory
24 or common law principle allowing for the recovery of attorneys' fees, costs or other
25 expenses. The Class Representative release set forth herein includes a waiver of all rights
26 under California Civil Code § 1542 waiver, which provides:

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

9 Class Representative may hereafter discover claims or facts in addition to, or different from,
10 those which he now knows or believes to exist, but Class Representative expressly agrees to
11 fully, finally, and forever settle and release any and all claims against the Released Parties,
12 known or unknown, suspected or unsuspected, which exist or may exist on behalf of or
13 against the Released Parties at the time of execution of this Agreement, including, but not
14 limited to, any and all claims relating to or arising from Class Representative's employment
15 with Defendant, provided, however, that nothing in this Release is intended to be a waiver
16 by Class Representative of claims Class Representative may have against the Released
17 Parties (a) for unemployment or workers' compensation benefits; (b) for vested rights under
18 ERISA-covered employee benefit plans as applicable on the date Plaintiff signs this
19 Agreement; (c) claims that cannot be released by private agreement, or (d) claims that arise
20 after the Preliminary Approval Date.

21 **8. Class Counsel's Attorney's Fees and Costs.**

22 A. Through the Motion for Final Approval, Class Counsel will request an award
23 of thirty five percent (35%) of the Gross Settlement Amount, totaling Two Hundred Twenty
24 Two Thousand Two Hundred And Fifty Dollars and Zero Cents (\$222,250.00), for
25 attorneys' fees, and an amount not to exceed Fifteen Thousand Dollars and Zero Cents
26 (\$15,000.00) for costs.

27 B. Defendant and its counsel will not object to Class Counsels' application for an
28 award of attorneys' fees and costs. Any attorneys' fees/costs amount not approved by the
29 Court will be included in the Net Settlement Amount and distributed to Participating Class
30 Members.

1 **9. Costs of Settlement Administration.**

2 The Settlement Administrator Costs are estimated at \$17,500 and will be paid from
3 the Gross Settlement Amount. The Net Settlement Amount payable to the Class Members
4 will increase or decrease by any amounts less or more than \$17,500 should the actual
5 Settlement Administrator Costs total less or more than \$17,500.

6 **RELEASE BY SETTLEMENT CLASS MEMBERS**

7 **10. Terms of Release.**

8 In exchange for the consideration recited in this Settlement Agreement, and by
9 operation of the Order Granting Final Approval, all Participating Class Members fully,
10 finally, and forever release the Released Parties from the Released Claims for the Class
11 Period.

12 In exchange for the consideration recited in this Settlement Agreement, and by
13 operation of the Order Granting Final Approval, all PAGA Group Members fully, finally,
14 and forever release the Released Parties from the PAGA Claims for the PAGA Period.

15 **11. California Labor Code Section 206.5.**

16 With respect to the Released Claims, and in consideration of Defendant's payment of
17 the sums provided herein, each and every Participating Class Member will be deemed to
18 have also acknowledged and agreed that California Labor Code section 206.5 is not
19 applicable to the Parties hereto or any Participating Class Member because there is a good
20 faith dispute as to whether any wages are due to any Participating Class Member. Section
21 206.5 provides, in pertinent part, as follows: "An employer shall not require the execution
22 of a release of a claim or right on account of wages due, or to become due, or made as an
23 advance on wages to be earned, unless payment of those wages has been made."

24 **CONDITIONAL CLASS CERTIFICATION**

25 **12. Certification for Settlement Purposes Only.**

26 A. As part of this Agreement and for purposes of settlement only, the Parties
27 stipulate and agree that the Court may certify the Class for the Class Period.

28 B. Should, for whatever reason, the Settlement not become final, the fact that the

1 Parties stipulate and agree to class certification as part of the Settlement will have no bearing
2 on, and will not be admissible in connection with, the issue of whether a class should be
3 certified in a non-settlement context in this action, and will have no bearing on, and will not
4 be admissible in connection with, the issue of whether a class should be certified in any other
5 lawsuit. Defendant expressly reserves its right to oppose class certification should this
6 Settlement not become final.

7 **13. Parties' Contentions.**

8 A. In entering into this Agreement, Defendant denies any liability or wrongdoing
9 of any kind associated with the claims alleged in the Class Action, and further denies that
10 the Class Action can be maintained as a class or representative action in a litigation context.
11 Defendant contends, among other things, that it has complied with the California Labor
12 Code, the applicable IWC Wage Orders, the California Business and Professions Code, and
13 all other applicable federal, state and local laws.

14 B. In entering into this Agreement, Plaintiff believes that he has brought a
15 meritorious action, that class certification is appropriate, and that the claims can be
16 maintained on a representative basis under PAGA.

17 **14. Settlement is Fair, Reasonable, and Adequate.**

18 Plaintiff and his counsel are of the opinion that the terms set forth in this Agreement
19 are fair, reasonable, and adequate and this Agreement is in the best interest of the Class in
20 light of all known facts and circumstances, including the risk of significant delay, defenses
21 asserted by Defendant, and numerous potential appellate issues. Defendant and its counsel
22 also agree that this Agreement is fair and in the best interests of the Class.

23 **SETTLEMENT APPROVAL AND PAYMENT PROCEDURES**

24 **15. Request for Preliminary and Final Approval.**

25 The Parties will cooperate fully in requesting preliminary and final approval of this
26 Settlement Agreement by the Court, including a determination by the Court that this
27 Settlement is fair, reasonable, and adequate. The Parties will also cooperate fully in
28 promptly requesting that, as provided for in this Settlement Agreement, the Court approve

1 the proposed forms of notices, orders, and other documents necessary to implement this
2 Settlement. Should the Court require or suggest edits to any documents in the Notice Packet,
3 the proposed Order Granting Preliminary Approval, or the proposed Order Granting Final
4 Approval, the Parties will work cooperatively to edit the document(s) accordingly and obtain
5 the Court's approval.

6 **16. Class List to Be Provided by Defendant to the Settlement Administrator.**

7 A. Defendant will provide the Class List to the Settlement Administrator within
8 fifteen (15) calendar days after the Court files its signed Order Granting Preliminary
9 Approval.

10 B. The Class List, and any other data provided by Defendant to the Settlement
11 Administrator, shall be treated as confidential and shall not be used by the Settlement
12 Administrator for any purpose other than as permitted by this Agreement. Further, the
13 Settlement Administrator shall use commercially reasonable efforts to secure the data
14 provided by Defendant at all times so as to avoid inadvertent or unauthorized disclosure or
15 use of such data other than as permitted by this Agreement. At no time during the Settlement
16 process will any Class Member's address or full social security number be filed with the
17 Court, except under seal as may be ordered by the Court. The Settlement Administrator
18 shall ensure that the Class Notice and any other communications to Class Members shall not
19 include the Class Members' social security number, except for the last four digits. Class
20 Members may, however, be required to submit a Form W-4 or W-9 as required by the
21 Settlement Administrator for tax reporting purposes.

22 **17. Notice of Class Action Settlement.**

23 A. Within seven (7) calendar days after the Settlement Administrator receives the
24 Class List from Defendant, the Settlement Administrator will first update all addresses using
25 the National Change of Address System (NCOA) and then mail to all Class Members, via
26 first-class United States Mail, the following documents: (a) the Notice of Class Action,
27 Exhibit A; (b) the Notice of Estimated Individual Settlement Payment, Exhibit B; and (c)
28 the Exclusion Request Form, Exhibit C (collectively, the "Notice Packet"). The envelope

1 in which the Notice Packet is mailed will clearly state that it concerns a class action and the
2 recipient could be entitled to a cash payment. The Notice Packet will be mailed in both
3 English and Spanish.

4 B. In the event of returned or non-deliverable Notice Packets, the Settlement
5 Administrator will make reasonable efforts to locate Class Members through skip-tracing
6 services offered by publicly-available databases and will re-send the Notice Packets to the
7 best available address after performing the skip-tracing. It will be conclusively presumed
8 that a Class Member's Notice Packet was received if the Notice Packet has not been returned
9 within forty-five (45) days of the mailing of the Notice Packet to the Class Member.

10 C. In the event the procedures set forth herein are followed and the intended
11 recipient of a Notice Packet still does not receive the Notice Packet, the intended recipient
12 will be a Participating Class Member and will be bound by all terms of this Settlement and
13 the Order Granting Final Approval entered by the Court.

14 D. Each Class Member will have sixty (60) calendar days from the date the Notice
15 Packet is originally mailed to submit a dispute, opt-out, and/or object to the Settlement. This
16 date is called the "Objection/Exclusion Deadline" or "Response Deadline." In the event that
17 a Notice Packet is re-mailed to a Class Member because the first one was undeliverable, the
18 Class Member shall have an additional fifteen (15) calendar days beyond the Response
19 Deadline to submit a valid dispute, opt-out, and/or object to the Settlement. The procedures
20 regarding disputes, opting out, and objecting to the Settlement are set forth below.

21 **18. Dispute Procedures -- Resolution Regarding Weeks of Employment.**

22 A. Each Class Member will receive a Notice of Estimated Individual Settlement
23 Payment, Exhibit B, which will specify the weeks worked for that Class Member for which
24 he or she is being credited for purposes of this Settlement, as well as the Class Member's
25 employment status (current or former employee).

