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LARHONDA RIVERA, et al.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

LARHONDA RIVERA, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

CFS NORCAL, INC., a California
corporation; CHOICELUNCH, an unknown
business entity; CHOICE FOODSERVICES,
INC., an unknown business entity; and DOES
1 through 100, inclusive,

Defendants.

Case No. RG19027558

Assigned for all purposes to the
Honorable Winifred Y. Smith

**JOINT STIPULATION RE: CLASS
ACTION SETTLEMENT AND RELEASE**

Complaint Filed: July 18, 2019

1 IT IS HEREBY STIPULATED, by and among Plaintiff LARHONDA RIVERA on behalf of
2 herself and each of the Class Members, as defined herein, on the one hand, and Defendants CFS
3 NORCAL, INC., CFS SOCAL, INC., and CHOICE FOODSERVICES, INC. doing business as
4 CHOICELUNCH, on the other hand, and subject to the approval of the Court, that the above-captioned
5 Action is hereby being compromised and settled pursuant to the terms and conditions set forth herein
6 (the “Settlement Agreement”).

7 **1. DEFINITIONS**

8 Unless otherwise defined herein, capitalized terms used in this Settlement Agreement
9 shall have the meanings set forth below:

10 1.1 “Action” means the litigation titled *Rivera v. CFS NorCal, Inc., et al.*, Superior Court
11 of the State of California, County of Alameda, Case No. RG19027558.

12 1.2 “Claims” means all claims for wages, damages, and related penalties actually alleged
13 in the Action or that could have been alleged in the Action by the Plaintiff, on behalf of herself and
14 the Class Members, based on the facts stated in the controlling Complaint and the planned First
15 Amended Complaint, including but not limited to the following: (1) violation of California Labor Code
16 sections 510 and 1198, and the applicable IWC Wage Order, for unpaid overtime; (2) violation of
17 California Labor Code sections 226.7 and 512, and the applicable IWC Wage Order, for non-compliant
18 meal periods and the failure to pay meal period premiums; (3) violation of California Labor Code
19 sections 226.7, and the applicable IWC Wage Order, for non-compliant rest periods and the failure to
20 pay rest period premiums; (4) violation of California Labor Code sections 1194, 1197, 1197.1, and the
21 applicable IWC Wage Order, for unpaid minimum wages; (5) violation of California Labor Code
22 sections 201, 202, and 203, for final wages not timely paid; (6) violation of California Labor Code
23 section 204, for the failure to timely pay wages during employment; (7) violation of California Labor
24 Code sections 226, including for non-complaint wage statements; (8) violation of California Labor
25 Code section 1174, for the failure to keep the requisite payroll records; (9) violation of California
26 Labor Code sections 2800 and 2802, for the failure to reimburse business expenses; (10) for violation
27 of California Business and Professions Code sections 17200 et. seq.; and (11) for penalties under the
28 Private Attorney General Act (“PAGA”), California Labor Code section 2698 et. seq., for violations

of the California Labor Code, including sections 200-204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, and 2802. “Claims” also includes any allegation (a) that Class Members are entitled to declaratory and injunctive relief related to the alleged Labor Code violations; (b) that Defendants are liable for the attorneys’ fees incurred to prosecute this Action on behalf of Class Members; and (c) that Defendants are liable for any other remedies, penalties and interest under California Labor Code sections 200-204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, California Civil Procedure Code § 1021.5, California Business & Professions Code section 17200 *et seq.* and the applicable IWC Wage Orders. “Claims” additionally includes all claims that Plaintiff and/or the Class Members may have against the Released Parties relating to (i) the payment and allocation of attorneys’ fees and costs to Class Counsel pursuant to this Settlement Agreement and (ii) the payment of a Service Award pursuant to this Settlement Agreement.

1.3 “Class Counsel” means Lawyers *for* Justice, PC and Protection Law Group, LLP.

1.4 “Class Counsel Costs Award” means expenses and costs incurred by Class Counsel in the prosecution of this Lawsuit that are approved by the Court upon application, but in any event the recoverable amount of costs shall not exceed \$35,000.

1.5 “Class Counsel Fees Award” means the attorneys’ fees for Class Counsel’s litigation and resolution of this Action, as awarded by the Court, which may not exceed thirty-five (35) percent of the Total Settlement Amount.

1.6 “Class Information” means information regarding Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. Class Information shall be provided in a Microsoft Excel spreadsheet and shall include, for each Class Member: full name, last known address, social security number, employee identification number, number of Work Weeks worked during the Class Period, and dates of employment. Because Class Members’ private information is included in the Class Information, the Settlement Administrator shall maintain the Class Information in confidence; access shall be limited to employees of the Settlement Administrator with a need to use the Class Information as part of the administration of the Settlement.

1.7 “Class Members” means all non-exempt employees who worked for Defendants in California during the Class Period. These individuals are members of the class to be conditionally

1 certified by the Court pursuant to this Settlement and these individuals will remain members of the
2 class unless they properly elect to exclude themselves from this Action and Settlement, pursuant to
3 the terms of this Settlement Agreement.

4 1.8 “Class Period” means the period from July 18, 2015, through the earlier of the date of
5 preliminary approval of the Settlement Agreement or the date on which there is an increase of more
6 than five percent (5%) in the number of Class Member Work Weeks than the number provided by
7 Defendants at the execution of this Agreement. Plaintiff is entering into this Settlement based on
8 Defendants’ representation that the Class Members have not worked more than 55,000 Work Weeks
9 during the Class Period. If it is determined that the actual number of Work Weeks worked by Class
10 Members during the Class Period exceeds the number represented by Defendants by more than 5%,
11 then the Class Period shall end at the time when the Work Weeks exceeded the 55,000 number by 5%
12 (the “Class Cut-Off Date”). Defendant shall confirm a verified number of workweeks prior to the filing
13 of Plaintiff’s Motion for Preliminary Approval.

14 1.9 “Court” shall mean the Superior Court of the State of California, County of Alameda.

15 1.10 “Defendants” mean CFS NorCal, Inc.; CFS SoCal, Inc.; and Choice Foodservices, Inc.
16 doing business as Choicelunch.

17 1.11 “Defense Counsel” or “Counsel for Defendant” shall mean Littler Mendelson, P.C.

