

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Neil M. Larsen (SBN 276490)
nlarsen@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROCIO NAVARRO and JOSE LUIS PEREZ
ESQUEDA, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

MANNING'S BEEF, LLC, a California limited
liability company; and DOES 1 through 100,

Defendants.

Case No. BC707884

*[Assigned for all purposes to
Hon. Kenneth R. Freeman; Dept. SSC-14]*

**SUPPLEMENTAL DECLARATION OF
SEAN M. BLAKELY IN SUPPORT OF
PLAINTIFFS' SUPPLEMENTAL BRIEF**

Date: December 13, 2022

Time: 10:00 a.m.

Dept.: SSC-14

Action Filed: May 29, 2018

Trial Date: None Set

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner of Haines Law Group, APC, and counsel for the named Plaintiffs
3 Rocio Navarro and Jose Luis Perez Esqueda (“Plaintiffs”) and the proposed Settlement Class in
4 the above-captioned matter. I am a member in good standing of the bar of the State of California
5 and am admitted to practice in this Court. I have personal knowledge of the facts stated in this
6 declaration and could testify competently to them if called upon to do so.

7 2. This supplemental declaration is submitted in support of Plaintiffs’ Supplemental
8 Brief in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

9 3. Prior to reaching the proposed Settlement and in connection with the two
10 mediation sessions in this matter, Manning’s Beef produced a sampling of timekeeping and
11 payroll data (“Class Data”), which consisted of Class Data for all Settlement Class members
12 during randomly selected quarters during the Class Period. The Class Data produced by
13 Manning’s Beef was an approximate 20% sampling for the Class Period. The timekeeping and
14 payroll data produced for mediation was generated from uniform electronic timekeeping and
15 payroll systems, which allowed Plaintiffs to extrapolate their findings with confidence. In
16 addition, prior to reaching the proposed Settlement and in connection with the two mediation
17 sessions in this matter, Manning’s Beef produced to Plaintiffs all relevant wage and hour policies
18 and other information, which allowed Plaintiffs to assess the merits and value of the claims
19 alleged, the chances of class certification, and Manning’s Beef’s potential defenses.

20 4. Contemporaneous with the filing of this Supplemental Brief, Manning’s Beef is
21 filing a Motion to Seal and lodging with the Court the financial records that were relied upon
22 when the Parties negotiated the Settlement.

23 5. Plaintiffs have consented to a written fee-split agreement between Haines Law
24 Group, APC (“HLG”) and the referring attorneys, Moon & Yang, APC (“MY”). Pursuant to the
25 fee-split agreement, HLG will receive 75% of the attorneys’ fees and MY will receive 25% of the
26 attorneys’ fees.

27 6. Attached hereto as **Exhibit 1** is a true and correct copy of the Parties’ amended
28 Stipulation of Settlement (“Settlement Agreement”) in this matter, redlined against the original

1 Settlement Agreement.

2 7. Attached hereto as **Exhibit 2** is a true and correct copy of the amended Class
3 Notice, redlined against the original Class Notice.

4 8. Attached hereto as **Exhibit 3** is a true and correct copy of the Parties' fully-
5 executed Amended Settlement Agreement.

6 9. Attached hereto as **Exhibit 4** is a true and correct copy of the finalized amended
7 Class Notice.

8 10. Attached hereto as **Exhibit 5** is a true and correct copy of former Plaintiff Santiago
9 Garcia's June 5, 2018 LWDA Letter.

10 11. Attached hereto as **Exhibit 6** is a true and correct copy of Plaintiff Navarro's
11 August 17, 2021 LWDA Letter.

12 I declare under penalty of perjury under the laws of the State of California and the United
13 States that the foregoing is true and correct. Executed on November 15, 2022, at El Segundo,
14 California.

15 

16 Sean M. Blakely
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiffs Rocio Navarro and Jose Luis Perez Esqueda (“Plaintiffs”), individually and on behalf of all members of the Settlement Class, defined below, and Defendant Manning’s Beef, LLC, (“Defendant” or “Manning’s Beef”). Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Neil M. Larsen of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Amber S. Healy and Neil M. Katsuyama of Atkinson, Andelson, Loya, Ruud & Romo.

Plaintiffs filed a Class Action Complaint (“Complaint”) against Manning’s Beef on May 29, 2018, in Los Angeles Superior Court (“Court”), Case No. BC707884. Plaintiffs filed his First Amended Complaint (“FAC”) on August 13, 2018. The FAC alleges the following causes of action against Manning’s Beef: (1) meal period violations; (2) rest period violations; (3) failure to pay all overtime wages; (4) minimum wage violations ; (5) wage statement violations; (6) waiting time penalties; (7) unfair competition; and (8) civil penalties under the Private Attorneys General Act of 2004 (“PAGA”). The Parties have stipulated for leave to file the Second Amended Complaint (“SAC”), which will add Ms. Navarro and Mr. Esqueda as the named Plaintiffs and Class Representatives. The SAC shall be referred to hereinafter as the “Lawsuit.”

Given the risks and uncertainties of litigation, the Parties have agreed to settle this Lawsuit on the terms set forth herein and subject to the approval of the Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in the Lawsuit.

1. Certification of Settlement Class. The Parties request the Court certify a Settlement Class as follows for the purposes of this Settlement:

All current and former non-exempt employees who have worked for Manning’s Beef in California during the time period of May 29, 2014, through April 1, 2020 (the “Class Period”).

If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this Settlement Agreement will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. Releases.

A. Releases by Settlement Class members. As of the date the Gross Settlement Amount is fully funded and as of Final Effective Date (as defined below), in exchange for the consideration set forth in this Settlement Agreement, each Settlement Class member who does not validly opt-out, on behalf of themselves, and on behalf of all those who claim by and through them, or in their stead, including, but not limited to agents, attorneys, representatives, predecessors,

successors and assigns, will forever release, acquit, and discharge, and covenant not to sue, Defendant, including its past and present divisions, d/b/a's, parents, subsidiaries, predecessors, successors, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies (collectively the "Released Parties" and each a "Released Party" or "Releasee") from liability for all claims, liens, demands, damages, penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys' fees and costs, interest, controversies, liabilities or causes of action arising under state, federal, administrative order, state or local law, and legal theories of relief alleged or otherwise raised in the Lawsuit, or that have been asserted in the Lawsuit, or which could have been asserted in the Lawsuit based on the same facts and circumstances as alleged in the Lawsuit, including: (i) meal period violations; (ii) rest period violations; (iii) failure to pay all overtime wages; (iv) minimum wage violations; (v) wage statement violations; (vi) waiting time penalties; and (vii) claims under Business and Professions Code § 17200 ("Class Member Released Claims")~~; and (viii) penalties under the Labor Code Private Attorneys General Act of 2004 that were or could have been alleged based on the facts, claims, causes of action or legal theories described above or on any of the claims, causes of action or legal theories of relief pleaded in the Lawsuit, during the Class Period (collectively, the "Released Claims").~~ For members of the Settlement Class who do not validly opt out, the release period shall run for the duration of the Class Period.