26 B. Class Members will be entitled to dispute their number of weeks worked
27 and/or their employment status as reported on their Notice of Estimated Individual
28 Settlement Payment. A space will be provided on the Notice of Estimated Individual

1 Settlement Payment for Class Members to raise such disputes. For a Class Member's dispute
2 to be considered, the Class Member must fully complete the Notice of Estimated Individual
3 Settlement Payment and timely return it to the Settlement Administrator. To fully complete
4 the Notice of Estimated Individual Settlement Payment, the Class Member must: (a) specify
5 their dates of employment, their claimed number of weeks worked, job position, and work
6 location in the space provided; (b) print their name; and (c) date and sign it.

7 C. Class Members will have no more than sixty (60) days after the date when the
8 Notice Packet was originally mailed by the Settlement Administrator to mail to the
9 Settlement Administrator a dispute concerning their weeks worked and/or employment
10 status during the Class Period, with any supporting evidence the Class Member may have.
11 The date of the postmark on the return mailing envelope shall be the exclusive means used
12 to determine whether a dispute has been timely submitted to the Settlement Administrator.

13 D. Within seven (7) calendar days of receiving a dispute concerning a Class
14 Member's weeks worked and/or employment status, the Settlement Administrator shall
15 review all information and documents (if any) received from the Class Member in support
16 of the Class Member's dispute, and within seven (7) calendar days of receiving that
17 information the Settlement Administrator shall inform Class Counsel and Defendant's
18 counsel of its decision as to whether it accepts or rejects the dispute. Class Counsel and
19 Defendant's counsel stipulate to timely and effectively cooperate to resolve any
20 disagreements regarding disputed weeks worked or the Settlement Administrator's inquiries.
21 In the event Class Counsel and Defendant's counsel are not able to reach agreement
22 regarding a dispute, either party may request that the Court make a final decision.

23 E. Within seven (7) calendar days of the Settlement Administrator's decision, the
24 Settlement Administrator will provide a written explanation entitled "Notice Regarding
25 Disputed Weeks Worked" to the Class Member who disputed his or her weeks worked
26 and/or employment status. The Notice Regarding Disputed weeks worked will inform the
27 Class Member of any change to his or her weeks worked. The Class Member shall have
28 seven (7) calendar days after the date the Notice Regarding Disputed Weeks Worked is

1 postmarked to complete and mail an Exclusion Request Form to the Settlement
2 Administrator (pursuant to the opt-out steps set forth below). If, within that seven (7) day
3 time period, the Class Member does not mail a valid Exclusion Request Form to the
4 Settlement Administrator, the Class Member shall be deemed a Participating Class Member
5 and will be paid in accordance with the Class Member's weeks worked as noted on the
6 Notice Regarding Disputed Weeks Worked.

7 F. Upon resolution by Defendant's counsel and Class Counsel of all disputes
8 regarding weeks worked, the Settlement Administrator will prepare an updated Class List.
9 Any changes to a Class Member's weeks worked will be reflected in the total weeks worked
10 for the entire Class on the updated Class List. For example, if Class Member A successfully
11 disputes his weeks worked and his weeks worked is consequently increased by two weeks,
12 the total weeks worked for the entire Class will also be increased by two weeks for purposes
13 of calculating Individual Settlement Payments.

14 **19. Opt-Out Procedures -- Requests for Exclusion.**

15 A. The Class Notice will notify all Class Members of their right to opt out of the
16 Settlement.

17 B. Any Class Member (other than the Class Representative) who wishes to be
18 excluded (*i.e.*, to opt out) from the Settlement must submit a completed Exclusion Request
19 Form to the Settlement Administrator on or before the Objection/Exclusion Deadline. To
20 be valid, the Exclusion Request Form must: (a) reference the name and address of the person
21 requesting exclusion; (b) be dated and signed by the person requesting exclusion; and (c) be
22 postmarked no later than the Objection/Exclusion Deadline. The date of the postmark on
23 the return mailing envelope shall be the exclusive means used to determine whether an
24 Exclusion Request Form has been timely submitted.

25 C. Any Class Member who mails a valid and timely Exclusion Request Form
26 will, upon receipt thereof by the Settlement Administrator, no longer be a Participating Class
27 Member, he/she will receive no Class Member Payment, and none of his or her individual
28 claims, causes of action or rights will be released by virtue of this Settlement Agreement.

1 However, if a Class Member who mails a valid and timely Exclusion Request Form is also
2 a PAGA Group Member, the Class Member will still receive his or her PAGA Penalty
3 Payment and still fully release the PAGA Claims by operation of the Court's Order Granting
4 Final Approval.

5 D. Any Class Member Payment that would have been paid to a Class Member
6 but for that Class Member opting out of the Settlement will be included in the Net Settlement
7 Amount and distributed to the Participating Class Members.

8 E. Failure to timely submit a completed Exclusion Request Form will result in a
9 Class Member being conclusively deemed a Participating Class Member fully bound by the
10 terms of the Settlement.

11 F. If a Class Member submits a timely dispute concerning his or her weeks
12 worked and/or employment status as reflected on his or her Notice of Estimated Individual
13 Settlement Payment and submits a timely Exclusion Request Form, the Exclusion Request
14 Form will be invalid (unless postmarked later than the date the Class Member submits his
15 or her dispute on the Notice of Estimated Individual Settlement Payment) and such Class
16 Member will be considered a Participating Class Member.

17 G. In the event that ten percent (10%) or more of the Class Members timely and
18 validly opt out of the Settlement, Defendant maintains the right to rescind the Settlement
19 Agreement by way of writing that is provided to Class Counsel within ten (10) calendar days
20 after the Settlement Administrator notifies the Parties of the total number of timely and valid
21 Exclusions received by the Objection/Exclusion Deadline.

22 **20. Objection Procedures -- Objections to the Settlement.**

23 A. The Class Notice will provide that Class Members who wish to object to the
24 Settlement must mail to the Settlement Administrator a written Objection.

25 B. To be valid, such Objection must be mailed to the Settlement Administrator
26 no later than the Response Deadline. To be valid, the Objection must include the Class
27 Member's name, the basis for their objection to the Settlement, and their signature. The date
28 of the postmark on the return mailing envelope shall be the exclusive means used to

determine whether an Objection has been timely submitted. The Settlement Administrator will promptly forward by e-mail any such Objection to the Parties' respective counsel. Class Counsel will lodge a copy of the Objections, if any, with the Court. Unless otherwise allowed by the Court in its discretion, no Class Member will be entitled to be heard at the Final Fairness Hearing (whether individually or through separate counsel) or to object to the Settlement, and no written objection or briefs submitted by any Class Member will be received or considered by the Court at the Final Fairness Hearing unless, no later than the Response Deadline, the Class Member mails to the Settlement Administrator an Objection as set forth above. Unless otherwise ordered by the Court in its discretion, any Class Member who fails to timely mail an Objection to the Settlement Administrator will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

21. Verification of Dissemination of Notice of Class Action.

The Settlement Administrator will verify, in writing, that the Notice Packets have been disseminated in accordance with the Court's Order Granting Preliminary Approval, and will provide such verification to Class Counsel and Defendant's counsel no later than twenty (20) calendar days prior to the date of the Final Fairness Hearing. The Settlement Administrator will provide that verification in the form of a declaration, which shall also include, as an attachment, any timely Objections received by the Settlement Administrator.

22. Reporting.

The Settlement Administrator will provide written notice to Class Counsel and Defendant's counsel of all disputes concerning weeks worked, Requests for Exclusion, and Objections it receives, within three (3) calendar days of receiving such items.

23. Verification Of Certain Data Points.

A. Within thirty (30) calendar days of Defendant's execution of this Settlement, Defendant shall confirm in writing to Plaintiff: (i) the total number of class members in the *Pena* Class Action Settlement who are also Class Members in this Settlement (overlapping class members); (ii) the total number of weeks worked by such Class Members during the

1 period covered by the *Pena* Class Action Settlement (overlapping weeks worked); (iii) the
2 total number of Class Members who are covered by an arbitration agreement with
3 Defendant.

4 B. Within thirty (30) calendar days of Defendant's execution of this Settlement,
5 Defendant shall provide a brief written description to Plaintiff of any changes made to
6 Defendant's practices or policies to address issues raised in the Class Action. No such
7 reported changes will be represented by Plaintiff as an admission of fault, liability, or
8 wrongdoing of any kind by Defendant.

9 **24. Final Fairness Hearing.**

10 On the date set forth in the Notice of Class Action (or as continued by the Court in
11 its discretion), a Final Fairness Hearing will be held before the Court in order to: (1) review
12 this Settlement Agreement and determine whether the Court should give it final approval;
13 and (2) consider any timely objections to the Settlement and all responses by the Parties to
14 such objections. At the Final Fairness Hearing, the Parties will ask the Court to approve the
15 Settlement Agreement and to enter judgment accordingly.

16 **25. Listing of Individual Settlement Amounts.**

17 Within seven (7) calendar days after the Court files the Order Granting Final
18 Approval, the Settlement Administrator will provide to Class Counsel and Defendant's
19 counsel a proceeds list showing the Individual Settlement Payment for each Participating
20 Class Member/PAGA Group Member, identified by the applicable employee or other
21 identification number, who will receive settlement proceeds ("Proceeds List"). The
22 Proceeds List will include a calculation of all employer payroll taxes and obligations, which
23 shall be separately funded by Defendant.