18 1.12 “Effective Date” means the date by which this Settlement is finally approved as
19 provided herein and the Court’s Final Approval Order becomes binding. For purposes of this
20 Settlement Agreement, the Final Approval Order becomes binding upon the later of: (1) the day after
21 the last day by which a notice of appeal to the California Court of Appeal of the Final Approval Order
22 may be timely filed, and none is filed; (2) if an appeal is filed, and the appeal is finally disposed of by
23 ruling, dismissal, denial or otherwise, the day after the last date for filing a request for further review
24 of the Court of Appeal’s decision passes, and no further review is requested; (3) if an appeal is filed
25 and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and
26 further review of the Court of Appeal’s decision is requested, the day after the request for review is
27 denied with prejudice and/or no further review of the judgment can be requested, or (4) if review is
28 accepted, the day the California Supreme Court affirms the Settlement.

1.13 “Employer Taxes” shall mean and refer to Defendants’ share of corporate federal, state and/or local payroll taxes that is owed on the portion of any Class Member’s Individual Settlement Amount that constitutes wages. The Employer’s Taxes shall be withheld from and paid out of the Net Settlement Amount.

1.14 “Final Approval” or “Final Approval Order” means the Court’s entry of a Final Approval Order finally approving this Settlement.

1.15 “Final Approval Hearing” means the hearing held on the motion for Final Approval of the Settlement.

1.16 “First Amended Complaint” means the proposed First Amended Complaint attached hereto as **Exhibit A**, which adds CFS, SOCAL, Inc. as a named defendant, a cause of action under PAGA pursuant to Labor Code Section 2698, *et seq.*, and the amended LWDA letter (which shall also be submitted to the LWDA).

1.17 “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member. The Individual Settlement Payment shall be calculated pursuant to Paragraph 3.15 herein.

1.18 “Labor and Workforce Development Agency Payment” means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The Parties have agreed that Fifty Thousand Dollars (\$50,000) of the Total Settlement Amount will be allocated to the resolution of Class Members’ claims arising under PAGA as the PAGA Award. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Award will be paid to the LWDA, and Twenty-Five Percent (25%) of the PAGA Award will be included in the Net Settlement Amount to be paid to Class Members.

1.19 “Net Settlement Amount” means the Total Settlement Amount, less the maximum amount of the approved PAGA Award, the Service Award, Class Counsel Fees Award, Class Counsel Costs Award, and Settlement Administration Costs, and the Employer’s Taxes.

1 1.20 “Notice of Objection” means a written request by the Class Member to object to this
2 Settlement, which must be completed and mailed in the manner set forth in this Settlement Agreement
3 and the Notice of Settlement.

4 1.21 “Notice Packet” means the Notice of Class Action Settlement and Request for
5 Exclusion (substantially in the form attached hereto as **Exhibits B and C**).

6 1.22 “Notice of Settlement” means the Notice of Class Action Settlement (substantially in
7 the form attached hereto as **Exhibit B**).

8 1.23 “PAGA Award” means the portion of the Total Settlement Amount that is allocated to
9 PAGA penalties to be paid to the California LWDA and PAGA Members, pursuant to California Labor
10 Code section 2698 *et seq.*

11 1.24 “ PAGA Members” means the subset of Class Members who were employed from July
12 18, 2018, through Preliminary Approval or the Class Cut-Off Date, whichever comes first.

13 1.25 “PAGA Settlement Period” is from July 18, 2018, through Preliminary Approval or the
14 Class Cut-Off Date, whichever comes first.

15 1.26 “Participating Class Members” means all Class Members who do not timely opt out
16 through a Request for Exclusion.

17 1.27 “Parties” means Plaintiff and Defendants and “Party” shall mean either Plaintiff or
18 Defendants.

19 1.28 “Plaintiff” means LaRhonda Rivera.

20 1.29 “Preliminary Approval” means the Court’s entry of a Preliminary Approval Order
21 preliminarily approving this Settlement.

22 1.30 “Release of Claims” means the Claims that Plaintiff and Class Members are fully
23 releasing under California law in exchange for the consideration provided by this Settlement
24 Agreement, whether arising at law, in contract or in equity, and whether for economic damages, non-
25 economic damages, restitution, injunctive relief, penalties or liquidated damages and which arise from
26 conduct occurring on or before the Response Deadline.

27 1.31 “Released Parties” means CFS NorCal, Inc.; CFS SoCal, Inc.; Choice Foodservices,
28 Inc.; and Choicelunch., and its/their past, present and/or future, direct and/or indirect, parent

1 companies, subsidiaries, affiliates, related entities, divisions, and each of their respective officers,
2 directors, managers, members, heirs, employees, agents, representatives, attorneys, insurers, partners,
3 investors, shareholders, predecessors, successors, and/or assigns.

4 1.32 “Request for Exclusion” means a written request by the Class Member to exclude
5 him/her from this case and Settlement, which must be completed and mailed in the manner set forth
6 in this Settlement Agreement and the Notice of Settlement (substantially in the form attached hereto
7 as **Exhibit C**).

8 1.33 “Response Deadline” means the date forty-five (45) calendar days after the date on
9 which the Settlement Administrator mails Notice Packets to Class Members and the last date on which
10 Class Members may postmark Requests for Exclusion or Notice of Objection to the Settlement.

11 1.34 “Service Award” means the amount that the Court authorizes to be paid to Plaintiff in
12 recognition of Plaintiff’s efforts in assisting with the prosecution of the Action and as consideration
13 for executing this Settlement Agreement and releasing his claims against Defendants, in an amount
14 not to exceed \$7,500.00.

15 1.35 “Settlement” means the disposition of the Action pursuant to this Settlement
16 Agreement.

17 1.36 “Settlement Administration Costs” means the amount to be paid to the Settlement
18 Administrator from the Total Settlement Amount for the administration of the Settlement, which shall
19 not exceed \$15,500.

20 1.37 “Settlement Administrator” means ILYM Group, Inc.

21 1.38 “Settlement Fund Account” means the bank account established pursuant to the terms
22 of this Settlement Agreement from which all monies payable under this Settlement shall be paid, as
23 set forth herein.