B. **Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time from June 5, 2017 through April 1, 2020 (the "PAGA Period") are "Aggrieved Employees" and shall release Defendant from all claims for civil penalties under PAGA that were or could have been alleged based on the facts, claims, causes of action or legal theories described in Paragraph 2.A., Plaintiff's June 5, 2018 Notification Letter to the Labor and Workforce Development Agency ("LWDA"), or on any of the claims, causes of action or legal theories of relief pleaded in the Lawsuit, during the PAGA Period (collectively, the "Released Claims" arising during the PAGA Period ~~as disclosed in Plaintiff's June 5, 2018 Notification Letter to the Labor and Workforce Development Agency ("LWDA")~~ ("the PAGA Released Claims").

B.C. **Representative Plaintiffs' General Release.** As of the Final Effective Date, Plaintiffs will, for themselves, and for their heirs, successors, predecessors, attorneys, agents, representatives and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, penalties, liquidated damages, and attorneys' fees and costs actually incurred) of any nature whatsoever, from the beginning of time through the date of his signature on this Settlement Agreement, known or unknown, suspected or unsuspected, including

but not limited to all claims arising out of, based upon, or relating to his employment with Defendant or the remuneration for such employment. Without limiting the generality of the foregoing, Plaintiffs expressly release all claims which were or could have been raised in the Lawsuit and all claims or rights arising out of alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith or fair dealing (express or implied); any tort, including negligence, fraud, misrepresentation under California Labor Code 970, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any “retaliation” claims; any claims relating to any breach of public policy; any legal restrictions on Defendant’s right to discharge employees or refuse to hire applicants; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination); (4) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (5) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (6) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (7) California Fair Employment and Housing Act, Cal. Gov’t Code § 12900 *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age, including retaliation for reporting discrimination or harassment); (8) California Family Rights Act, Cal. Gov’t Code § 12945.1 *et seq.* (family/medical leave); (9) California Labor Code or any Industrial Welfare Commission Wage Order; (10) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (12) Executive Order 11141 (age discrimination); and (11) Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits) (collectively, “Plaintiffs’ Released Claims”). Notwithstanding the foregoing, Plaintiffs are not waiving any rights they have or may have to: (i) benefits or rights to benefits under any of Defendant’s benefit plans that are otherwise applicable to Plaintiffs (if any), however, the receipt of funds under the Settlement shall not entitle Plaintiffs to any additional compensation or benefits of any kind under any of Defendant’s compensation or benefits plans, nor will it entitle Plaintiffs to any increased retirement or 401k plan benefits of any kind; (ii) benefits or rights to seek benefits under applicable workers’ compensation, or unemployment insurance or indemnification statutes; (iii) claims which by law cannot be waived by signing this Settlement Agreement nor by law in any event; (iv) enforce this Settlement Agreement; or (v) challenge the validity of this Settlement Agreement.

- C. **Plaintiffs’ Waiver of Section 1542 With Respect to Plaintiffs’ Released Claims.** Plaintiffs agree there is a risk that each and every injury they may have allegedly or actually suffered by reason of the Released Parties’ relationship with them might not now be known, and there is further risk that said injuries, whether known or unknown at the date of this Settlement Agreement, might possibly

become progressively worse, and that as a result thereof further damages may be sustained by him. Nevertheless, Plaintiffs desire to forever and fully release and discharge the Released Parties of all of Plaintiffs' Released Claims, and understand that as of the Final Effective Date, by the execution of this Settlement Agreement no further claims for any of the Plaintiffs' Released Claims that existed at the time of the execution of this Settlement Agreement may ever be asserted by him. As of the Final Effective Date, Plaintiffs expressly waive and relinquish all rights and benefits afforded by section 1542 of the Civil Code of the State of California with respect to the Released Claims, and do so understanding and acknowledging the significance of such specific waiver of section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

Thus, subject to and in accordance with this Settlement Agreement, even if Plaintiffs may hereafter discover facts in addition to or different from those they now know or believe to be true, Plaintiffs shall be deemed to have fully, finally, and forever settled and released any and all of Plaintiffs' Released Claims against the Released Parties, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including without limitation, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

- D. **Class Counsel's Release of Defendant.** As of the Final Effective Date (as defined below), and upon receipt by Class Counsel of the amounts approved by the Court for Class Counsel's fees and expenses, and except as otherwise provided by this Settlement Agreement, Class Counsel will waive any claim to costs or attorneys' fees or other expenses against Defendant and the Released Parties arising from or related to the Lawsuit, including but not limited to claims based on the California Labor Code, the California Code of Civil Procedure, and any other statute, law, or other legal or equitable authority or theory.

3. Settlement Payment. In exchange for the releases set forth in this Settlement Agreement, Defendant agrees to pay Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) (the "Gross Settlement Amount") in full and complete settlement of this matter, as follows:

- A. Defendant will fund the Gross Settlement Amount in monthly payments starting June 21, 2022. The monthly installment payments shall be \$12,500 for twenty-four consecutive months. Each monthly installment payment shall be due on the 21st of the month. If any payment is more than 15 calendar days past due, Plaintiffs shall have the option to demand immediate payment of the full

outstanding balance. The payments shall be made to the Qualified Settlement Fund (“QSF”) established by the Settlement Administrator.

- B. The term “Final” and “Final Effective Date” means: (i) that the Settlement Agreement has received Final Approval by the Court and there were no timely objections or intervenor requests filed, or that any timely objections and/or interveners have been withdrawn then the date the Court’s order of Final Approval; or, (ii) in the event that one or more timely objections or interventions has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector or intervenor to seek appellate review of the Court’s order of Final Approval, without a timely appeal having been filed; or, (iii) in the event that a timely appeal of the Court’s order of Final Approval has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court’s Final Approval without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant. In the event that the Settlement Agreement is not granted Final Approval, or does not become Final, any funds deposited into the QSF by Defendant shall be returned within fifteen (15) days of a Court Order or other decision denying final approval of the Settlement Agreement.
- C. Prior to mediation, Defendant represented there were approximately 215 employees during the Class Period. If the actual number of employees during the Class Period is more than Ten Percent (10%) greater than 215 employees, the Gross Settlement Amount will be increased by the percentage difference between the 10% increase and the actual number of employees (i.e., if the number of employees increase by 11%, Defendant shall increase the Gross Settlement Amount by 1%).
- D. This is not a “claims made” settlement. This is an all-in, common fund, non-reversionary settlement. The Gross Settlement Amount includes:
 - (1) All payments to the Settlement Class and their share of payroll tax withholdings;
 - (2) All fees and expenses of the settlement administrator associated with the administration of the settlement, which are anticipated to be no greater than Fifteen Thousand Dollars and Zero Cents (\$15,000.00);
 - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) to each Plaintiff for the Plaintiffs’ Enhancement Award, subject to Court approval, in recognition of Plaintiffs’ general release of claims including a Civil Code section 1542 waiver, contributions to the Lawsuit, creating the Gross Settlement Amount, and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Enhancement Award, the Settlement Agreement remains in full force and effect, Plaintiffs shall not have the right to revoke the settlement for that reason, it shall remain binding, and any

unapproved amount shall be reallocated among the Class Members who did not opt-out of the Settlement;

- (4) Up to one-third of the Gross Settlement Amount in attorneys' fees, which is currently estimated to be One Hundred Thousand Dollars (\$100,000.00), plus up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) in verified costs and expenses related to the Lawsuit, including all such fees and costs incurred in documenting the Settlement, securing Court approval of the Settlement, and administering the Settlement, as supported by declaration. In the event that the Court reduces or does not approve Class Counsel's requested fees and costs, the Settlement Agreement remains in full force and effect, Plaintiffs shall not have the right to revoke the settlement for that reason, it shall remain binding, and any unapproved amount shall revert to the Net Settlement Fund (although Plaintiffs shall retain the right to appeal any reduction in attorneys' fees or costs awarded); and
- (5) Fifteen Thousand Dollars and Zero Cents (\$15,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Eleven Thousand Two Hundred and Fifty Dollars and Zero Cents (\$11,250.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Three Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$3,750.00), will be paid to certain Settlement Class members as the "PAGA Amount" as described below.