24 **26. Funding Date.**

25 Within sixty-five (65) calendar days of the Effective Settlement Date (the "Funding
26 Date"), Defendant shall cause to be paid to the Settlement Administrator (i) the Gross
27 Settlement Amount, and (ii) the employer's tax burdens associated with the portion of the
28 Individual Settlement Payments paid out as wages, which shall be calculated by the

1 Settlement Administrator.

2 **27. Payment Date.**

3 Within fourteen (14) calendar days of the Funding Date, the Settlement Administrator
4 will cause to be paid: (i) the Individual Settlement Payments, (ii) the Enhancement awarded
5 by the Court; (iii) the attorneys' fees and costs awarded by the Court, (iv) the LWDA's
6 portion of the PAGA Payment, and (v) the Settlement Administrator Costs awarded by the
7 Court.

8 **28. Individual Settlement Payment – Check Cashing/Endorsing Deadlines.**

9 A. The checks for all Individual Settlement Payments will indicate on their face
10 that they are void if not negotiated within one hundred and eighty (180) days of their
11 issuance. In the event a settlement check is returned to the Settlement Administrator with a
12 forwarding address, the settlement check will be forwarded to the forwarding address. In
13 the event a settlement check is returned to the Settlement Administrator without a forwarding
14 address or is otherwise undeliverable, the Settlement Administrator will use reasonable
15 efforts to search for a better address and re-mail the returned check, if possible. If the search
16 does not provide a better address, or if the settlement check is ultimately returned without a
17 forwarding address, neither Defendant, Class Counsel nor the Settlement Administrator shall
18 be required to take further action to achieve delivery of the check to the Class Member. If
19 within that 180-day period the Class Member contacts the Settlement Administrator, or if
20 Class Counsel does so on his or her behalf, the settlement check will be reissued and mailed
21 to the address the Class Member (or Class Counsel) provides. Any such reissued settlement
22 checks will indicate on their face that they are void if not negotiated within one hundred and
23 eighty (180) days of their issuance.

24 B. Any monies not able to be delivered to a Class Member after one address
25 follow-up on returned mail and any uncashed Individual Settlement Payments remaining
26 after the check-cashing period expires will escheat to the State of California, Unclaimed
27 Property Division, in the name of the corresponding Class Member.

28

1 **29. Deadlines.**

2 If any deadline specified in this Agreement falls on a Saturday, Sunday, or State Court
3 holiday, the deadline will be automatically extended to the next regular business day. Unless
4 otherwise specified herein, all references to “days” shall mean calendar days.

5 **CONTINUING JURISDICTION OF THE COURT**

6 **30. Continuing Jurisdiction.**

7 Pursuant to California Rules of Court, Rules 3.769 and 3.771, this Settlement
8 Agreement will be subject to approval by the Court and will be enforceable by the Court
9 pursuant to California Code of Civil Procedure section 664.6. Even after the Order Granting
10 Final Approval and notwithstanding it, the Court will have and retain continuing jurisdiction
11 over the Class Action and over all Parties, Participating Class Members and PAGA Group
12 Members, to the fullest extent necessary or convenient to enforce and effectuate the terms
13 and intent of this Settlement Agreement and all matters provided for in it, and to interpret it.

14 **MUTUAL COOPERATION**

15 **31. Cooperation Obligations.**

16 The Parties will fully cooperate with each other to accomplish the terms of this
17 Settlement Agreement, including, but not limited to, providing additional evidence,
18 executing additional documents, and/or taking such other action as may be reasonably
19 necessary to obtain the Court’s approval of the Settlement or implement it. Defendant and
20 its counsel will provide cooperation to the Class Representative and his counsel in the event
21 the Court requires additional information and/or documentation before preliminary or final
22 approval is granted.

23 **NON-ADMISSION SETTLEMENT**

24 **32. No Admissions.**

25 Nothing in this Settlement Agreement will constitute or be considered an admission
26 by or on behalf of Defendant, or any of the Released Parties, of any wrongdoing, culpability,
27 or liability or of the accuracy of any allegation made in connection with this Class Action
28 and Defendant denies and does not admit any of the pleaded facts not admitted in the Class

1 Action.

2 The Parties further agree that this Agreement and all of its Exhibits, any Objection/
3 Exclusion Requests or objections to the Settlement, the Court's actions (including Court
4 orders) related to this Settlement, and all other statements, discussions, negotiations, actions,
5 documents or items (including argument of counsel) undertaken by anyone relating to this
6 Settlement: (a) do not constitute, are not intended to constitute, and will not be deemed to
7 constitute an admission by Defendant as to any violation of any federal, state, or local law,
8 statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in
9 equity; and (b) shall not be admissible in evidence and shall not be used for any purpose in
10 any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or
11 proceeding, or any other litigation against Defendant, including as evidence of any
12 admission by Defendant of any liability with respect to any claim for damages or other relief,
13 or of the appropriateness of class certification in a litigation context or any element thereof
14 in a litigation context, except in an action or proceeding to approve, interpret, or enforce the
15 terms of this Agreement, including the Release.

16 **33. No Encouragement Of Opt-Outs.**

17 Defendant and its counsel agree that they will not encourage opt outs or communicate
18 negatively about the Settlement to Class Members.

19 **NULLIFICATION OR INVALIDATION**

20 **34. Nullification.**

21 If, after exhausting all efforts: (1) the Court refuses to enter an Order Granting Final
22 Approval or (2) the Court's Order Granting Final Approval is reversed and the Court
23 thereafter refuses to enter an Order Granting Final Approval, then: (a) this Settlement
24 Agreement will be considered null and void, except for the provisions in Section 32; (b)
25 neither this Settlement Agreement nor any of the related negotiations or proceedings will be
26 of any force or effect, except for the provisions in Section 32; and (c) Defendant and Class
27 Counsel shall each be responsible for half of any Settlement Administrator Costs.
28

1 **35. Invalidation.**

2 Invalidation of any material term of this Settlement Agreement will invalidate this
3 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
4 provisions will remain in full force and effect. Before declaring any provision of this
5 Agreement invalid, however, the Court shall first attempt to construe the provision in a valid
6 manner to the fullest extent possible consistent with applicable precedents.

7 **36. Appeal from Order of Final Judgment and Order of Dismissal.**

8 In the event of a timely appeal from the Order Granting Final Approval, the Order
9 Granting Final Approval will be stayed and the Individual Settlement Payments and any
10 other payments required hereunder by Defendant will not be paid pending the completion
11 and final resolution of the appeal, and any payment thereafter will: (1) occur only if the
12 Order Granting Final Approval is upheld after all appeals; and (2) be in a manner that is
13 provided for in this Settlement Agreement and in the Order Granting Final Approval.

14 **GENERAL PROVISIONS**

15 **37. Entire Agreement.**

16 This Settlement Agreement constitutes the entire integrated agreement between the
17 Parties relating to the resolution of the Class Action, and no oral representations, warranties
18 or inducements have been made to any Party concerning this Settlement Agreement other
19 than the representations, warranties, and covenants contained and memorialized in this
20 Settlement Agreement. This Settlement Agreement supersedes and replaces any prior
21 memorandum of understanding entered into by the Parties.

22 **38. Authorization to Act.**

23 Class Counsel warrant and represent that they are authorized by the Class
24 Representative, and counsel of record for Defendant warrants that they are authorized by
25 Defendant, to take all appropriate action required or permitted to be taken by such Parties
26 pursuant to this Settlement Agreement to effectuate its terms, and to execute any other
27 documents required to effectuate the terms of this Settlement Agreement.

1 **39. Modification Only in Writing.**

2 This Settlement Agreement may be amended or modified only by a written
3 instrument signed by all Parties or their successors in interest. However, Class Counsel and
4 Defendant's counsel may agree to, and are hereby authorized to, amend or modify the
5 contents of the Notice Packet, the Proposed Order Granting Preliminary Approval (Exhibit
6 D), and the Proposed Order Granting Final Approval (Exhibit E), to conform to any edits
7 requested or recommended by the Court without further signatures of the Parties.

8 **40. Binding on Successors.**

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

14 **41. No Prior Assignments.**

15 The Participating Class Members will be deemed by operation of the Order Granting
16 Final Approval to represent, covenant, and warrant that they have not assigned, transferred,
17 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion
18 of any liability, claim, demand, cause of action or rights herein released and discharged.

19 **42. Governing Law.**

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

22 **43. Counterparts.**

23 This Settlement Agreement may be executed in one or more counterparts. Signatures
24 provided electronically (such as via DocuSign and/or Adobe Sign), by pdf or by facsimile
25 shall have the same force and effect as original "wet" signatures. All executed counterparts
26 and each of them will be deemed to be one and the same instrument. Counsel for the Parties
27 will exchange among themselves signed counterparts.
28

1 **44. Headings for Convenience Only.**

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

5 **45. Construction of this Agreement.**

6 The Parties hereto agree that the terms and conditions of this Settlement Agreement
7 are the result of arms-length negotiations between the Parties and that this Settlement
8 Agreement will not be construed in favor of or against any Party by reason of the extent to
9 which any Party, or his or its counsel, participated in the drafting of this Agreement. Except
10 as expressly provided herein, this Settlement Agreement has not been executed in reliance
11 upon any other oral or written representations or terms and no such extrinsic oral or written
12 representations or terms will modify, vary or contradict the terms of this Settlement
13 Agreement. In entering this Settlement Agreement, the Parties hereto explicitly recognize
14 California Civil Code section 1625 and California Code of Civil Procedure section 1856(a),
15 which provide that a written agreement is to be construed according to its terms and may not
16 be varied or contradicted by extrinsic evidence. The Class Representative and Defendant
17 participated in the negotiation and drafting of this Settlement Agreement and had available
18 to them the advice and assistance of independent counsel. As such, neither the Class
19 Representative, nor any Participating Class Members, nor Defendant may claim that any
20 ambiguity in this Settlement Agreement should be construed against the other.