24 1.39 “Total Settlement Amount” means Five Hundred Thousand Dollars (\$500,000.00),
25 which is the maximum amount that Defendants are obligated to pay under this Settlement Agreement
26 to settle this Action, which shall include the Class Counsel Fees Award, Class Counsel Costs Award,
27 PAGA Award, Service Award, Settlement Administration Costs, Individual Settlement Payments, and
28 Employer Taxes owed on Individual Settlement Payments.

1.40 “Void Date” means the date by which any checks issued to Participating Class Members shall become void, i.e. on the 181st day after mailing.

1.41 “Work Weeks” means the total number of weeks worked by Class Members during the Class Period. Work Weeks shall be calculated to start from either the Class Member’s beginning of work with Defendants or the start of the Class Period (whichever date is later), and shall end upon the termination of the Class Member’s employment with Defendants or the end of the class period (whichever date is earlier). A leave of absence and seasonal layoffs and unemployment shall not be included in calculating Work Weeks. Work Weeks shall only include two to seven workdays in a week, and anytime less than two days worked in a week shall not be considered a Work Week.

2. RECITALS

2.1 Mediation. On April 30, 2020, the Parties attended mediation with Mark S. Rudy, a well-known and experienced wage and hour class action mediator. Each Party was represented by their respective counsel during the good-faith negotiations facilitated by Mr. Rudy. At that mediation session, the Parties did not agree to a Settlement. However, the parties continued settlement negotiations with Mr. Rudy’s assistance over 10 months following the mediation, and ultimately the Parties were able to reach a settlement for which the terms are encompassed herein.

2.2 Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, as well as the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the Claims asserted in the Action, both generally and in response to Defendants’ defenses thereto, and the difficulties in establishing damages for the Class Members. Plaintiff and Class Counsel have also taken into account Defendants’ agreement to enter into a Settlement that confers substantial relief upon Participating Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Settlement Agreement is a fair, adequate and reasonable Settlement, and is in the best interests of the Class Members.

1 2.3 Defendants' Reasons for Settlement. Defendants have concluded that any further
2 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
3 time, energy and resources of Defendants have been and, unless this Settlement is made, will continue
4 to be devoted to the defense of the Claims asserted by Plaintiff on behalf of Class Members. These
5 resources are needed for the continued viability of Defendants' business, which has been severely
6 impacted by the state-wide shutdowns and limitations placed on businesses by the COVID 19
7 pandemic. Defendants have also taken into account the risks of further litigation in reaching its
8 decision to enter into this Settlement. Despite continuing to contend that Defendants are not liable for
9 any of the Claims set forth by Plaintiff in the Action, Defendants have, nonetheless, agreed to settle in
10 the manner and upon the terms set forth in this Settlement Agreement to put to rest the Claims set forth
11 in the Action. This Settlement Agreement is a compromise of disputed Claims. Nothing contained in
12 this Settlement Agreement and no documents referred to herein and no action taken to carry out this
13 Settlement Agreement may be construed or used as an admission by or against the Class Members or
14 Class Counsel as to the merits or lack thereof of the Claims asserted.

15 2.4 Class Certification. The Parties stipulate and agree to the certification of this Action
16 for purposes of Settlement only. Should the Settlement not become effective as herein provided, class
17 certification shall immediately be set aside (subject to further proceedings on motion of any Party to
18 certify or deny certification thereafter). The Parties' willingness to stipulate to class certification as
19 part of the Settlement shall have no bearing on, and shall not be admissible or considered in connection
20 with, the issue of whether a class should be certified in a non-settlement context in this Action and or
21 in any other lawsuit.

22 2.5 This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement
23 is a fair, adequate and reasonable Settlement of this Action and have arrived at this Settlement after
24 extensive arms-length negotiations, facilitated by an experienced wage and hour class action mediator,
25 taking into account all relevant factors, present and potential.

26 **3. TERMS OF SETTLEMENT AGREEMENT**

27 Whereas the Parties agree as follows:
28

1 3.1 Release as to All Class Members. Upon the complete funding of the Total Settlement
2 Amount, Class Members will provide the Released Parties with the Release of Claims for the period
3 from the beginning of the Class Period to the Response Deadline. Class Members agree not to sue or
4 otherwise make a claim against any of the Released Parties for Claims that were alleged or that could
5 have been alleged based on the facts stated in Plaintiff's Complaint, Amended Complaint, or the
6 LWDA letter, and specifically include the following claims alleged in the Action: (1) violation of
7 California Labor Code sections 510 and 1198, and the applicable IWC Wage Order, for unpaid
8 overtime; (2) violation of California Labor Code sections 226.7 and 512, and the applicable IWC
9 Wage Order, for non-compliant meal periods and the failure to pay meal period premiums; (3)
10 violation of California Labor Code sections 226.7, and the applicable IWC Wage Order, for non-
11 compliant rest periods and the failure to pay rest period premiums; (4) violation of California Labor
12 Code sections 1194, 1197, 1197.1, and the applicable IWC Wage Order, for unpaid minimum wages;
13 (5) violation of California Labor Code sections 201, 202, and 203, for final wages not timely paid; (6)
14 violation of California Labor Code section 204, for the failure to timely pay wages during employment;
15 (7) violation of California Labor Code sections 226, including for non-complaint wage statements; (8)
16 violation of California Labor Code section 1174, for the failure to keep the requisite payroll records;
17 (9) violation of California Labor Code sections 2800 and 2802, for the failure to reimburse business
18 expenses; (10) for violation of California Business and Professions Code sections 17200 et. seq.; and
19 (11) for penalties under the Private Attorney General Act ("PAGA"), California Labor Code section
20 2698 et. seq., for violations of the California Labor Code, including sections 200-204, 226, 226.7, 510,
21 512, 1174, 1194, 1194.2, 1197, 1198, and 2802. ("the Claims") It is the intent of the Parties that the
22 Final Approval Order entered by the Court to finally approve the Settlement shall have *res judicata*
23 effect and be final and binding upon Class Members regarding the Class Members' Release of Claims.