Defendant's required FICA, FUTA, and other payroll tax payments resulting from payment of the settlement payments to Settlement Class members shall be paid separate and apart from the Gross Settlement Amount.

- E. **Confidential.** This settlement shall remain confidential until the Motion for Preliminary Approval is filed with the Court.

4. **Settlement Payment Procedures.** Settlement Class members are not required to submit a claim form to receive their individual settlement payment ("Individual Settlement Shares"). Individual Settlement Shares will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for the Settlement Administrator's fees and expenses, Plaintiffs' Enhancement Award, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the amount set aside as PAGA penalties. The remaining amount shall be known as the "Net Settlement Fund."
- B. From the Net Settlement Fund, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Share based on the following formula:

- i. Settlement Class members: Eighty Percent (80%) of the Net Settlement Fund shall be allocated to Settlement Class members as follows: each Settlement Class member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, which shall be determined by multiplying the Net Settlement Fund by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all participating Settlement Class members during the Class Period.
- ii. Wage Statement Amount: Ten Percent (10%) of the Net Settlement Fund shall be designated as the "Wage Statement Amount." Each Settlement Class member shall receive a portion of the Wage Statement Amount proportionate to the number of pay periods worked during the time period May 29, 2017 through April 1, 2020, which shall be determined by multiplying 10% of the Net Settlement Fund by a fraction, the numerator of which is the Settlement Class member's gross number of pay periods worked during this period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members during this period.
- iii. Waiting Time Amount: Ten Percent (10%) of the Net Settlement Fund shall be designated as the "Waiting Time Amount." Each Settlement Class member who separated their employment from Manning's Beef at any time from May 29, 2015 April 1, 2020 shall receive an equal share of the Waiting Time Amount. The total amount designated as "Waiting Time Amount" shall be divided equally among each participating Settlement Class member who separated their employment from Manning's Beef during this period.
- iv. PAGA Amount: In addition to the Net Settlement Fund, Three-Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$3,750.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as mentioned above. Each Settlement Class member who was employed by Defendant at any time from May 29, 2017 through April 1, 2020 ("PAGA Settlement Members") shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during this period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member's number of pay periods worked during this time period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members during this time period.
- v. For purposes of calculations of each Settlement Class members' Individual Settlement Share, in order for a week to count as a week worked for a particular Settlement Class member, Defendant's payroll

records must show that that Settlement Class member worked at least one day during that week.

~~C.~~ **C.—Calculation of Settlement Awards.** Within twenty-one (21) days after the Gross Settlement Amount has been fully funded with the Settlement Administrator by Manning's Beef, the Settlement Administrator will calculate Individual Settlement Share amounts and will prepare and mail settlement payments to Settlement Class members.

D. Payment of Settlement Class Members' Individual Settlement Shares, Attorneys' Fees and Costs, Plaintiffs' Enhancement Awards, PAGA Payment to LWDA, and Administrator Costs. Within five (5) Court days of: (i) the Final Effective Date occurring and (ii) Defendant's full deposit of the Gross Settlement Amount and employer-side taxes, and after approval by counsel of the Settlement Award calculations, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel. The Settlement Administrator shall ~~also simultaneously pay~~ the amounts approved by the Court for Class Counsel's attorneys' fees and costs, Plaintiffs' Class Representative Enhancement Awards, and PAGA payment to the LWDA ~~at the same time~~ after it mails Settlement Awards to Settlement Class members.

~~E.D.~~ **E.** For tax purposes, each Settlement Class members' Individual Settlement Share shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment from the Net Settlement Amount shall be allocated as ~~For purposes of calculating applicable taxes and withholdings for the Settlement Class members, Twenty percent (20%) of each Individual Settlement Share shall be designated as~~ wages subject to W-2 reporting and normal payroll withholdings; ~~Forty percent (40%) of each Individual Settlement Share shall be designated as penalties; and the remaining forty percent (40%) of each Individual Settlement Share shall be designated as interest and subject to IRS Form 1099 reporting with no withholdings.~~ Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. ~~Defendant shall have no responsibility for the tax treatment of the non-wage components of the settlement payments.~~

~~F.F.~~ **F.** Settlement payment checks issued to Settlement Class members that remain uncashed one hundred eighty (180) calendar days after such checks are mailed by the Settlement Administrator ("Check Expiration Date") shall become void, and the funds associated with such voided checks, plus any accrued interest that has

not otherwise been distributed (together, “Unused Funds”), shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.*, for the benefit of those Settlement Class members who did not cash their checks until such time that they claim their property. The Settling Parties agree that this disposition results in no “unpaid cash residue,” or “unclaimed or abandoned funds” under California Civil Procedure Code section 384, as amended effective January 1, 2019, as the entire Net Settlement Fund will be paid out to the Settlement Class members, whether or not they all cash their payment checks. Therefore, Manning’s Beef will not be required to pay any interest on said amount.

GF. The receipt of funds under the Settlement shall not entitle any Settlement Class member to additional compensation or benefits of any kind under any of Manning’s Beef compensation or benefits plans, nor will it entitle any Settlement Class member to any increased retirement or 401k plan benefits of any kind.

HG. Neither Plaintiffs nor Manning’s Beef shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Class Counsel’s Attorneys’ Fees and Litigation Costs.** Manning’s Beef will not object to a request for a total award of attorneys’ fees to Class Counsel of up to one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Thousand Dollars and Zero Cents (\$100,000.00), plus up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel’s application for attorneys’ fees and costs is to be considered separately from the Court’s consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Lawsuit. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court.

6. **Plaintiffs’ Enhancement Award.** Manning’s Beef will not object to a request for a Class Representative Enhancement Award to each Plaintiff in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00), totaling Ten Thousand Dollars and Zero Cents (\$10,000.00), in exchange for their general release of claims and waiver of Civil Code section 1542 with respect to the Released Claims, their time and risk in prosecuting this case, and their service to the Settlement Class. This payment will be in addition to Plaintiffs’ Individual Settlement Share as Settlement Class members and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Awards to the Plaintiffs are for their service in connection with this Lawsuit and are not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement Awards and shall report it on an IRS Form 1099, which shall be provided to Plaintiffs and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement Award

does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Award constitutes wages for income tax and withholding purposes. Plaintiffs agree to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendant from the Enhancement Award paid under this Settlement Agreement. In addition, Plaintiffs shall hold Defendant, Released Parties and Class Counsel harmless and indemnify Defendant, Released Parties and Class Counsel for all taxes, interest, penalties, other payments and costs, incurred by Defendant by reason of any claims relating to the non-withholding of taxes from the Enhancement Award.