21 **46. Corporate Signatories.**

22 Any person executing this Settlement Agreement or any related document on behalf
23 of a corporate signatory hereby warrants and promises for the benefit of all Parties hereto
24 that such person has been duly authorized by such corporation to execute this Settlement
25 Agreement or any related document.

26 **47. Representation by Counsel.**

27 All of the Parties hereto acknowledge that they have been represented by counsel
28 throughout all negotiations which preceded the execution of this Settlement Agreement and

1 that this Agreement has been executed with the advice of counsel.

2 **48. Attorneys' Fees and Costs.**

3 Except as otherwise provided herein, the Parties hereto will bear responsibility for
4 their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of
5 or related to this Class Action and this Settlement, and will not seek reimbursement thereof
6 from any Party to this Settlement Agreement. Plaintiff and his counsel covenant not to
7 pursue claims for attorneys' fees and costs, or any class representative Enhancement, for
8 dollar amounts above those stated or provided for in this Agreement.

9 **49. Miscellaneous.**

10 A. The Parties both acknowledge and agree that nothing in this Agreement, nor
11 in any written communication or disclosure between or among them or their Counsel, is or
12 was intended to be, nor shall any such communication or disclosure constitute or be
13 construed or be relied upon as, tax advice within the meaning of United States Treasury
14 Circular 230 (31 CFR part 10, as amended).

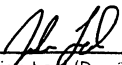
15 B. Defendant agrees to refrain from removing, or seeking removal of, the Class
16 Action to federal court.

17 C. Neither the Class Representative nor Class Counsel may disclose this
18 Settlement or the Parties' Settlement terms to any outside third party (except to a settlement
19 administrator) in any manner until the date of the filing of the Motion for Preliminary
20 Approval.

21 **IT IS SO STIPULATED AND AGREED:**

22 **PLAINTIFF**

23
24 Dated: Dec 21, 2022

23
24 
Julian Leal (Dec 21, 2022 23:33 PST)

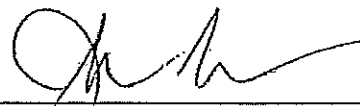
25 **JULIAN P. LEAL**

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DEFENDANT

Dated: Dec. 15, 2022

TAYLOR FARMS PACIFIC, INC.

By: 

Its: John Mazzei, General Counsel and Secretary

APPROVED AS TO FORM:

Dated: December 22, 2022

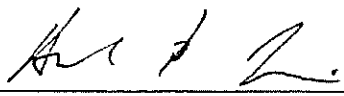
SCHEPPACH BAUER PC

By: 

JOHN M. SCHEPPACH
Attorneys for Plaintiff
JULIAN P. LEAL,
on behalf of himself and
all others similarly situated

Dated: 12/15/22

**OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.**

By: 

MICHAEL D. WILSON, JR.
ANDREW B. LEVIN
Attorneys for Defendant
TAYLOR FARMS PACIFIC, INC.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN

)
)
) CASE NO. STK-CV-UOE-2021-0003972

) ASSIGNED FOR ALL PURPOSES TO:
) HON. JAYNE LEE

) DEPT 10C

)
)
) **NOTICE OF CLASS ACTION SETTLEMENT**

$$\begin{pmatrix} \cdot \\ \cdot \\ \cdot \\ \cdot \\ \cdot \\ \cdot \\ \cdot \end{pmatrix}$$

If You Worked At Taylor Farms Pacific, Inc. In California As A Non-Exempt Employee At Any Time From November 7, 2016 Through [REDACTED]

You May Be Entitled To Participate In A Class Action Settlement.

The San Joaquin County Superior Court approved this notice. This is not an advertisement.
You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE. YOUR LEGAL RIGHTS WILL BE AFFECTED.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT ARE:	
Do Nothing	If you want to participate and receive your share of the money from the settlement, you do <u>not</u> need to do anything. If you do nothing, you will be mailed a settlement payment and you will be releasing certain claims. (See #19 below.)
Object	If you want to object to the settlement, you must write to the Settlement Administrator and explain why you think the settlement should not be approved. (See #16 below.)
Exclude Yourself	If you exclude yourself (or “opt-out”) from this lawsuit, you will not receive any Class Member Payment and will not release any individual claims. (See #17 below.)

YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE
THEM ARE EXPLAINED IN THIS NOTICE

Notice of Class Action Settlement
Questions? Call [toll free number to ILYM Group, Inc.]

BASIC INFORMATION

1. Why did I get this notice?

The records of Taylor Farms Pacific, Inc. (“Taylor Farms Pacific” or “TFP”) show that you work, or used to work, at Taylor Farms Pacific in California as a non-exempt employee. You are receiving this notice because you are a member of a class on whose behalf a class action lawsuit has been brought. The lawsuit is known as *Leal v. Taylor Farms Pacific, Inc.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2021-0003972 (the “Class Action”). This notice explains the nature of the Class Action, the proposed settlement of the Class Action, and your legal rights to participate in, object to, or opt out of the settlement. Please read this notice carefully as rights will be affected even if you do nothing.

2. What is a class action?

In a class action, an individual called a “Class Representative” (in this case, Julian Leal) act as Plaintiff and sue on their own behalf and attempt to sue on behalf of other people who could possibly have similar claims. The court must make a determination whether the Plaintiff’s case can move forward as a class action depending on various legal criteria. It does not always permit a case to proceed as a class action. If, however, a court determines that Plaintiff’s case can proceed as a class action, the people together become a “Class,” with each person being a “Class Member.” At that point, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves (*i.e.*, opt out) from the Class.

THE CLAIMS IN THE CLASS ACTION

3. Who is in the Class?

The Court has conditionally certified a settlement class comprised of: all current and former non-exempt employees of TFP who worked at any of its locations in California as a non-exempt employee at any time from November 7, 2016 through _____. These individuals are called “Class Members.” The Class Period is November 7, 2016 through _____.

4. What is the Class Action about?

The Class Action is alleged against Taylor Farms Pacific (the “Defendant”). The Class Action primarily alleges that the Class did not receive all the sick leave pay to which they were entitled; was owed additional overtime for overtime hours worked; was owed additional premium pay for meal period and rest break violations; was not provided meal periods or rest breaks in accordance with the California Labor Code and Wage Orders; performed uncompensated work during meal periods; was not reimbursed for their work-related expenses; did not receive accurate wage statements; and was not paid all wages due upon separation from employment, as required by California law. The lawsuit also alleges that these actions constituted unfair business practices under California law and lead to civil penalties under the Private Attorneys General Act of 2004 (“PAGA”).

5. What is Defendant’s response to the Class Action?

Defendant denies all allegations raised in the Class Action, asserts that the case should not proceed as a class action, and asserts that it did not violate the law and has no liability for any of the Class Members’ claims.

6. Has the Court decided who is right?

No. The Court has not decided whether Plaintiff or Defendant is correct. The Court also has not made a

determination that the Plaintiff's case can proceed as a class action. The Court, however, has conditionally certified a settlement Class for the purposes of resolving this lawsuit without further litigation, without any admission of liability or fault, and without any determination of which side is right. By establishing the Class and issuing this notice, the Court is not suggesting that either side will win or lose this case.

SUMMARY OF THE SETTLEMENT

7. Why is there a settlement?

Both sides have conducted detailed investigations and an analysis of the facts and applicable law. Plaintiff believes that the claims asserted in the lawsuit have merit; Defendant strongly disputes that contention. This case involves many unresolved factual and legal issues, and the outcome is uncertain. Substantial amounts of time, energy, and other resources have been devoted by both parties and, unless there is a settlement, that situation will continue. By agreeing to a settlement, the parties avoid the costs, risks, and uncertainty of trial and/or any appeals, and the Class Members will receive a financial payment.

8. What does the settlement provide?

Without admitting any wrongdoing, Defendant has agreed to pay \$635,000 (the "Gross Settlement Amount") to resolve the Class Action. All payments under the Settlement will be disbursed from the Gross Settlement Amount, including the following:

- Payments to the Participating Class Members in the total gross estimated amount of \$333,250 (the "Net Common Fund"). These are called "Class Member Payments."
- Payments to the PAGA Group Members in the total amount of \$8,750. These are called the "PAGA Penalty Payments."
- Fees of the third party Settlement Administrator to administer the Settlement, estimated at \$17,500.
- A Service Award payment to the Class Representative, not to exceed \$12,000.
- Plaintiff's Counsel's attorneys' fees of up to 35% of the Gross Settlement Amount.
- Plaintiff's Counsel's costs in connection with the Class Action, up to \$15,000.
- Payment to the California Labor & Workforce Development Agency in the amount of \$26,250.

Any amount not awarded by the Court in Settlement Administrator fees, a Service Award payment, attorneys' fees or costs will be added to the Net Common Fund. Any uncashed Class Member Payments and any uncashed PAGA Penalty Payments will escheat to the State of California, Unclaimed Property Division, in the name of the corresponding Class Member(s). Please note that, while the Court has preliminarily approved of this Class Action Settlement, this Settlement is still subject to final approval by the Court.

9. Who is a Participating Class Member? | Who is a PAGA Group Member

A Class Member who does not request to be excluded from the settlement is a "Participating Class Member" and will receive a portion of the Net Common Fund. This means that if you take no action, you will be a Participating Class Member. All Participating Class Members are entitled to receive their Class Member Payment.