24 3.2 Complete and General Release of All Claims by Plaintiff. In consideration for the
25 promises and payments set forth in this Settlement Agreement, Plaintiff agrees to forever and fully
26 release and discharge the Released Parties from all claims and damages of every kind and nature,
27 known and unknown, which exist or can arise out of Plaintiff's employment and/or the end of his
28 employment with Defendants, through and including the date of his signing of this Settlement

1 Agreement. This release includes a 1542 Waiver. The Parties understand and agree that the word
2 “claims” as used in this Paragraph includes all actions, group actions (including any pending or future
3 collective, class, private attorney general or representative actions for which Plaintiff may otherwise
4 qualify as putative class members or represented parties), complaints, claims, and grievances, whether
5 actual or potential, known or unknown, and specifically but not exclusively all legally waivable claims
6 that could potentially be brought by Plaintiff arising out of Plaintiff’s employment with Defendants or
7 separation therefrom. Plaintiff further acknowledges and agrees that by virtue of the release described
8 in this Paragraph, this Settlement Agreement serves to exclude Plaintiff from participation in any
9 pending or future collective, class, private attorney general, or representative action, this case
10 excepted. Plaintiff further agrees that this release includes, but is not limited to, any rights or claims
11 arising under the California Constitution; the California Labor Code; the California Business &
12 Professions Code; the California Code of Regulations; the Fair Labor Standards Act; California
13 statutory and common law (including contract, employment and tort law); the California Fair
14 Employment and Housing Act; Title VII of the Civil Rights Act of 1964; the Americans with
15 Disabilities Act; federal and state family leave statutes; and any and all other federal, state and local
16 laws, statutes, executive orders, regulations and common law; any claim for any loss, cost, damage,
17 or expense arising out of any dispute over the non-withholding or other tax treatment of any of the
18 proceeds received by Plaintiff as a result of this Settlement Agreement; any and all claims for
19 attorneys’ fees and costs; and any and all claims relating to, or arising from any claims for fraud,
20 misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and
21 securities fraud under any state or federal law.

22 3.3 California Civil Code Section 1542 Waiver. Plaintiff expressly acknowledges that she
23 is familiar with principals of law such as section 1542 of the California civil code, and expressly agrees
24 to waive all rights under Section 1542. Section 1542 provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
27 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
28 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

1 3.4 No Pending or Future Lawsuits by Plaintiff. Plaintiff represents that other than this
2 Action, Plaintiff does not have any pending lawsuits, administrative complaints or charges against
3 Defendants, in any local, state or federal court or administrative agency. Plaintiff further
4 acknowledges that all claims raised therein, if any, shall be fully and finally extinguished by virtue of
5 this Settlement Agreement and by the Final Approval Order approving the Settlement in this Action.
6 Plaintiff further represents that Plaintiff will not bring any action in the future in which Plaintiff seeks
7 to recover any damages from Defendants relating to or arising from Plaintiff's employment or
8 Plaintiff's separation from employment with Defendants, other than an action to enforce Plaintiff's
9 rights under this Settlement Agreement.

10 3.5 Preliminary Approval and Certification. As soon as practicable after execution of this
11 Settlement Agreement, Plaintiff shall submit this Settlement Agreement to the Court for its
12 Preliminary Approval. Defendant shall not oppose Plaintiff's Motion for Preliminary Approval.
13 Plaintiff agrees to provide a draft of her motion for preliminary approval to Defendants prior to filing,
14 which Defendant may review and comment upon. Plaintiff's submission will include this Settlement
15 Agreement, the proposed Notice of Class Action Settlement, attached hereto as **Exhibit B**, the
16 proposed Request for Exclusion, attached hereto as **Exhibit C**, a proposed Preliminary Approval
17 Order, and any motions, memoranda and evidence as may be necessary for the Court to determine that
18 this Settlement Agreement is fair, adequate and reasonable, as required by section 382 of the California
19 Code of Civil Procedure and California Rules of Court, Rule 3.769.

20 3.6 Class Information. No more than fourteen (14) calendar days after entry of the
21 Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the Class
22 Information for purposes of mailing Notice Packets to Class Members.

23 3.7 Notice by First Class U.S. Mail. Upon receipt of the Class Information, the Settlement
24 Administrator will perform a search on the National Change of Address database to update the
25 addresses of Class Members' who are no longer employed with Defendants. Fourteen (14) calendar
26 days after receiving the Class Information from Defendants as provided herein, the Settlement
27 Administrator shall mail the Notice Packet to all Class Members by First Class U.S. Mail. The
28 Settlement Administrator shall exercise its best judgment to determine the current mailing address for

1 each Class Member. The address identified by the Settlement Administrator as the current mailing
2 address shall be presumed to be the best mailing address for each Class Member.

3 3.7.1 Undeliverable Notices. Any Notice Packets returned to the Settlement
4 Administrator as non-deliverable before the Response Deadline shall be re-mailed to the forwarding
5 address affixed thereto within three (3) business days. If no forwarding address is provided, the
6 Settlement Administrator shall, within three (3) business days of the date of the return of the Notice
7 Packet, make reasonable efforts to obtain an updated mailing address and, if an updated address is
8 identified, re-send the Notice Packet to the Class Member. If a Class Member's Notice Packet is
9 returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice
10 Packet shall not be re-mailed. Class Members to whom Notice Packets are re-sent after having been
11 returned as non-deliverable to the Settlement Administrator shall have until the Response Deadline to
12 mail the Request for Exclusion or Notice of Objection. The date of the postmark on the return
13 envelope shall be the exclusive means used to determine whether a Class Member has timely returned
14 his/her Request for Exclusion or Notice of Objection on or before the Response Deadline.

15 3.7.2 Due Process. Compliance with the procedures specified herein shall constitute
16 due and sufficient notice to Class Members of this Settlement and shall satisfy the requirements of due
17 process. Nothing else shall be required of the Parties, Class Counsel or Defense Counsel to provide
18 notice of the proposed Settlement. In the event the procedures in this Settlement Agreement are
19 followed and the intended recipient of a Notice Packet still does not receive the Notice Packet, the
20 intended recipient shall remain a Class Member and will be bound by all terms of the Settlement and
21 any Final Approval Order entered by the Court if the Settlement becomes effective.