7. **Settlement Administrator.** The Parties have agreed to utilize Phoenix Class Action Administration as the third-party Settlement Administrator and will seek Court approval to pay up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) from the Gross Settlement Amount for its services. The Settlement Administrator shall be responsible for sending all required notices, calculating the Net Settlement Fund, calculating each Class Member's Individual Settlement Share amount, preparing all checks and mailings and disbursing all Unused Funds as set forth in Section 4(D). The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after checks have been mailed to all Settlement Class members.

8. Within a reasonable time after execution of the Settlement Agreement, Plaintiffs shall submit the Motion for Preliminary Approval and apply to the Court for the entry of an Order:

- A. Approving Phoenix Class Action Administration as Settlement Administrator;
- B. Approving the form and content of the Class Notice and Notice of Estimated Individual Settlement Share (collectively referred to as the "Notice Packet"), and directing the mailing of same; and
- C. Scheduling a Final Approval hearing.

9. **Notice Procedures.** Following Preliminary Approval, the Settlement Class shall be notified as follows:

- A. Subject to Court Approval, the Class Notice and Notice of Estimated Individual Settlement Share attached hereto as **Exhibits A and B**, respectively, shall be provided in both English and Spanish.
- B. Within thirty (30) days after entry of an order preliminarily approving this Settlement Agreement, Manning's Beef will provide the Settlement Administrator with a Class List including the names, last known addresses, and social security numbers (in electronic format) of Settlement Class members, as well as the total workweeks worked by each member of the Settlement Class during the Class Period, workweeks worked since May 29, 2017, as well as Settlement Class members' termination dates (if applicable).

- C. Within ten (10) business days from receipt of the Class List, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the addresses of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate initial estimates of Settlement Class member’s respective Individual Settlement Shares; and (iv) mail the Notice Packet to each Settlement Class member at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- D. The Settlement Administrator shall use its best professional efforts, including utilizing a “skip trace,” to track any Settlement Class member’s mailing returned as undeliverable, and will re-send the Notice Packet promptly upon identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member.
- E. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, [workweek dispute](#), or objection.
- F. **Opt-Out/Request for Exclusion Procedures.** All Settlement Class members will automatically participate in the Settlement unless they affirmatively opt-out by submitting a timely request for exclusion. Any Settlement Class member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
- i. The Request for Exclusion: (1) must contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) must be signed by the Settlement Class member; (3) must contain a statement that the Settlement Class member wishes to exclude himself or herself from the Settlement Class; and (4) must be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice.

- ii. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.
 - iii. Any Settlement Class member who validly and timely requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement or have any right to object, appeal or comment thereon.
- G. **Objections.** Members of the Settlement Class who do not opt-out may object to this Settlement Agreement by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Manning's Beef's counsel, and counsel shall file them with the Court). Class Counsel and/or Manning's Beef shall file any responses with the Court on or before the deadline to file the Motion for Final Approval. To be valid, any written objection must (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Notwithstanding the foregoing, any Settlement Class member who does not opt out of the Settlement may appear in person and be heard at the Final Approval Hearing.
- H. **Challenges to Individual Settlement Share Calculations.** Settlement Class members will have the opportunity, should they disagree with Manning's Beef's records regarding the number of eligible workweeks or other information stated in their Notice Packet, to challenge the data provided. In order to challenge Manning's Beef's data, the Settlement Class member shall provide documentation and/or an explanation demonstrating that Manning's Beef's data is incorrect and evidencing the correct number of eligible workweeks or other information that the Settlement Class member believes they should have been credited with. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to provide documentation and/or an explanation demonstrating that Manning's Beef's data is incorrect and evidencing the correct number of eligible workweeks or other information that the Settlement Class member believes they should have been credited with. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.
- I. **Dispute Resolution.** The Settlement Administrator shall have the initial responsibility of resolving all disputes that arise during the settlement

administration process, including, without limitation, disputes (if any) regarding the calculation of Individual Settlement Shares, the allocation of W-2 wages, and the number of Eligible Workweeks. Where the information submitted by Manning's Beef from its records differs from the information submitted by the Settlement Class member, the Settlement Administrator shall communicate with the Settlement Administrator, Class Counsel, and defense counsel to discuss and resolve the dispute, including providing all available relevant information to all counsel. The Parties will resolve all disputes jointly, which shall be final and binding on any Settlement Class member disputes, and shall thereafter instruct the Settlement Administrator how to proceed in processing the disputed claim. If the Parties cannot reach an agreement, disputes shall be referred to the Settlement Administrator for a final determination and the Settlement Administrator's determination shall be binding upon the Settlement Class member and the Parties.

10. **Right to Revoke.** Manning's Beef shall have the right at its sole discretion to revoke this Settlement Agreement and stipulation to class certification for settlement purposes if Settlement Class members holding ten percent (10%) or more of the amount to be actually distributed to the class timely request exclusion from the settlement, by communicating that decision to both the Settlement Administrator and Class Counsel within fourteen (14) calendar days of the Response Deadline, provided however, Manning's Beef will be solely responsible for any costs and fees incurred by the Settlement Administrator. Manning's Beef agrees that it will not in any manner take any actions to encourage Settlement Class members to opt-out.

11. **Final Approval Process.** Following Preliminary Approval and the close of Response Deadline under this Settlement Agreement, and contingent on Manning's Beef approval of the moving papers (which shall not unreasonably be withheld), Plaintiffs shall apply to the Court for the entry of an Order:

- A. Granting Final Approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs' application for Settlement Administrator's fees and expenses, Plaintiffs' Enhancement Awards, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment; and
- C. Entering judgment pursuant to California Rule of Court 3.769, said judgment shall be posted on the website of the Settlement Administrator for a period sixty (60) days following entry of the judgment.

12. **No Right to Object to or Request Exclusion from the PAGA Settlement.** PAGA Settlement Members shall have no right to object to, opt out of, or otherwise exclude himself or herself from the settlement of the Released Claims.

13. **Non-Admission.** Manning's Beef denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Lawsuit, and that, but for this settlement, a class should not be certified in this Lawsuit. Nothing in this Settlement Agreement is intended or shall be construed as an

admission of liability, fault or wrongdoing by Manning's Beef. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses set forth on below, or such other addresses as the Parties may designate in writing from time to time:

if to Manning's Beef:	Amber S. Healy Atkinson, Andelson, Loya, Ruud & Romo APC 12800 Center Court Drive South, Suite 300 Cerritos, CA 90703-9364 AHealy@aalrr.com
-----------------------	---

if to Plaintiffs:	Paul K. Haines Haines Law Group, APC 222 N. Sepulveda Blvd. Suite 1550 El Segundo, CA 90245 PHaines@haineslawgroup.com
-------------------	--

15. **Voluntary Agreement.** The Parties acknowledge that they have entered into this Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress, or undue influence of any Party, and not in reliance on any promises, representations, or statements made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties hereto expressly waves any right he/it might ever have to claim that this Settlement Agreement was in any way induced by fraud.