A "PAGA Group Member" is a Class Member who worked as a non-exempt employee of TFP in California at any time from November 7, 2019 through ____ (the "PAGA Period"). If you are a PAGA Group Member, even if you request to be excluded from the Settlement, you will still be entitled to receive your PAGA Penalty Payment.

10. How will Participating Class Members Be Paid? | How Will A PAGA Group Member Be Paid?

For Participating Class Members, each Participating Class Member will receive a pro-rata share of the Net Common

Fund based on the number of weeks worked credited to that Participating Class Member as a ratio of the total number of weeks worked credited to all Participating Class Members. If a Class Member opts out of the Settlement, his or her Class Member Payment will be redistributed and paid out to the other Participating Class Members.

For PAGA Group Members, each PAGA Group Member will receive a pro-rata share of \$8,750 based on the number of weeks worked by that PAGA Group Member during the PAGA Period as a ratio of the total number of weeks worked credited to all PAGA Group Members during the PAGA Period. Only weeks worked for Taylor Farms Pacific as a non-exempt employee will be counted in this calculation.

The total amount of settlement money payable to a Class Member under the Settlement is called an “Individual Settlement Payment.” If you are both a Participating Class Member and a PAGA Group Member, your Individual Settlement Payment will include both a Class Member Payment and a PAGA Penalty Payment. Individual Settlement Payments will be issued after the Court grants final approval to the Settlement.

11. How much is my Individual Settlement Payment?

Your anticipated approximate Individual Settlement Payment is listed on the Notice of Estimated Individual Settlement Payment, which you are receiving with this Notice. The exact amount of the Individual Settlement Payment could vary, up or down, depending upon various factors, including among others (1) whether any Class Members dispute the number of weeks credited to them; and (2) whether any additions or deletions are made to the number of Class Members. One-quarter of your Class Member Payment will be treated as W-2 wages. Three-quarters of your Class Member Payment will be paid on a 1099 basis for interest and penalties. Your PAGA Penalty Payment will be treated as 100% penalties and paid on a 1099 basis.

You are entitled to dispute the number of weeks worked that is reported on the enclosed Notice of Estimated Individual Settlement Payment. To submit a valid dispute, you must: (1) complete Section B on the enclosed Notice of Estimated Individual Settlement Payment; (2) provide your name, the date and your signature on the Notice of Estimated Individual Settlement Payment in the spaces specified; and (3) mail the Notice of Estimated Individual Settlement Payment to the Settlement Administrator so that it is **postmarked no later than [REDACTED], 20__**. Any dispute that is postmarked later than [REDACTED], 20__, will be late and invalid and will result in the Class Member being bound by the work weeks and employment status stated in his or her Notice of Estimated Individual Settlement Payment.

12. How will Class Member weeks worked be calculated?

A Class Member will be given credit only for the period of time that the Class Member was employed at Taylor Farms Pacific as a non-exempt employee during the Class Period. A Class Member’s weeks worked will be rounded up or down to the nearest hundredth decimal place. For more information on how weeks worked are calculated, please review the Notice of Estimated Individual Settlement Payment.

13. How much will the Class Representative be paid?

Subject to Court approval, Plaintiff Julian Leal will be paid \$12,000 for his service as Class Representative and for his general release of all known and unknown claims. He will also receive his Individual Settlement Payment.

14. How will the attorney for the Class be paid?

The attorney for the Class Representative and the Class Members will be paid from the Gross Settlement Amount. The attorney will ask the Court for up to a maximum of \$222,250 (35% of the Gross Settlement Amount) for fees, and \$15,000 for costs. The actual amounts will be determined by the Court.

YOUR RIGHTS AND OPTIONS

15. OPTION #1: DO NOTHING AND BE MAILED A PAYMENT.

BY TAKING NO FURTHER ACTION, YOU WILL AUTOMATICALLY BE CONSIDERED A PARTICIPATING CLASS MEMBER AND WILL BE MAILED AN INDIVIDUAL SETTLEMENT PAYMENT BY THE SETTLEMENT ADMINISTRATOR TO YOUR LAST KNOWN HOME ADDRESS. YOU ALSO WILL BE RELEASING THE CLAIMS DESCRIBED IN SECTION 19 BELOW.

To ensure receipt of your Individual Settlement Payment, you must notify the Settlement Administrator of any changes to your mailing address by calling the phone number in the footer and/or at the end of this Notice.

16. OPTION #2: REMAIN A CLASS MEMBER AND OBJECT TO THE SETTLEMENT.

If you wish to remain a Class Member, but you object to the proposed Settlement (or any of its terms) and want the Court to consider your objection at the Final Fairness Hearing, you must mail a written objection to the Settlement Administrator. (No attorneys' fees will be paid by Defendant for your counsel's appearance at the Final Fairness Hearing.) To be valid, your objection must be in writing, contain your name, state the basis for your objection, be signed by you, and be mailed to the Settlement Administrator so that it is **postmarked no later than** [REDACTED], 20__. The address of the Settlement Administrator appears in Section 23 of this notice. Unless the Court allows otherwise in its discretion, any Class Member who does not mail his/her objection to the Settlement Administrator within the time provided above will be precluded from making any objections to the Settlement in writing or in person.

17. OPTION #3: EXCLUDE YOURSELF FROM THE CLASS.

If you exclude yourself from the Class -- which is sometimes called "opting out" of the Class -- you will not get any Class Member Payment from the settlement. You will not be permitted to object to the settlement, but you will retain the right to bring your own individual claims against Defendant.

You may request exclusion by submitting the enclosed Exclusion Request Form to the Settlement Administrator. To be valid, your Exclusion Request Form must contain your name and address, be dated and signed by you, and be mailed to the Settlement Administrator so that it is **postmarked no later than** [REDACTED], 20__. Any Exclusion Request Form that it is postmarked later than [REDACTED], 20__, will be late and invalid, and it will result in the Class Member being bound to the terms of the Settlement.

Please note that if you are a PAGA Group Member and you submit a request for exclusion, you will still release the PAGA Claims discussed below, and you will still be entitled to receive your PAGA Penalty Payment. A PAGA Group Member cannot exclude themselves from the settlement of the PAGA Claims. The PAGA Claims are not individual claims, but rather government claims.

18. Will my decision whether to participate in the Settlement affect my employment with Defendant?

No. Defendant is prohibited by law from retaliating against any employee for participating in this Settlement.

19. What claims will be released by the Settlement?

When the Court grants final approval of this Settlement, all Class Members who did not timely submit a valid Exclusion Request Form will be deemed to have fully, finally, and forever released the "Released Parties" from all claims, causes of action, and forms of relief which are asserted in the Complaint or that could have been asserted based on the facts alleged in the Complaint, including claims for underpaid and unpaid sick leave, incorrect calculation of the regular rate, failure to pay minimum wage, failure to pay overtime, failure to authorize or permit

compliant meal periods, unpaid wages for time worked during meal periods, failure to pay meal period premiums, incorrect calculation of meal period premiums, failure to authorize or permit compliant rest periods, failure to pay rest period premiums, incorrect calculation of rest period premiums, failure to provide accurate wage statements, failure to maintain accurate records, failure to pay timely wages during employment, failure to pay all wages due upon separation from employment, failure to reimburse for business expenses, claims for violation of the California Labor Code (including §§ 201, 202, 203, 204, 210, 218, 223, 226, 226.2, 226.7, 233, 246, 246.5, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, 2804 thereof), and claims for violation of all similar provisions or requirements of California law (including the provisions of the California Code of Regulations, the California Industrial Welfare Commission Wage Orders, the General Minimum Wage Order, and Business & Professions Code §§ 17200 et seq.), which the Class and/or any Class Member has ever had, or hereafter may claim to have, for the Class Period. These claims are referred to as the “Covered Claims.”

The “Complaint” means the second amended complaint filed in the Class Action on November 16, 2022. The “Released Parties” means Defendant, its affiliates, parents and subsidiaries and its predecessors, successors, assigns, owners, shareholders, investors, members, officers, directors, agents, employees, benefit plans, trustees, fiduciaries, administrators and attorneys.

When the Court grants final approval of this Settlement, all PAGA Group Members will be deemed to have fully, finally, and forever released the Released Parties from any civil penalties under PAGA arising from the Covered Claims during the PAGA Period. These claims are referred to as the “PAGA Claims.”

20. What will happen at the Final Fairness Hearing?

A Final Fairness Hearing will be held on [REDACTED], at [REDACTED] in Department 10C of the San Joaquin County Superior Court, located at 180 E. Weber Ave, Stockton, CA 95202. The Court will determine: (i) whether the lawsuit should be finally certified as a class action solely and exclusively for settlement purposes; (ii) whether the settlement should be given the Court’s final approval; (iii) the amount of the attorneys’ fees and costs awarded to Class Counsel; (iv) the amount of administrator fees awarded to the Settlement Administrator; and (v) the amount awarded to Plaintiff for his class representative services. At the Final Fairness Hearing, the Court will hear all properly-submitted objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. Please note that the Court may continue the Final Fairness Hearing to a later date without notice to the Class. For updated information, including any changes in the date of the Final Fairness Hearing, please contact the Settlement Administrator.

21. Should I get my own lawyer in this case?

The Court has approved John M. Scheppach of Scheppach Bauer PC as Class Counsel. Class Counsel represents you and all Class Members in the Class Action. You also have the right to hire an attorney (at your own cost) to represent you, or to enter an appearance and represent yourself.