22 3.8 Requests for Exclusion. The Notice Packet shall state that Class Members who wish
23 to exclude themselves from the Settlement must submit a written Request for Exclusion to the
24 Settlement Administrator by the Response Deadline. To be valid, the Request for Exclusion: (1) must
25 contain the full name, address, and last four digits of the social security number of the person
26 requesting exclusion; and (2) must be signed by the person requesting exclusion. If the Request for
27 Exclusion does not contain the information listed in (1)-(2) or is not postmarked by the Response
28 Deadline and returned to the Settlement Administrator at the specified address, it will not be deemed

1 a timely and valid Request for Exclusion from this Settlement. The date of the postmark on the return
2 mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion is
3 timely. Any Class Members who submit a timely and valid Request for Exclusion from the Settlement
4 will not be entitled to any recovery under the Settlement for the Class Period and will not be bound by
5 the terms of the Settlement or have any right to object, appeal or comment thereon with respect to the
6 Class Settlement, but shall be bound by the PAGA settlement and shall receive a share of the PAGA
7 Award for the work weeks worked between the beginning of the PAGA period and the Response
8 Deadline. Class Members who fail to submit a timely and valid Request for Exclusion on or before
9 the Response Deadline shall be Class Members bound by all terms of the Settlement and any Final
10 Approval Order entered in this Action. No later than five (5) calendar days after the Response
11 Deadline, the Settlement Administrator shall provide Counsel for Defendant with a complete list of
12 all Class Members who have submitted timely and valid Requests for Exclusion, including their name
13 and social security number. Class Counsel shall be provided with a summary report that includes only
14 the number of Requests for Exclusion received.

15 3.9 Objections. The Notice Packet shall state that Class Members who wish to object to
16 the Settlement must submit a written Notice of Objection to the Settlement Administrator by the
17 Response Deadline. To be valid, the Notice of Objection: (1) must contain the full name, address and
18 last four digits of the social security number of the person seeking to object; and (2) must be signed
19 by the person seeking to object. The Notice of Objection should also state the case name and case
20 number, i.e. *Rivera v. CFS NorCal, Inc.*, Case No. RG19027558, the basis for the objection, and if the
21 Class Member intends to appear at the Final Approval Hearing. If the Notice of Objection does not
22 contain the information listed in (1)-(2) or is not postmarked by the Response Deadline and returned
23 to the Settlement Administrator at the specified address, it will not be deemed a timely and valid Notice
24 of Objection to this Settlement. The date of the postmark on the return mailing envelope shall be the
25 exclusive means used to determine whether a Notice of Objection has been timely submitted. Class
26 Members who fail to submit a timely and valid Notice of Objection shall be deemed to have waived
27 any objections and shall be foreclosed from making any objections (whether by appeal or otherwise)
28 to the Settlement. Class Members who submit a timely and valid Notice of Objection will have a right

1 to appear at the Final Approval Hearing to have their objections heard by the Court.

2 3.10 Injunction Against Duplicative Claims. Upon Preliminary Approval of the Settlement
3 Agreement, all Class Members who do not “opt out” of the Settlement Class shall be enjoined from
4 filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or
5 proceedings in any state or federal court on an individual, representative, collective or class action
6 basis, or with the California Department of Industrial Relations’ Division of Labor Standards
7 Enforcement (“DLSE”) or the United States Department of Labor (“DOL”), or from initiating any
8 other proceedings, regarding any of the Released Claims defined hereinabove. Any related pending
9 actions, claims, complaints, or proceedings in any state or federal court or with the DLSE or DOL,
10 shall be stayed until the Class Members have had an opportunity to decide to participate, object or file
11 a request for exclusion from this Settlement. In addition, Upon Preliminary Approval of the
12 Settlement Agreement, all Class Members (regardless of whether they opt-out) shall be enjoined from
13 filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or
14 proceedings in any state or federal court on an individual, representative, collective or class action
15 basis, or with the California DLSE or the United States DOL, or from initiating any other proceedings,
16 regarding any of the Released Claims defined hereinabove to the extent the such actions, claims,
17 complaints, or proceedings are based on the PAGA claims released via this Settlement.

18 3.11 No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their
19 best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel
20 solicit or otherwise encourage Class Members to submit either a Notice of Objection or a Request for
21 Exclusion or to appeal from the Court’s Final Approval Order. Class Counsel shall not represent any
22 Class Members with respect to any objections or appeals to this Settlement.

23 3.12 Option to Terminate Settlement. If, before the Final Approval Hearing, the number of
24 Class Members who have submitted timely and valid Requests for Exclusion from the Class total ten
25 percent (10%) or more of the Class, Defendants shall have, in its sole discretion, the option to terminate
26 this Settlement. Defendants must exercise this right of rescission, in writing, within ten (10) calendar
27 days after the Settlement Administrator first notifies the Parties that the opt-out total has reached or
28

1 exceeded 10% of the total Class Members. If Defendants rescind the Settlement, Defendants will be
2 responsible for Settlement Administrator Costs incurred at the time of rescission.

3 3.13 Funding and Allocation of Settlement. No more than ten (10) calendar days after the
4 Effective Date, the Settlement Administrator will provide the Parties with an accounting of all
5 anticipated payments and awards from the Settlement Fund Account, including: (1) Individual
6 Settlement Payments to Participating Class Members, including employment taxes thereon, (2) the
7 PAGA Award (if any); (3) the Service Award; (4) Class Counsel Fees Award; (5) Class Counsel Costs
8 Award; (6) Settlement Administration Costs; and (7) Employer Taxes—all as specified in this
9 Settlement Agreement and approved by the Court. Within fifteen (15) calendar days following the
10 Effective Date of the Settlement, Defendants shall fund the Settlement by providing the Total
11 Settlement Amount to the Settlement Administrator. The Settlement Administrator shall deposit the
12 funds in the Settlement Fund Account and will disburse the funds in the manner and at the times set
13 forth in this Settlement Agreement.

14 3.14 Distribution of Individual Settlement Payments. Individual Settlement Payments will
15 be paid from the Net Settlement Amount and mailed by First Class U.S. Mail to Participating Class
16 Members' last known mailing address within thirty (30) calendar days following the Effective Date of
17 the Settlement. Any checks issued to Participating Class Members shall remain valid and negotiable
18 for one hundred and eighty (180) calendar days from the date of their issuance and then shall become
19 void on the 181st day after mailing, i.e. the Void Date. The funds associated with any uncashed checks
20 and void checks will be tendered to Open Heart Kitchen, a non-profit organization that serves free,
21 nutritious meals to underserved populations in Alameda County (website is
22 <https://www.openheartkitchen.org/>).