16. **Opportunity to Consult with Counsel.** Prior to execution of this Settlement Agreement, each party has read this entire Settlement Agreement and has been given the opportunity to consult with independent counsel of their choosing and to have such independent counsel advise as to the meaning of this Settlement Agreement and its legal effect.

17. **Authorization to Act.** The signatories hereby represent that they are fully authorized to enter into this Settlement and to bind the Parties hereto to the terms and conditions hereof.

18. **Mutual and Full Cooperation.** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may be reasonably necessary to implement the terms of this Settlement Agreement. The Parties shall use reasonable best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein.

19. **Fair Settlement and Cooperation in Drafting.** The Parties agree that this Settlement Agreement is 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 Party by reason of the extent to which that Party has participated in the drafting of this Settlement Agreement.

20. **No Reliance on Representations.** The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Settlement Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Settlement Agreement, or with respect to any such matters that would alter or change the terms of this Settlement Agreement. No representations, warranties, or inducements have been made to any party concerning this Settlement Agreement other than those expressly set forth or referred to herein.

21. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken and based on an alleged violation of any material term of the Settlement Agreement.

22. **Settlement Agreement Binding on Successors.** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

23. **Meet and Confer Regarding Disputes.** Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Settlement Agreement, a representative of Class Counsel and defense counsel shall meet and confer in good faith in an attempt to resolve such disputes prior to submitting such disputes to the Court.

24. **Headings.** The descriptive heading of any section or paragraph of this Settlement Agreement is inserted for convenience of reference only and does not constitute a part of this Settlement Agreement and shall not be considered in interpreting this Settlement Agreement.

25. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations,

presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof.

26. **Counterparts and Fax or Electronic Signatures.** This Settlement Agreement may be executed by the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

27. **No Collateral Attack.** This Settlement Agreement shall not be subject to collateral attack by any Settlement Class member or any recipient of the Class Notice after the Final Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that the Settlement Class member failed for any reason to receive timely notice of the procedure for disputing the calculation of her or his Individual Settlement Shares.

28. **Governing Law.** This Settlement Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

EXECUTION BY PARTIES AND COUNSEL:

DATED: Rocio Navarro

By: _____
Plaintiff and Settlement Class Representative

DATED: Jose Luis Perez Esqueda

By: _____
Plaintiff and Settlement Class Representative

DATED: MANNING'S BEEF, LLC

By: _____
By: Anthony Di Maria
Its: Chairman

APPROVED AS TO FORM:

DATED: ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____
Amber S. Healy
Attorneys for Defendant

DATED: HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiffs and the Class

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ROCIO NAVARRO and JOSE LUIS PEREZ
ESQUEDA, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

MANNING'S BEEF, LLC, a California limited
liability company; and DOES 1 through 100,

Defendants.

Case No. BC707884

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees who have worked for Manning's Beef, LLC ("Manning's Beef") in California during the time period of May 29, 2014, through April 1, 2020. These employees will be referred to as the "Settlement Class" or "Settlement Class members."

**PLEASE READ THIS NOTICE CAREFULLY.
THIS NOTICE IS BEING PROVIDED TO YOU IN BOTH ENGLISH AND SPANISH.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.**

Why should you read this notice?

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in *Rocio Navarro, et al. v. Manning's Beef, LLC*, Los Angeles County Superior Court Case No. BC707884 (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Manning's Beef's records indicate that you were employed by Manning's Beef in California between May 29, 2014, and April 1, 2020 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves this Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

On May 29, 2018, a Class Action Complaint was filed on behalf of all current and former non-exempt employees of Manning's Beef, LLC who worked in California during the Class Period. On August 23, 2018, the First Amended Complaint ("FAC") was filed, which alleges the following claims against Manning's Beef: (1) meal period violations; (2) rest period violations; (3) failure to pay all overtime wages; (4) minimum wage violations; (5) wage statement violations; (6) waiting time penalties; (7) unfair business practices; and (8) civil penalties under the Private Attorneys

General Act of 2004 (“PAGA”). On March 1, 2022, the Second Amended Complaint (“SAC”) was filed to add Rocio Navarro and Jose Luis Esqueda (“Plaintiffs”) as the named Plaintiffs in this lawsuit. Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Manning’s Beef denies that it has done anything wrong or that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, this class-wide Settlement constitutes a compromise of highly disputed claims and should not be construed as an admission of liability on the part of Manning’s Beef, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with Manning’s Beef’s business operations, the Parties have agreed to settle the Lawsuit on the terms summarized in this Notice. The Settlement was reached after a mediation and arm’s length negotiations between the parties.

The Class Representatives and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Manning’s Beef, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

Who are the attorneys?

Attorneys for Plaintiffs/Settlement Class Members: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com Neil M. Larsen nlarsen@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245Tel: (424) 292-2350 Fax: (424) 292-2355	Attorneys for Defendant Manning’s Beef, LLC: ATKINSON, ANDELSON, LOYA, RUUD & ROMO, APC Amber S. Healy ahealy@aallrr.com Neil M. Katsuyama neil.katsuyama@aallrr.com 12800 Center Court Drive South, Suite 300 Cerritos, California 90703 Tel: (562) 653-3200 Fax: (562) 653-3333
--	---

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees of Manning’s Beef who worked for Manning’s Beef in California from May 29, 2014 through April 1, 2020. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release claims against Manning’s Beef as specifically described below.

Manning’s Beef has agreed to pay \$300,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, including claims by Settlement Class members, attorneys’ fees, costs, settlement administration costs, Plaintiffs’ Enhancement Awards, and the payment to the California Labor & Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is estimated to be \$100,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$30,000.00 for reimbursement of verified costs Class Counsel incurred in connection with the Lawsuit.

Plaintiffs’ Enhancement Awards. Class Counsel will ask the Court to approve an Enhancement Award of \$5,000.00 to each Plaintiff. These awards are to compensate Plaintiffs for their service and extra work performed on behalf of the Settlement Class members, as well as their general release of claims that they have agreed to as part of the Settlement.

PAGA Payment to State of California. \$15,000 has been set aside as PAGA civil penalties for the settlement of Plaintiffs’ claims on behalf of the Settlement Class under PAGA. Of that amount, 75%, or \$11,250.00, will be paid to the LWDA, as required under PAGA. The remaining 25%, or \$3,750.00, will be designated the “PAGA Amount” and will be paid to Settlement Class members as explained below.

Calculation of Settlement Class members’ Individual Settlement Shares. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Fund, which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (defined below). The Net Settlement Fund is estimated to be approximately \$135,000.00 and will be divided as follows:

All Settlement Class members: Eighty Percent (80%) of the Net Settlement Fund shall be allocated to all Settlement Class members as follows: each Settlement Class member shall receive a proportionate amount based upon the number of workweeks worked for Manning’s Beef during the Class Period, which shall be determined by multiplying the Net Settlement Fund by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all participating Settlement Class members during the Class Period.

Wage Statement Amount: Ten Percent (10%) of the Net Settlement Fund shall be designated as the “Wage Statement Amount.” Each Settlement Class member shall receive a portion of the Wage Statement Amount proportionate to the number of pay periods, if any, worked for Manning’s Beef during the time period May 29, 2017, through April 1, 2020, which shall be determined by multiplying 10% of the Net Settlement Fund by a fraction, the numerator of which is the Settlement Class member’s gross number of pay periods worked during this

period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members during this period.