GETTING MORE INFORMATION

22. Who are the attorneys representing the parties?

Attorneys For Plaintiff And The Class Members Are:

SCHEPPACH BAUER PC
John M. Scheppach, Esq.
23181 Verdugo Drive, Suite 105-A
Laguna Hills, CA 92653
Tel: (949) 209-8880 | Fax: (949) 358-7884

Attorneys For Defendant Are:

**OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.**
Michael D. Wilson, Esq.
Andrew B. Levin, Esq.
One Embarcadero Center, Suite 900
San Francisco, CA 94111

Notice of Class Action Settlement
Questions? Call [toll free number to ILYM Group, Inc.]

*Attorneys for Defendant cannot speak with Class Members regarding the settlement without prior consent from Class Counsel.

23. Who is the Settlement administrator?

The Settlement Administrator is ILYM Group, Inc. The Settlement Administrator can be contacted at:

Leal v. Taylor Farms Pacific, Inc.
c/o ILYM Group, Inc.



24. How can I get more information?

If you would like more information or have questions, you may:

- Contact the attorneys for Plaintiff and the Class Members (see contact information listed above).
- Contact the Settlement Administrator (see contact information listed above).
- Visit the website of San Joaquin County Superior Court (www.sjcourts.org), scroll to the “Online Services” tab and click on “Case Management Search.” Once there, select “Case Search by Case Number” and then click “LOG IN.” After logging in, navigate to the “CASES” tab, and select “Civil Case.” Enter the following in the “CASE LOOKUP” field: CV 2021 0003972. Then click “RETRIEVE.”

PLEASE DO NOT CONTACT THE COURT, DEFENDANT, OR DEFENDANT’S ATTORNEYS ABOUT THIS NOTICE.

EXHIBIT B

NOTICE OF ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN

JULIAN P. LEAL, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

TAYLOR FARMS PACIFIC, INC., a California
corporation, and DOES 1 through 25, inclusive,

Defendants

CASE NO. STK-CV-UOE-2021-0003972

ASSIGNED FOR ALL PURPOSES TO:
HON. JAYNE LEE
DEPT 10C

**NOTICE OF ESTIMATED INDIVIDUAL
SETTLEMENT PAYMENT**

TO CLASS MEMBER <NAME>:

A. YOUR WEEKS WORKED AND ESTIMATED SETTLEMENT AMOUNT.

All Class Members who do not submit a timely and valid Request For Exclusion from the Settlement will be paid a pro rata share of the Net Common Fund, which is called a “Class Member Payment.” In addition, all PAGA Group Members will be paid a pro rata share of \$8,750 from the Settlement, which is called a “PAGA Penalty Payment.” Capitalized terms are defined in the Notice Of Class Action Settlement. Combined together, your Class Member Payment and (if applicable) your PAGA Penalty Payment are referred to as your “Individual Settlement Payment.”

Under the Settlement, you are entitled to receive an Individual Settlement Payment in the approximate estimated amount of <\$ >, minus all applicable tax deductions, after the Court approves the Settlement. This is only an estimate. The exact amount of your payment could vary, up or down. The way your Individual Settlement Payment was calculated is discussed below.

Class Member Payment. The first part of your Individual Settlement Payment is your Class Member Payment, and it is based on the number of weeks you were employed at Taylor Farms Pacific in a Class Position during the Class Period. A “Class Position” is any non-exempt position at Taylor Farms Pacific in California during the Class Period. If your employment was terminated (voluntarily or involuntarily) during the Class Period, the weeks credited amount below includes one (1) additional week as consideration for statutory penalties under Labor Code section 203. Some Class Members also participated in a prior class action settlement involving Taylor Farms Pacific in a case called *Pena, et al. v. Taylor Farms Pacific, Inc. et al.*, (E.D. Cal.), Case No. 2:13-CV-01282-KJM-AC (“*Pena* Class Action Settlement”), which covered the time period of February 17, 2008 to November 2, 2020. For any workweek you worked in a Class Position during the Class Period that was not covered by the *Pena* Class Action Settlement, any such workweek will be multiplied by two (2) for purposes of calculating your Class Member Payment.

PAGA Penalty Payment. The second part of your Individual Settlement Payment is your PAGA Penalty Payment (if applicable), and it is based on the number of weeks you were employed at Taylor Farms Pacific as a non-exempt employee during the PAGA Period. If your employment was terminated (voluntarily or involuntarily) during the PAGA Period, the weeks credited amount below includes one (1) additional week as consideration for alleged civil penalties arising under Labor Code section 203. For any workweek you worked for Taylor Farms Pacific as a non-exempt employee during the PAGA Period

that was not covered by the *Pena* Class Action Settlement, any such workweek will be multiplied by two (2) for purposes of calculating your PAGA Penalty Payment.

Weeks Worked Calculation. Based on information available to Defendant: (i) you have worked _____ weeks during the Class Period in a Class Position, and _____ of those weeks were covered by the *Pena* Class Action Settlement; (ii) your employment at Taylor Farms Pacific [was or was not] terminated during the Class Period; (iii) you have worked _____ weeks during the PAGA Period as a non-exempt employee for Taylor Farms Pacific, and _____ of those were covered by the *Pena* Class Action Settlement, (iii) your employment at Taylor Farms Pacific [was or was not] terminated during the PAGA Period. Based on this information, you have been credited with a total of _____ weeks worked for purposes of calculating your Class Member Payment, and _____ weeks worked for purposes of calculating your PAGA Penalty Payment.

B. IF YOU DISPUTE YOUR WEEKS WORKED OR EMPLOYMENT STATUS STATED ABOVE.

Complete this Section ***ONLY IF*** you dispute the information set forth in Section A above regarding your weeks worked and/or employment status as a current/former employee. To dispute your weeks worked, you must provide information establishing that the weeks worked number stated above is incorrect. **To submit a valid dispute**, in the space below, you must provide your specific dates of employment, the number of weeks you believe you worked in a Class Position, your job position(s), and work location (if you need more space, you may attach any additional information that you like):

To submit a valid dispute, you must print your name, sign and date this form in the spaces provided below. By signing your name below you are certifying that the information you are providing to support your dispute is true and correct. **To be considered a valid dispute, you must mail this completed document to the Settlement Administrator at the address below so that it is postmarked no later than [DATE].** Please include in your mailing any record you have that supports your dispute.

C. TO RECEIVE MONEY FROM THE SETTLEMENT YOU DO NOT NEED TO TAKE ANY ACTION OR SUBMIT THIS FORM.

If you do not want to dispute the number of weeks worked being credited to you, you do not need to take any further action to be eligible for an Individual Settlement Payment. An Individual Settlement Payment will be mailed to you after the Settlement goes into effect, in approximately six months.

UNLESS YOU ARE DISPUTING YOUR WEEKS WORKED INFORMATION SPECIFIED ABOVE, YOU DO NOT NEED TO TAKE ANY ACTION.

To submit a dispute, return this completed form BY FIRST CLASS, U.S. MAIL, TO:

Leal v. Taylor Farms Pacific, Inc.
c/o ILYM Group, Inc.

Print Name: _____

Signature: _____

Date: _____

EXHIBIT C

EXCLUSION REQUEST FORM

Leal v. Taylor Farms Pacific, Inc..
Superior Court of California, County of San Joaquin

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT

By signing and returning this form, I represent that I desire to exclude myself from participating in the Settlement of the Class Action entitled *Leal v. Taylor Farms Pacific, Inc.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2021-0003972 (the "Class Action").

Please note: Any person who submits this form will not receive a Class Member Payment. However, if you are PAGA Group Member, you will still be entitled to your PAGA Penalty Payment, and you will release the PAGA Claims even if you submit this form.

Name (Please Print): _____
(First) (Middle) (Last)

Address: _____
(Street)

 (City) (State) (Zip)

Dated: _____ Signature: _____

TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN _____, 20__, AND MAILED TO THE SETTLEMENT ADMINISTRATOR AT:

Leal v. Taylor Farms Pacific, Inc.
c/o ILYM Group, Inc.

EXHIBIT D

SCHEPPACH BAUER PC
JOHN M. SCHEPPACH (BAR NO. 240633)
E-mail: jmscheppach@sbpc.law
23181 Verdugo Drive, Suite 105-A
Laguna Hills, CA 92653
Phone: (949) 209-8880 | Fax: (949) 358-7884

Attorneys for Plaintiff
JULIAN P. LEAL, on behalf of himself and all others similarly situated

**OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.**
MICHAEL D. WILSON, JR., CA Bar 233334
Email: michael.wilson@ogletree.com
One Embarcadero Center, Suite 900
San Francisco, CA 94111
Phone: (415) 442-4810 | Fax: (415) 442-4870

**OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.**
ANDREW B. LEVIN, CA Bar 307199
Email: andrew.levin@ogletree.com
Esplanade Center III, Suite 800
2415 East Camelback Road
Phoenix, AZ
Phone: (602) 778-3700 | Fax: (602) 778-3750

Attorneys for Defendant
TAYLOR FARMS PACIFIC, INC.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

JULIAN P. LEAL, an individual, on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

TAYLOR FARMS PACIFIC, INC., a
California corporation, and DOES 1
through 25, inclusive,

Defendants

Case No. STK-CV-UOE-2021-0003972

ASSIGNED FOR ALL PURPOSES TO:
JUDGE JAYNE LEE, Department 10C

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

Date & Time:
Dept:

Complaint Filed: May 4, 2021
1st Amended Complaint Filed: July 8, 2021
2nd Amended Complaint Filed: Nov. 16, 2022
Trial Date: None Set

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1 **THE COURT FURTHER FINDS AS FOLLOWS:**

2 1. The Court finds on a preliminary basis that the Settlement Agreement,
3 incorporated by this reference and made a part of this Order Granting Preliminary Approval,
4 is within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. The Court preliminarily finds that the terms of the Settlement are
6 fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil
7 Procedure.