23 3.15 Calculation of Individual Settlement Payments. Class Members are not eligible to
24 receive any compensation other than an Individual Settlement Payment. All such Participating Class
25 Members will receive Individual Settlement Payments based upon a calculation performed by the
26 Settlement Administrator. Specifically, eligibility for and the amount of the Individual Settlement
27 Payment will be calculated by multiplying the fraction, x/y , by the Net Settlement Amount, where "x"
28 equals one week worked between the beginning of the Class Period and the Response Deadline and

1 “y” equals the total number of weeks worked by the Class between the beginning of the Class Period
2 and the Response Deadline. Then, each Class Member will receive a proportionate amount of the Net
3 Settlement Amount based upon the number of Work Weeks (s)he was employed between the
4 beginning of the Class Period and the Response Deadline. Each Class Member shall be allocated at
5 least one work week. Eligible PAGA Members shall also receive their share of the PAGA Payment as
6 part of their Individual Settlement Payment, regardless of their decision to Opt-Out of the Class Portion
7 of the Settlement. Eligible PAGA Members share of the PAGA Payment shall be calculated by
8 multiplying the fraction x/y by the 25% portion of the PAGA Payment allocated for distribution to the
9 PAGA Members, where “x” equals one week worked from the beginning of the PAGA Period to the
10 Response Deadline and “y” equals the total number of weeks worked by all PAGA Members from the
11 beginning of the PAGA Period to the Response Deadline.

12 3.16 Taxes on Individual Settlement Payments. The Settlement Administrator will be
13 responsible for calculating Employer Taxes and employee-side taxes owed on the wage portion of
14 each Participating Class Member’s Individual Settlement Payment and paying these amounts to the
15 appropriate state and federal agencies, within the timing required by applicable law. The Settlement
16 Administrator shall further make appropriate tax reporting and withholdings in accordance with
17 applicable law and regulations and will issue required state and federal reporting documents.
18 Specifically, each Individual Settlement Payment shall be allocated between taxable and non-taxable
19 consideration as follows: twenty percent (20%) will be allocated to alleged unpaid wages for which
20 IRS Forms W-2 will issue, forty percent (40%) will be allocated to alleged penalties for which an IRS
21 Form 1099 will issue and forty percent (40%) will be allocated to alleged interest for which an IRS
22 Form 1099 will issue. The Settlement Administrator shall make the necessary withholdings from the
23 Individual Settlement Payments and pay any employer share of payroll taxes for the Individual
24 Settlement Payments out of the Net Distribution Amount. The Parties make no representations as to
25 the tax treatment or legal effect of the payments called for hereunder and Class Members are not
26 relying on any statement or representation by the Parties in this regard. Class Members will be solely
27 responsible for the payment of any taxes and penalties assessed on the payments described.
28

1 3.17 PAGA Cause of Action. The Parties agree that Plaintiff shall amend the Complaint to
2 add a PAGA cause of action, the release of which shall be included as part of this Agreement. The
3 Parties agree that \$50,000 of the Total Settlement Amount shall be allocated towards the PAGA cause
4 of action, and under no circumstance shall Defendants be required to pay any additional amount. Class
5 Members who request exclusion from the Class Settlement shall nonetheless be bound by the PAGA
6 release for the PAGA claims and PAGA period and shall receive his or her allocation of the PAGA
7 Award.

8 3.18 Service Award. Defendants agree not to oppose any application by Plaintiff for a
9 Service Award not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), as consideration for
10 her release of claims and for her time and effort in bringing and prosecuting this matter. The Service
11 Award shall be paid to Plaintiff within thirty (30) calendar days following the Effective Date of the
12 Settlement. Plaintiff agrees to provide the Settlement Administrator with an executed IRS Form W-9
13 before the Service Award is issued. The Settlement Administrator shall issue an IRS Form 1099 to
14 Plaintiff for this payment. Plaintiff shall be solely and legally responsible for paying any and all
15 applicable taxes on the Service Award and shall hold Defendants harmless from any claim or liability
16 for taxes, penalties, or interest arising as a result of the Service Award. The Service Award shall be
17 in addition to Plaintiff's Individual Settlement Payment as a Participating Class Member. In the event
18 that the Court awards less than the full amount of the Service Award requested, any amount not
19 approved by the Court shall remain part of the Settlement Fund. Plaintiff shall not have the right to
20 revoke this agreement to the Settlement on the grounds the Court does not approve any or all of the
21 request for a Service Award.

22 3.19 Class Counsel Fees Award and Class Counsel Costs Award. Defendants agree not to
23 oppose any application by Class Counsel for a Class Counsel Fees Award not to exceed 35% or One
24 Hundred and Seventy-Five Thousand Dollars (\$175,000) and a Class Counsel Costs Award up to
25 thirty-five thousand dollars (\$35,000.00) as approved by the Court. Class Counsel shall be paid such
26 Court-approved fees and costs within thirty (30) calendar days following the Effective Date of the
27 Settlement. Class Counsel agree to provide the Settlement Administrator with an executed IRS Form
28 W-9 before the Class Counsel Fees Award and Class Counsel Costs Award are issued. The Settlement

1 Administrator shall issue an IRS Form 1099 to Class Counsel for this payment. This Settlement is not
2 contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs.
3 In the event that the Court awards less than the full amount of the Class Counsel Fees Award and Class
4 Counsel Costs Award requested, any amount not approved by the Court will remain part of the
5 Settlement Fund.