Waiting Time Amount: Ten Percent (10%) of the Net Settlement Fund shall be designated as the “Waiting Time Amount.” Each Settlement Class member whose employment with Manning’s Beef ended at any time from May 29, 2015, through April 1, 2020 shall receive an equal share of the Waiting Time Amount. Thus, the total amount designated as “Waiting Time Amount” shall be divided equally among each participating Settlement Class member who separated their employment from Manning’s Beef during this period.

PAGA Amount: In addition to the Net Settlement Fund, \$3,750.00 of the Gross Settlement Amount has been designated as the “PAGA Amount” as mentioned above. Each Settlement Class member who was employed by Manning’s Beef at any time from May 29, 2017, through April 1, 2020 shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during this period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of pay periods worked for Manning’s Beef during this time period, and the denominator of which is the total number of pay periods worked for Manning’s Beef by all participating Settlement Class members during this time period.

For purposes of calculations of Individual Settlement Shares, in order for a week to count as a week worked for a particular Settlement Class member, Manning’s Beef’s payroll records must show that that Settlement Class member worked at least one day during that week.

Payments to Settlement Class members. If the Court grants final approval of the Settlement, Individual Settlement Shares will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. The Gross Settlement Amount will be paid by Manning’s Beef in thirty-three (33) monthly installments, with the final installment due in approximately **XX, XXXX**.

Allocation and Taxes. For tax purposes, Settlement Shares shall be treated as follows: Any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment from the Net Settlement Amount shall be allocated as twenty percent (20%) ~~of each individual settlement payment shall be designated as~~ wages subject to W-2 reporting and normal payroll withholdings; ~~forty percent (40%) of each individual settlement payment shall be designated as~~ penalties; and the remaining ~~forty percent (40%) of each individual settlement shall be designated as~~ interest and subject to IRS Form 1099 reporting with no withholdings. Settlement Class members are responsible for the proper income tax treatment of the Settlement Shares. The Settlement Administrator, Manning’s Beef and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the proposed Settlement, and upon the Final Effective Date and the date the Gross Settlement Amount is being fully funded, each Settlement Class member who does not validly opt-out, on behalf of themselves, and on behalf of all those who claim by and through them, or in their stead, including, but not limited to agents, attorneys, representatives, predecessors, successors and assigns, will forever release, acquit, and discharge, and covenant not to sue, Manning’s Beef, including its past and present divisions, d/b/a’s, parents, subsidiaries, predecessors, successors, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies (collectively the “Released Parties” and each a “Released Party” or “Releasee”) from liability for all claims, liens, demands, damages,

penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys' fees and costs, interest, controversies, liabilities or causes of action arising under state, federal, administrative order, state or local law, and legal theories of relief alleged or otherwise raised in the Lawsuit, or that have been asserted in the Lawsuit, or which could have been asserted in the Lawsuit based on the same facts and circumstances as alleged in the Lawsuit, including: (i) meal period violations; (ii) rest period violations; (iii) failure to pay all overtime wages; (iv) minimum wage violations; (v) wage statement violations; (vi) waiting time penalties; and (vii) claims under Business and Professions Code § 17200 ("Class Member Released Claims"), ~~and (viii) penalties under the Labor Code Private Attorneys General Act of 2004 that were or could have been alleged based on the facts, claims, causes of action or legal theories described above or on any of the claims, causes of action or legal theories of relief pleaded in the Lawsuit, during the Class Period~~ (collectively, the "Released Claims"). For members of the Settlement Class who do not validly opt out, the release period shall run from May 29, 2014 to April 1, 2020.

In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time from June 5, 2017 through April 1, 2020 (the "PAGA Period") are "Aggrieved Employees" and shall release Defendant from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff's June 5, 2018 Notification Letter to the Labor and Workforce Development Agency ("LWDA") ("the PAGA Released Claims").

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Share based on your number of pay periods and eligible workweeks during the Class Period as well as whether your employment with Manning's Beef ended during the relevant time periods, as stated in the enclosed Notice of Estimated Individual Settlement Share. You will also be bound by the Settlement, including the release of claims stated herein.

If you are issued a Settlement check, you will have one hundred and eighty (180) calendar days after your check is mailed by the Settlement Administrator ("Check Expiration Date") to cash it. If you do not cash your checks by the Check Expiration Date, the check shall become void, and the funds associated with such voided check, plus any accrued interest that has not otherwise been distributed, shall be distributed to the Controller of the State of California to be held in your name pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.*, for your benefit until such time that you claim the funds being held in your name.

What other options do I have?

Disputing Information in Notice of Estimated Individual Settlement Share. Your estimated Individual Settlement Share is based on your number of pay periods and eligible workweeks during the Class Period as well as whether your employment with Manning's Beef ended during the relevant time periods. The information contained in Manning's Beef's records is listed on the accompanying Notice of Estimated Individual Settlement Share. If you disagree with what is contained in your Notice of Estimated Individual Settlement Share, you may submit a dispute, along with any supporting information and documentation, in accordance with the procedures

stated in the Notice of Estimated Individual Settlement Share. Any disputes, along with supporting information and documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. If there is a dispute about whether Manning's Beef's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator, in the event that the Parties and the Settlement Administrator cannot resolve the issue, the issue will be presented to the Court for resolution.

Excluding Yourself from the Settlement. If you **do not** wish to take part in the Settlement you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your full name, current address and telephone number, last four digits of your social security number, and signature. ~~The Request for Exclusion should state:~~

~~"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE ROCIO NAVARRO, ET AL. SANTIAGO GARCIA V. MANNING'S BEEF, LLC LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."~~

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no monetary benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator. Your written objection must include your full name, current address, the name and address of any attorney representing you, the case name and number, each specific objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Objections must be submitted by mail to the Settlement Administrator, must be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>. Notwithstanding the foregoing, you do not need to object in writing to be heard at the Final Approval Hearing. A filing of a written statement of intention to appear at the Final Approval Hearing is only necessary if you intend to be represented by your own attorney at the hearing.

You may appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 14 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. You need not file a written objection in order to appear. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Rocio Navarro, et al. v. Manning's Beef, LLC*, Los Angeles County Superior Court Case No. BC707884.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 14 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court will also be asked to rule on Class Counsel's request for attorneys' fees and costs, settlement administration costs, Plaintiffs' Enhancement Awards, and the payment to the LWDA for its share of PAGA civil penalties. The Final Approval Hearing may be postponed without further notice to the Class. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

If the Court grants Final Approval, the Court will issue a final judgment which shall be posted on the Settlement Administrator's website (<http://www.phoenixclassaction.com>).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at located at 312 North Spring Street, Los Angeles, California 90012, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, MANNING'S BEEF, OR ITS ATTORNEYS
FOR INFORMATION ABOUT THIS SETTLEMENT.**

EXHIBIT 3

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiffs Rocio Navarro and Jose Luis Perez Esqueda (“Plaintiffs”), individually and on behalf of all members of the Settlement Class, defined below, and Defendant Manning’s Beef, LLC, (“Defendant” or “Manning’s Beef”). Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Neil M. Larsen of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Amber S. Healy and Neil M. Katsuyama of Atkinson, Andelson, Loya, Ruud & Romo.