8 2. The Court notes that Defendant Taylor Farms Pacific, Inc. (“Defendant,”
9 “Taylor Farms Pacific,” or TFP) has agreed to a cash settlement and to create a Common
10 Fund from which all disbursements under the Settlement are to be paid.

11 3. The Court finds that the elements of numerosity, commonality, typicality, and
12 adequacy have been established to support conditional certification of the Class for
13 settlement purposes, with Plaintiff acting as Class Representative.

14 4. The Court hereby appoints, for settlement purposes, Plaintiff Julian Leal as
15 Class Representative. The Court further finds that John M. Scheppach of Scheppach Bauer
16 PC has established adequacy to be appointed as Class Counsel, and he is hereby appointed
17 as Class Counsel.

18 5. The Class provisionally certified by this Order for settlement purposes
19 includes all current and former non-exempt employees of TFP who worked at any of its
20 locations in California as a non-exempt employee at any time from November 7, 2016
21 through the Preliminary Approval Date. The “Preliminary Approval Date” is the date on
22 which the Court signs this Order Granting Preliminary Approval.

23 6. The Court finds that the proposed manner of notice is adequate.

24 7. The Court approves ILYM Group, Inc. to serve as the Settlement
25 Administrator.

26 8. The Court approves the proposed “Notice Packet,” consisting of the Class
27 Notice (Exhibit A to the Settlement), the Notice of Estimated Individual Settlement Payment
28 (Exhibit B to the Settlement), and the Exclusion Request Form (Exhibit C to the Settlement),

1 and orders them to be mailed to Class Members in English and Spanish.

2 9. The Court finds that the Class Notice constitutes the best notice practicable
3 under the circumstances and is in compliance with the laws of the State of California and, to
4 the extent applicable, the United States Constitution and the requirements of due process.
5 The Court further finds that the Class Notice fully and accurately informs Class Members
6 of all material elements of the proposed Class Action Settlement, of each Class Member's
7 right to be excluded from the Class, and each Class Member's right and opportunity to object
8 to the proposed Class Action Settlement. The Class Notice adequately advises the Class
9 about:

- 10 A. the Class Action;
11 B. the Settlement terms and the benefits available to each Class Member;
12 C. each Class Member's right to object and/or "opt out," and the timing
13 and procedures for doing so;
14 D. the conditional certification of the Class for settlement purposes only;
15 E. preliminary Court approval of the proposed Settlement;
16 F. timing and procedures for distributing the settlement funds; and
17 G. the date of the Final Fairness Hearing, as well as the rights of members
18 to submit objections and appear in connection with said hearing.

19 Accordingly, the Court hereby approves the proposed notices to the Class and finds
20 that mailing to the last known address of members of the Class, as specifically described
21 within the Settlement Agreement, constitutes an effective method of notifying Class
22 Members of their rights with respect to the Class Action and proposed Settlement.

23 **THE COURT FURTHER ORDERS AS FOLLOWS:**

24 10. Defendant shall, within fifteen (15) calendar days after this signed Order
25 Granting Preliminary Approval is filed, provide the Settlement Administrator with the Class
26 List as defined in the Settlement.

27 11. The Settlement Administrator shall, within seven (7) calendar days after the
28 Settlement Administrator receives the Class List from Defendant, update all addresses using

1 the National Change of Address System (NCOA) and mail to all Class Members, via first-
2 class United States Mail, the Notice Packet. The envelope that the Notice Packet is mailed
3 in will clearly state that it concerns a class action and the recipient could be entitled to a cash
4 payment. In the event of returned or non-deliverable Notice Packets, the Settlement
5 Administrator will make reasonable efforts to locate Class Members and re-send the Notice
6 Packet, if possible. In the event of returned or non-deliverable Notice Packets, the
7 Settlement Administrator will make reasonable efforts to locate Class Members through
8 skip-tracing services offered by publicly-available databases and, if possible, will re-send
9 the Notice Packet to the best available address after performing the skip-tracing. It will be
10 conclusively presumed that a Class Member's Notice Packet was received if the Notice
11 Packet has not been returned within forty-five (45) days of the mailing of the Notice Packet
12 to the Class Member.

13 12. Any Exclusion Request Form must be postmarked no later than sixty (60) days
14 after the Notice Packet is first mailed to the Class Member ("Response Deadline") and must
15 be received by the Settlement Administrator to be valid.

16 13. Any dispute submitted by a Class Member regarding the status of employment
17 or number of weeks worked credited to that Class Member under the Settlement must be
18 postmarked no later than sixty (60) days after the date when the Notice Packet is first mailed
19 to the Class Member and must be received by the Settlement Administrator to be considered.
20 The Settlement Administrator must review all disputes with the Parties in accordance with
21 the terms of the Settlement. The Settlement Administrator must send each Class Member
22 written notice of the decision regarding his or her dispute. The Class Member shall have
23 seven (7) calendar days after the date the written notice of the decision is postmarked to opt
24 out of the Settlement by mailing a Request For Exclusion to the Settlement Administrator.
25 If, within that seven (7) calendar day time period, the Class Member does not mail a valid
26 Request for Exclusion to the Settlement Administrator, the Class Member shall be deemed
27 a Participating Class Member and will be paid in accordance with the Class Member's weeks
28 worked as noted in the written notice of the decision.

1 14. Objections, if any, to the Settlement by a Class Member shall be mailed to the
2 Settlement Administrator no later than sixty (60) days after the Notice Packet is first mailed
3 to the Class Member. Such objection must contain the Class Member's name, the basis for
4 their objection to the Settlement, and their signature.

5 15. In the event that a Notice Packet is re-mailed to a Class Member because the
6 first one was undeliverable, the Class Member shall have an additional fifteen (15) calendar
7 days beyond the Response Deadline to submit a valid opt-out, dispute, and/or objection to
8 the Settlement.

9 16. Class Members do not have to submit any Claim Forms since this is not a
10 claims-made settlement.

11 17. The Final Fairness Hearing shall be held at _____ on _____, in
12 Department 10C of the San Joaquin County Superior Court, located at 180 E. Weber Ave,
13 Stockton, CA 95202, to consider the fairness, adequacy and reasonableness of the
14 Settlement preliminarily approved by this Order Granting Preliminary Approval, and to
15 consider the application of Class Counsel for an award of attorney's fees and costs, and the
16 Class Representative's Enhancement. The Court may continue the Final Fairness Hearing
17 to another date at its discretion.

18 18. No later than twenty (20) days before the Final Fairness Hearing, the
19 Settlement Administrator shall provide to counsel for the Parties a Declaration confirming
20 that the Notice Packets have been disseminated in accordance with this Order Granting
21 Preliminary Approval and attaching a complete list of all individuals who have timely
22 requested exclusion from the Class (opt-outs), and any objections to the Settlement. Class
23 Counsel shall file the Declaration with the Court as part of the Motion for Final Approval.

24 19. Any Party to this case, including any Class Member who has not submitted a
25 valid and timely Request for Exclusion, may be heard in support of, or in opposition to, the
26 Court's determination of the good faith, fairness, reasonableness and adequacy of the
27 Settlement, the requested attorney's fees and costs, the requested Class Representative's
28 Enhancement, and any Order Granting Final Approval regarding such Settlement, fees, costs

1 and Enhancement; provided, however, that no person, except Class Counsel and counsel for
2 Defendant shall be heard regarding such matters unless such person has complied with the
3 conditions set forth in the Class Notice or as the Court otherwise allows in its discretion.

4 20. All briefs and materials in support of an Order Granting Final Approval and
5 an application for attorney's fees and costs and the Class Representative's Service Award
6 shall be filed with this Court no later than ten (10) court days before the date set for the Final
7 Fairness Hearing. Likewise, response briefs, if any, in opposition to objections shall be filed
8 with this Court no later than ten (10) court days before the Final Fairness Hearing.

9 21. Pending further order of this Court, all proceedings in this matter except those
10 contemplated herein and in the Settlement Agreement are stayed.

11 The Court expressly reserves the right to adjourn or continue the Final Fairness
12 Hearing from time to time without further notice to the Class.

13 **IT IS SO ORDERED.**

14
15 Dated: _____

Judge of the Superior Court of California

EXHIBIT E

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Attorneys for Defendant
TAYLOR FARMS PACIFIC, INC.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

JULIAN P. LEAL, an individual, on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

TAYLOR FARMS PACIFIC, INC., a
California corporation, and DOES 1
through 25, inclusive,

Defendants

Case No. STK-CV-UOE-2021-0003972

ASSIGNED FOR ALL PURPOSES TO:
JUDGE JAYNE LEE, Department 10C

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND REPRESENTATIVE ACTION
SETTLEMENT AND ENTERING
JUDGMENT THEREON**

Date & Time:
Dept:

Complaint Filed: May 4, 2021
1st Amended Complaint Filed: July 8, 2021
2nd Amended Complaint Filed: Nov. 16, 2022
Trial Date: None Set

ORDER GRANTING FINAL APPROVAL AND
ENTERING JUDGMENT THEREON

This matter came on for hearing on _____, at _____ in Department 10C of the above-captioned court on the unopposed Motion for Final Approval of the Class Action Settlement.