6 3.20 Settlement Administration Costs. The Settlement Administrator shall be paid for
7 Settlement Administration Costs not to exceed \$15,500 from the Total Settlement Amount. The
8 Settlement Administrator shall provide the Parties with a statement detailing these Settlement
9 Administration Costs no later than ten (10) calendar days after the Response Deadline. The Parties
10 agree to cooperate in the Settlement Administration process and to make all reasonable efforts to
11 control and minimize the cost and expenses incurred in administration of the Settlement. The Parties
12 each represent they do not have any financial interest in the Settlement Administrator or otherwise
13 have a relationship with the Settlement Administrator that could create a conflict of interest. The
14 Settlement Administrator shall be responsible for: establishing a Post Office Box for receipt of Class
15 Member communications, printing and mailing the Notice Packets to Class Members as directed by
16 the Court; receiving and reporting Requests for Exclusion and Notices of Objection submitted by Class
17 Members; processing and mailing payments to Participating Class Members, the California LWDA if
18 applicable, Plaintiff, Class Counsel, providing declaration(s) as necessary in support of Preliminary
19 and/or Final Approval of this Settlement; and other tasks as the Parties mutually agree or the Court
20 orders the Settlement Administrator to perform and as set forth in this Settlement Agreement. The
21 Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement
22 Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax
23 documents required by administration of this Settlement Agreement shall be prepared by the
24 Settlement Administrator. Any expenses incurred in connection with such preparation shall be a cost
25 of administration of the Settlement. The Settlement Administrator shall be paid the Settlement
26 Administration Costs within thirty (30) calendar days following the Effective Date of the Settlement.
27 In the event that the Court awards less than the full amount of the Settlement Administration Costs
28 requested, any amount not approved by the Court shall remain part of the Net Settlement Fund.

1 3.21 Entry of Final Approval Order & Judgment. If the Court approves this Settlement at
2 the Final Approval Hearing, the Parties shall request that the Court enter the Final Approval Order in
3 accordance with California Rules of Court, Rule 3.769(h). Pursuant to California Rule of Court
4 3.769(h), after granting final approval of the Settlement, the Court shall retain jurisdiction over the
5 Parties to enforce and implement the terms of the judgment.

6 3.22 No Effect on Employee Benefits. Amounts paid to Plaintiff or other Participating Class
7 Members pursuant to this Settlement Agreement will not count as earnings or compensation for
8 purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant.

9 3.23 Nullification of Settlement Agreement. In the event: (1) the Court does not grant or
10 otherwise enter the Preliminary Approval Order as specified herein; (2) the Court does not grant or
11 otherwise enter the Final Approval Order as provided herein; or (3) the Settlement does not become
12 effective for any other reason, this Settlement Agreement shall be null and void and any order or
13 judgment entered by the Court in furtherance of this Settlement shall be treated as void from the
14 beginning. In such case, any funds to be awarded under this Settlement shall be returned to their
15 respective statuses as of the date and time immediately prior to the execution of this Settlement
16 Agreement and the Parties shall proceed in all respects as if this Settlement Agreement had not been
17 executed, except that any fees already incurred by the Settlement Administrator shall be paid by the
18 Parties in equal shares. In the event an appeal is filed from the Court's Final Approval Order, or any
19 other appellate review is sought, administration of the Settlement shall be stayed pending final
20 resolution of the appeal or other appellate review.

21 3.24 Non-Admission. Nothing in this Stipulation shall be construed as or deemed to be an
22 admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party,
23 or any other person, and the Parties specifically disclaim any liability, culpability, negligence, or
24 wrongdoing toward the each other or any other person. Each of the Parties has entered into this
25 Stipulation with the intention to avoid further disputes and litigation with the attendant inconvenience,
26 expenses, and contingencies. Nothing herein shall constitute any admission by Defendants of
27 wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall
28 constitute any admission by Defendants regarding the merits of the Claims in this Action, including

1 but not limited to claims for unpaid wages under California and/or federal law. Nothing herein shall
2 constitute an admission by Defendants that the Action was properly brought as a class or representative
3 action other than for settlement purposes. To the contrary, Defendants have denied and continue to
4 deny each and every material factual allegation and all Claims. To this end, the Class Settlement of
5 the Action, the negotiation and execution of this Stipulation, and all acts performed or documents
6 executed pursuant to or in furtherance of this Stipulation or the Class Settlement are not, shall not be
7 deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the
8 part of Defendants or of the truth of any of the factual allegations in the Complaint in the Action; and
9 are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or
10 omission on the part of Defendants in any civil, criminal or administrative proceeding in any court,
11 administrative agency or other tribunal.

12 3.25 Exhibits and Headings. The terms of this Settlement Agreement include the terms set
13 forth in the attached Exhibits, which are incorporated by this reference as though fully set forth herein.
14 Any Exhibits to this Settlement Agreement are an integral part of the Settlement. The descriptive
15 headings of any paragraphs or sections of this Settlement Agreement are inserted for convenience of
16 reference only and do not constitute a part of this Settlement Agreement.

17 3.26 Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
18 except such proceedings necessary to implement and complete the Settlement, in abeyance pending
19 the Final Approval Hearing to be conducted by the Court.

20 3.27 Amendment or Modification. This Settlement Agreement may be amended or
21 modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

22 3.28 Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
23 the entire agreement among these Parties, and no oral or written representations, warranties or
24 inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other
25 than the representations, warranties and covenants contained and memorialized in the Settlement
26 Agreement and its Exhibits.

27 3.29 Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant they
28 are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement

1 and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this
2 Settlement Agreement to effectuate its terms, including to execute any other documents or to take any
3 other actions reasonably required to effectuate the terms of this Settlement Agreement. The Parties
4 and their counsel will cooperate with each other and use their best efforts to affect the implementation
5 of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any
6 document needed to implement the Settlement or on any supplemental provisions that may become
7 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
8 to resolve such disagreement. The persons signing this Settlement Agreement on behalf of Defendants
9 represent and warrant that they are authorized to sign this Settlement Agreement on behalf of
10 Defendants. Plaintiff represents and warrants that he is authorized to sign this Settlement Agreement
11 and that he has not assigned any Claim, or part of any Claim, covered by this Settlement to a third-
12 party.

13 3.30 Binding on Successors and Assigns. This Settlement Agreement shall be binding upon,
14 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

15 3.31 California Law Governs. All terms of this Settlement Agreement and the Exhibits
16 hereto shall be governed by and interpreted according to the laws of the State of California.

17 3.32 Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the
18 Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation
19 and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
20 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court
21 for purposes of interpreting, implementing and enforcing the Settlement embodied in this Settlement
22 Agreement and all orders and judgments entered in connection therewith.