Plaintiffs filed a Class Action Complaint (“Complaint”) against Manning’s Beef on May 29, 2018, in Los Angeles Superior Court (“Court”), Case No. BC707884. Plaintiffs filed his First Amended Complaint (“FAC”) on August 13, 2018. The FAC alleges the following causes of action against Manning’s Beef: (1) meal period violations; (2) rest period violations; (3) failure to pay all overtime wages; (4) minimum wage violations ; (5) wage statement violations; (6) waiting time penalties; (7) unfair competition; and (8) civil penalties under the Private Attorneys General Act of 2004 (“PAGA”). The Parties have stipulated for leave to file the Second Amended Complaint (“SAC”), which will add Ms. Navarro and Mr. Esqueda as the named Plaintiffs and Class Representatives. The SAC shall be referred to hereinafter as the “Lawsuit.”

Given the risks and uncertainties of litigation, the Parties have agreed to settle this Lawsuit on the terms set forth herein and subject to the approval of the Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in the Lawsuit.

1. **Certification of Settlement Class.** The Parties request the Court certify a Settlement Class as follows for the purposes of this Settlement:

All current and former non-exempt employees who have worked for Manning’s Beef in California during the time period of May 29, 2014, through April 1, 2020 (the “Class Period”).

If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this Settlement Agreement will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Releases.**

A. **Releases by Settlement Class members.** As of the date the Gross Settlement Amount is fully funded and as of Final Effective Date (as defined below), in exchange for the consideration set forth in this Settlement Agreement, each Settlement Class member who does not validly opt-out, on behalf of themselves, and on behalf of all those who claim by and through them, or in their stead, including, but not limited to agents, attorneys, representatives, predecessors,

successors and assigns, will forever release, acquit, and discharge, and covenant not to sue, Defendant, including its past and present divisions, d/b/a's, parents, subsidiaries, predecessors, successors, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies (collectively the "Released Parties" and each a "Released Party" or "Releasee") from liability for all claims, liens, demands, damages, penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys' fees and costs, interest, controversies, liabilities or causes of action arising under state, federal, administrative order, state or local law, and legal theories of relief alleged or otherwise raised in the Lawsuit, or that have been asserted in the Lawsuit, or which could have been asserted in the Lawsuit based on the same facts and circumstances as alleged in the Lawsuit, including: (i) meal period violations; (ii) rest period violations; (iii) failure to pay all overtime wages; (iv) minimum wage violations; (v) wage statement violations; (vi) waiting time penalties; and (vii) claims under Business and Professions Code § 17200 ("Class Member Released Claims").

- B. Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time from June 5, 2017 through April 1, 2020 (the "PAGA Period") are "Aggrieved Employees" and shall release Defendant from all claims for civil penalties under PAGA that were or could have been alleged based on the facts, claims, causes of action or legal theories described in Paragraph 2.A., Plaintiff's June 5, 2018 Notification Letter to the Labor and Workforce Development Agency ("LWDA"), or on any of the claims, causes of action or legal theories of relief pleaded in the Lawsuit, during the PAGA Period (collectively, the "Released Claims" arising during the PAGA Period ("the PAGA Released Claims").
- C. Representative Plaintiffs' General Release.** As of the Final Effective Date, Plaintiffs will, for themselves, and for their heirs, successors, predecessors, attorneys, agents, representatives and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, penalties, liquidated damages, and attorneys' fees and costs actually incurred) of any nature whatsoever, from the beginning of time through the date of his signature on this Settlement Agreement, known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to his employment with Defendant or the remuneration for such employment. Without limiting the generality of the foregoing, Plaintiffs expressly release all claims which were or could have been raised in the Lawsuit and all claims or rights arising out of alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith or fair dealing (express or implied); any tort, including negligence, fraud, misrepresentation under California Labor Code 970, negligent infliction of

emotional distress, intentional infliction of emotional distress, and defamation; any “retaliation” claims; any claims relating to any breach of public policy; any legal restrictions on Defendant’s right to discharge employees or refuse to hire applicants; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination); (4) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (5) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (6) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (7) California Fair Employment and Housing Act, Cal. Gov’t Code § 12900 *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age, including retaliation for reporting discrimination or harassment); (8) California Family Rights Act, Cal. Gov’t Code § 12945.1 *et seq.* (family/medical leave); (9) California Labor Code or any Industrial Welfare Commission Wage Order; (10) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (12) Executive Order 11141 (age discrimination); and (11) Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits) (collectively, “Plaintiffs’ Released Claims”). Notwithstanding the foregoing, Plaintiffs are not waiving any rights they have or may have to: (i) benefits or rights to benefits under any of Defendant’s benefit plans that are otherwise applicable to Plaintiffs (if any), however, the receipt of funds under the Settlement shall not entitle Plaintiffs to any additional compensation or benefits of any kind under any of Defendant’s compensation or benefits plans, nor will it entitle Plaintiffs to any increased retirement or 401k plan benefits of any kind; (ii) benefits or rights to seek benefits under applicable workers’ compensation, or unemployment insurance or indemnification statutes; (iii) claims which by law cannot be waived by signing this Settlement Agreement nor by law in any event; (iv) enforce this Settlement Agreement; or (v) challenge the validity of this Settlement Agreement.

- D. Plaintiffs’ Waiver of Section 1542 With Respect to Plaintiffs’ Released Claims.** Plaintiffs agree there is a risk that each and every injury they may have allegedly or actually suffered by reason of the Released Parties’ relationship with them might not now be known, and there is further risk that said injuries, whether known or unknown at the date of this Settlement Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained by him. Nevertheless, Plaintiffs desire to forever and fully release and discharge the Released Parties of all of Plaintiffs’ Released Claims, and understand that as of the Final Effective Date, by the execution of this Settlement Agreement no further claims for any of the Plaintiffs’ Released Claims that existed at the time of the execution of this Settlement Agreement may ever be asserted by him. As of the Final Effective Date, Plaintiffs expressly waive and relinquish all rights and benefits afforded by section 1542 of the Civil Code of the

State of California with respect to the Released Claims, and do so understanding and acknowledging the significance of such specific waiver of section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

Thus, subject to and in accordance with this Settlement Agreement, even if Plaintiffs may hereafter discover facts in addition to or different from those they now know or believe to be true, Plaintiffs shall be deemed to have fully, finally, and forever settled and released any and all of Plaintiffs' Released Claims against the Released Parties, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including without limitation, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

- E. **Class Counsel's Release of Defendant.** As of the Final Effective Date (as defined below), and upon receipt by Class Counsel of the amounts approved by the Court for Class Counsel's fees and expenses, and except as otherwise provided by this Settlement Agreement, Class Counsel will waive any claim to costs or attorneys' fees or other expenses against Defendant and the Released Parties arising from or related to the Lawsuit, including but not limited to claims based on the California Labor Code, the California Code of Civil Procedure, and any other statute, law, or other legal or equitable authority or theory.