Having considered the Stipulation and Agreement for Class Action Settlement (the “Settlement Agreement” or “Settlement”) which is attached as **Exhibit “1”** to the Memorandum filed in Support of the Motion for Final Approval; having granted preliminary approval of the same and conditional certification of the Class for settlement purposes only on _____; having entered an Order directing that the Notice Packet be mailed to the Class; having conducted a hearing regarding whether the Settlement should be granted final approval; having considered the submissions filed by the respective Parties; and good cause appearing therefor; the Court

HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over Plaintiff Julian Leal (“Plaintiff”), Defendant Taylor Farms Pacific, Inc. (“Defendant,” “Taylor Farms Pacific,” or “TFP”), and the subject matter of the action.

2. The Court hereby GRANTS final approval of the Settlement upon the terms and conditions set forth in the Settlement Agreement, including the definition of the Class and the Class Period as stated below. The Court finds that the Settlement terms are fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

3. The following definitions, as provided in the Settlement, shall apply herein:

A. **“Class,” “Class Member(s),” “Settlement Class,” or “Settlement Class Member(s)”** means all current and former non-exempt employees of TFP who worked at any of its locations in California as a non-exempt employee at any time from November 7, 2016 through _____.

B. **“Class Period”** means November 7, 2016, through and including _____.

1 C. **“Covered Claims”** and **“Released Claims”** means all claims, causes
2 of action, and forms of relief which are asserted in the Complaint or that could have been
3 asserted based on the facts alleged in the Complaint, including claims for underpaid and
4 unpaid sick leave, incorrect calculation of the regular rate, failure to pay minimum wage,
5 failure to pay overtime, failure to authorize or permit compliant meal periods, unpaid wages
6 for time worked during meal periods, failure to pay meal period premiums, incorrect
7 calculation of meal period premiums, failure to authorize or permit compliant rest periods,
8 failure to pay rest period premiums, incorrect calculation of rest period premiums, failure to
9 provide accurate wage statements, failure to maintain accurate records, failure to pay timely
10 wages during employment, failure to pay all wages due upon separation from employment,
11 failure to reimburse for business expenses, claims for violation of the California Labor Code
12 (including §§ 201, 202, 203, 204, 210, 218, 223, 226, 226.2, 226.7, 233, 246, 246.5, 510,
13 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, 2804 thereof), and
14 claims for violation of all similar provisions or requirements of California law (including
15 the provisions of the California Code of Regulations, the California Industrial Welfare
16 Commission Wage Orders, the General Minimum Wage Order, and Business & Professions
17 Code §§ 17200 et seq.), which the Class and/or any Class Member has ever had, or hereafter
18 may claim to have, for the Class Period.

19 D. **“PAGA Claims”** means any civil penalties under the Private Attorneys
20 General Act of 2004 arising from the Covered Claims during the PAGA Period.

21 E. **“PAGA Group”** and **“PAGA Group Members”** means all Settlement
22 Class Members who worked as a non-exempt employee of TFP in California at any time
23 during the PAGA Period.

24 F. **“PAGA Period”** means the period from November 7, 2019 through
25 and including _____.

26 G. **“Participating Class Member”** means any Class Member who did not
27 timely submit a Request for Exclusion.

28 H. **“Released Parties”** means Defendant, its affiliates, parents and

1 subsidiaries and its predecessors, successors, assigns, owners, shareholders, investors,
2 members, officers, directors, agents, employees, benefit plans, trustees, fiduciaries,
3 administrators and attorneys.

4 4. The Court has determined that the Notice Packet fully and accurately informed
5 all Class Members of the material elements of the Settlement, constituted the best notice
6 practicable under the circumstances, and constituted valid, due and sufficient notice to all
7 Class Members.

8 5. The Court hereby grants final approval of the Settlement as fair, reasonable
9 and adequate.

10 6. The Court approves the non-reversionary settlement amount of \$635,000 (the
11 “Gross Settlement Fund”) established to fund the Settlement as fair, reasonable, and
12 adequate.

13 7. The Court approves the payment for Settlement Administration Costs incurred
14 by ILYM Group, Inc. in the amount of \$17,500 to be paid from the Gross Settlement Fund.

15 8. The Court approves a Service Award to the Class Representative in the amount
16 of \$12,000, to be paid from the Gross Settlement Fund.

17 9. The Court approves the payment of \$26,250 to the California Labor &
18 Workforce Development Agency (“LWDA”) to be paid from the Gross Settlement Fund.

19 10. The Court approves the payment of attorney’s fees to Class Counsel from the
20 Gross Settlement Fund in the total amount of \$222,250.

21 11. The Court approves the payment of costs to Class Counsel from the Gross
22 Settlement Fund in the total amount of \$_____.

23 12. The Court hereby directs Defendant to fund the Settlement and its share of
24 employer payroll taxes in accordance with the terms of, and by the deadlines supplied in,
25 the Settlement.

26 13. The Court hereby directs the Settlement Administrator to make all
27 disbursements in accordance with the terms of, and by the deadlines supplied in, the
28 Settlement Agreement.

1 14. As set forth in the Settlement Agreement, the Settlement Administrator will
2 prepare and mail settlement checks for each Participating Class Member and PAGA Group
3 Member in the amount of his or her Individual Settlement Payment. The checks will indicate
4 on their face that they are void if not negotiated within one hundred and eighty (180) days
5 of their issuance. In the event a settlement check is returned to the Settlement Administrator
6 with a forwarding address, the settlement check will be forwarded to the forwarding address.
7 In the event a settlement check is returned to the Settlement Administrator without a
8 forwarding address or is otherwise undeliverable, the Settlement Administrator will use
9 reasonable efforts to search for a better address and re-mail the returned check, if possible.
10 If the search does not provide a better address, or the settlement check is ultimately returned
11 without a forwarding address, neither Defendant, Class Counsel nor the Settlement
12 Administrator shall be required to take further action to achieve delivery of the check to the
13 Class Member. If within the 180-day period the Class Member contacts the Settlement
14 Administrator, or if Class Counsel does so on his or her behalf, the settlement check will be
15 reissued and mailed to the address the Class Member (or Class Counsel) provides. Any such
16 reissued settlement checks will indicate on their face that they are void if not negotiated
17 within one hundred and eighty (180) days of their issuance.

18 15. Any monies not able to be delivered to a Class Member after one address
19 follow-up on returned mail and any settlement checks not cashed within one hundred and
20 eighty (180) days of issuance will escheat to the State of California, Unclaimed Property
21 Division, in the name of the corresponding Class Member.

22 16. Any Class Member who submitted a valid and timely Request for Exclusion
23 shall no longer be a Class Member, shall not be bound by the Settlement, shall have no right
24 to object to the Settlement, and shall receive no Class Member Payment. However, if a
25 Class Member who is a PAGA Group Member submitted a valid and timely Request For
26 Exclusion, the PAGA Group Member shall still be bound by the Settlement to the extent it
27 pertains to the PAGA Claims.

28 ///

1 17. Upon the filing of this Order Granting Final Approval, Class Members who
2 did not timely exclude themselves from the Settlement will be deemed to have released the
3 Released Parties from the Released Claims, as set forth in the Settlement Agreement. Class
4 Members who did not timely object to the Settlement are barred from prosecuting or
5 pursuing any appeal of this Order Granting Final Approval. Upon the filing of this Order
6 Granting Final Approval, PAGA Group Members will be deemed to have released the
7 Released Parties from the PAGA Claims, as set forth in the Settlement Agreement. PAGA
8 Group Members who did not timely object to the Settlement are barred from prosecuting or
9 pursuing any appeal of this Order Granting Final Approval.

10 18. Neither this Order Granting Final Approval nor the Settlement shall constitute
11 an admission by Defendant of any liability or wrongdoing whatsoever, nor is this Order
12 Granting Final Approval a finding of the validity or invalidity of any claims in the action or
13 a finding of wrongdoing by Defendant herein.

14 19. Each Party will bear its own attorneys' fees and costs, except as provided for
15 in the Settlement and this order.

16 20. By signing and filing this Order Granting Final Approval, the Court decrees
17 that the Participating Class Members shall be conclusively deemed to have released and
18 forever discharged the Released Parties from the Released Claims. By signing and filing
19 this Order Granting Final Approval, the Court decrees that the PAGA Group Members shall
20 be conclusively deemed to have released and forever discharged the Released Parties from
21 the PAGA Claims.

22 21. Without affecting the finality of this Order Granting Final Approval in any
23 way, and pursuant to California Rules of Court, Rule 3.768(h), the Court reserves exclusive
24 and continuing jurisdiction over the action for purposes of supervising the implementation,
25 enforcement (CCP § 664.6), construction, administration and effectuation of the Settlement.

26 22. The Court hereby sets a status conference on _____ at _____.
27 in Department 10C, at which time the Parties shall apprise the Court of the status of the
28 distribution of the settlement proceeds.

1 23. Notice of this executed Order Granting Final Approval Of Class Action
2 Settlement shall be posted on the Settlement Administrator's website and may be removed
3 following the status conference date set forth above.

4 **IT IS SO ORDERED, AND JUDGMENT IS HEREBY ENTERED.**

5

6 Dated: _____

Judge of the Superior Court of California

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