23 3.33 Invalidity of Any Provision. Before declaring any provision of this Settlement
24 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
25 possible consistent with applicable precedents so as to define all provisions of this Settlement
26 Agreement valid and enforceable.

27 3.34 Publicity. Plaintiff and Class Counsel agree that they will not issue any press releases,
28 initiate any contact with the press, respond to any inquiry from the press about this case, or otherwise

publicize this case, the facts of this case, or the outcome of the mediation or Settlement. This provision shall not prevent Class Counsel from referring to this Settlement in court-filed “adequacy of counsel” showings in other class and representative actions.

3.35 Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement Agreement shall be transmitted to Class Counsel and Defense Counsel addressed as follows:

To Plaintiff’s Counsel:	To Defendants’ Counsel:
Edwin Aiwazian Arby Aiwazian LAWYERS FOR JUSTICE, PC 410 West Arden Ave., Suite 203 Glendale, CA 91203 HEATHER DAVIS PROTECTION LAW GROUP LLP 237 California Street El Segundo, California 90245	Gregory G. Iskander Richard L. Gillespie LITTLER MENDELSON, P.C. 1255 Treat Boulevard, Suite 600 Walnut Creek, CA 94597

3.36 Execution by Class Members. It is agreed that it is impractical to have each Class Member execute this Settlement Agreement. The Notice will advise all Class Members who do not return a timely and valid Request for Exclusion of the binding nature of this Settlement Agreement and its Release of Claims, which release shall have the same force and effect as if each Class Member executed this Settlement Agreement.

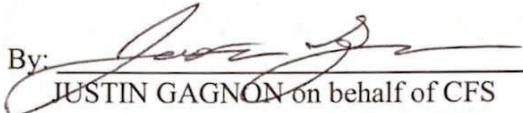
3.37 Execution by Plaintiff. Plaintiff, by signing this Settlement Agreement, is bound by the terms herein and further agrees not to submit a Request for Exclusion from the Settlement or Notice of Objection to this Settlement. Any such Request for Exclusion or Notice of Objection shall therefore be void and of no force or effect.

3.38 Arm’s Length Negotiation. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Settlement Agreement.

1 3.39 Counterparts. This Settlement Agreement shall become effective upon its execution
2 by all of the undersigned. Plaintiff, Class Counsel, Defendants, and Defense Counsel may execute
3 this Settlement Agreement in counterparts and execution of counterparts shall have the same force and
4 effect as if each had signed the same instrument. Copies of the executed Settlement Agreement shall
5 be effective for all purposes as though the signatures contained therein were original signatures.

6 **AGREED AND ACCEPTED BY:**

7
8 DATED: 9/10/21

By: 
JUSTIN GAGNON on behalf of CFS
NORCAL, INC.; CFS SOCAL, INC.; and
CHOICE FOODSERVICES, INC., dba
CHOICELUNCH

12
13 DATED: _____

By: _____
LARHONDA RIVERA
PLAINTIFF

14
15 **APPROVED AS TO FORM:**

16 DATED: _____

GREGORY G. ISKANDER
RICHARD L. GILLESPIE
LITTLER MENDELSON, P.C.
Attorneys for Defendants
CFS NORCAL, INC.; CFS SOCAL, INC.; and
CHOICE FOODSERVICES, INC., dba
CHOICELUNCH

21
22 DATED: _____

EDWIN AIWAZIAN
LAWYERS FOR JUSTICE, PC
Attorneys for Plaintiff

24
25 DATED: _____

HEATHER DAVIS
PROTECTION LAW GROUP, LLP
Attorneys for Plaintiff

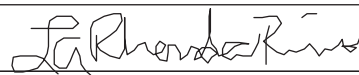
3.39 Counterparts. This Settlement Agreement shall become effective upon its execution by all of the undersigned. Plaintiff, Class Counsel, Defendants, and Defense Counsel may execute this Settlement Agreement in counterparts and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement Agreement shall be effective for all purposes as though the signatures contained therein were original signatures.

AGREED AND ACCEPTED BY:

DATED: _____

By: _____
JUSTIN GAGNON on behalf of CFS
NORCAL, INC.; CFS SOCAL, INC.; and
CHOICE FOODSERVICES, INC., dba
CHOICELUNCH

DATED: 09/01/2021

By:  _____
LARHONDA RIVERA
PLAINTIFF

APPROVED AS TO FORM:

DATED: _____

GREGORY G. ISKANDER
RICHARD L. GILLESPIE
LITTLER MENDELSON, P.C.
Attorneys for Defendants
CFS NORCAL, INC.; CFS SOCAL, INC.; and
CHOICE FOODSERVICES, INC., dba
CHOICELUNCH

DATED: 09/01/2021


EDWIN AIWAZIAN
LAWYERS FOR JUSTICE, PC
Attorneys for Plaintiff

DATED: 9/7/2021


HEATHER DAVIS
PROTECTION LAW GROUP, LLP
Attorneys for Plaintiff

3.39 Counterparts. This Settlement Agreement shall become effective upon its execution by all of the undersigned. Plaintiff, Class Counsel, Defendants, and Defense Counsel may execute this Settlement Agreement in counterparts and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement Agreement shall be effective for all purposes as though the signatures contained therein were original signatures.

AGREED AND ACCEPTED BY:

DATED: _____

By: _____
JUSTIN GAGNON on behalf of CFS
NORCAL, INC.; CFS SOCAL, INC.; and
CHOICE FOODSERVICES, INC., *dba*
CHOICELUNCH

DATED: _____

By: _____
LARHONDA RIVERA
PLAINTIFF

APPROVED AS TO FORM:

DATED: September 10, 2021



GREGORY G. ISKANDER
RICHARD L. GILLESPIE
LITTLER MENDELSON, P.C.
Attorneys for Defendants
CFS NORCAL, INC.; CFS SOCAL, INC.; and
CHOICE FOODSERVICES, INC., *dba*
CHOICELUNCH

DATED: _____

EDWIN AIWAZIAN
LAWYERS FOR JUSTICE, PC
Attorneys for Plaintiff

DATED: _____

HEATHER DAVIS
PROTECTION LAW GROUP, LLP
Attorneys for Plaintiff