3. **Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, Defendant agrees to pay Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) (the "Gross Settlement Amount") in full and complete settlement of this matter, as follows:

- A. Defendant will fund the Gross Settlement Amount in monthly payments starting June 21, 2022. The monthly installment payments shall be \$12,500 for twenty-four consecutive months. Each monthly installment payment shall be due on the 21st of the month. If any payment is more than 15 calendar days past due, Plaintiffs shall have the option to demand immediate payment of the full outstanding balance. The payments shall be made to the Qualified Settlement Fund ("QSF") established by the Settlement Administrator.
- B. The term "Final" and "Final Effective Date" means: (i) that the Settlement Agreement has received Final Approval by the Court and there were no timely objections or intervener requests filed, or that any timely objections and/or interveners have been withdrawn then the date the Court's order of Final Approval; or, (ii) in the event that one or more timely objections or interventions

has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector or intervener to seek appellate review of the Court's order of Final Approval, without a timely appeal having been filed; or, (iii) in the event that a timely appeal of the Court's order of Final Approval has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court's Final Approval without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant. In the event that the Settlement Agreement is not granted Final Approval, or does not become Final, any funds deposited into the QSF by Defendant shall be returned within fifteen (15) days of a Court Order or other decision denying final approval of the Settlement Agreement.

- C. Prior to mediation, Defendant represented there were approximately 215 employees during the Class Period. If the actual number of employees during the Class Period is more than Ten Percent (10%) greater than 215 employees, the Gross Settlement Amount will be increased by the percentage difference between the 10% increase and the actual number of employees (i.e., if the number of employees increase by 11%, Defendant shall increase the Gross Settlement Amount by 1%).
- D. This is not a "claims made" settlement. This is an all-in, common fund, non-reversionary settlement. The Gross Settlement Amount includes:
 - (1) All payments to the Settlement Class and their share of payroll tax withholdings;
 - (2) All fees and expenses of the settlement administrator associated with the administration of the settlement, which are anticipated to be no greater than Fifteen Thousand Dollars and Zero Cents (\$15,000.00);
 - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) to each Plaintiff for the Plaintiffs' Enhancement Award, subject to Court approval, in recognition of Plaintiffs' general release of claims including a Civil Code section 1542 waiver, contributions to the Lawsuit, creating the Gross Settlement Amount, and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Enhancement Award, the Settlement Agreement remains in full force and effect, Plaintiffs shall not have the right to revoke the settlement for that reason, it shall remain binding, and any unapproved amount shall be reallocated among the Class Members who did not opt-out of the Settlement;
 - (4) Up to one-third of the Gross Settlement Amount in attorneys' fees, which is currently estimated to be One Hundred Thousand Dollars (\$100,000.00), plus up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) in verified costs and expenses related to the Lawsuit, including all such fees and costs incurred in documenting the Settlement, securing Court approval of the

Settlement, and administering the Settlement, as supported by declaration. In the event that the Court reduces or does not approve Class Counsel's requested fees and costs, the Settlement Agreement remains in full force and effect, Plaintiffs shall not have the right to revoke the settlement for that reason, it shall remain binding, and any unapproved amount shall revert to the Net Settlement Fund (although Plaintiffs shall retain the right to appeal any reduction in attorneys' fees or costs awarded); and

- (5) Fifteen Thousand Dollars and Zero Cents (\$15,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Eleven Thousand Two Hundred and Fifty Dollars and Zero Cents (\$11,250.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Three Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$3,750.00), will be paid to certain Settlement Class members as the "PAGA Amount" as described below.

Defendant's required FICA, FUTA, and other payroll tax payments resulting from payment of the settlement payments to Settlement Class members shall be paid separate and apart from the Gross Settlement Amount.

- E. **Confidential.** This settlement shall remain confidential until the Motion for Preliminary Approval is filed with the Court.

4. **Settlement Payment Procedures.** Settlement Class members are not required to submit a claim form to receive their individual settlement payment ("Individual Settlement Shares"). Individual Settlement Shares will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for the Settlement Administrator's fees and expenses, Plaintiffs' Enhancement Award, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the amount set aside as PAGA penalties. The remaining amount shall be known as the "Net Settlement Fund."
- B. From the Net Settlement Fund, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Share based on the following formula:
 - i. Settlement Class members: Eighty Percent (80%) of the Net Settlement Fund shall be allocated to Settlement Class members as follows: each Settlement Class member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, which shall be determined by multiplying the Net Settlement Fund by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which

is the total workweeks worked by all participating Settlement Class members during the Class Period.

- ii. Wage Statement Amount: Ten Percent (10%) of the Net Settlement Fund shall be designated as the “Wage Statement Amount.” Each Settlement Class member shall receive a portion of the Wage Statement Amount proportionate to the number of pay periods worked during the time period May 29, 2017 through April 1, 2020, which shall be determined by multiplying 10% of the Net Settlement Fund by a fraction, the numerator of which is the Settlement Class member’s gross number of pay periods worked during this period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members during this period.
- iii. Waiting Time Amount: Ten Percent (10%) of the Net Settlement Fund shall be designated as the “Waiting Time Amount.” Each Settlement Class member who separated their employment from Manning’s Beef at any time from May 29, 2015 April 1, 2020 shall receive an equal share of the Waiting Time Amount. The total amount designated as “Waiting Time Amount” shall be divided equally among each participating Settlement Class member who separated their employment from Manning’s Beef during this period.
- iv. PAGA Amount: In addition to the Net Settlement Fund, Three-Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$3,750.00) of the Gross Settlement Amount has been designated as the “PAGA Amount” as mentioned above. Each Settlement Class member who was employed by Defendant at any time from May 29, 2017 through April 1, 2020 (“PAGA Settlement Members”) shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during this period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of pay periods worked during this time period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members during this time period.
- v. For purposes of calculations of each Settlement Class members’ Individual Settlement Share, in order for a week to count as a week worked for a particular Settlement Class member, Defendant’s payroll records must show that that Settlement Class member worked at least one day during that week.

C. **Calculation of Settlement Awards.** Within twenty-one (21) days after the Gross Settlement Amount has been fully funded with the Settlement Administrator by Manning’s Beef, the Settlement Administrator will calculate Individual Settlement Share amounts and will prepare and mail settlement payments to Settlement Class members.

- D. **Payment of Settlement Class Members' Individual Settlement Shares, Attorneys' Fees and Costs, Plaintiffs' Enhancement Awards, PAGA Payment to LWDA, and Administrator Costs.** Within five (5) Court days of: (i) the Final Effective Date occurring and (ii) Defendant's full deposit of the Gross Settlement Amount and employer-side taxes, and after approval by counsel of the Settlement Award calculations, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel. The Settlement Administrator shall pay the amounts approved by the Court for Class Counsel's attorneys' fees and costs, Plaintiffs' Class Representative Enhancement Awards, and PAGA payment to the LWDA after it mails Settlement Awards to Settlement Class members.
- E. For tax purposes, each Settlement Class members' Individual Settlement Share shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment from the Net Settlement Amount shall be allocated as twenty percent (20%) wages subject to W-2 reporting and normal payroll withholdings; forty percent (40%) as penalties; and the remaining forty percent (40%) as interest and subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. Defendant shall have no responsibility for the tax treatment of the non-wage components of the settlement payments.
- F. Settlement payment checks issued to Settlement Class members that remain uncashed one hundred eighty (180) calendar days after such checks are mailed by the Settlement Administrator ("Check Expiration Date") shall become void, and the funds associated with such voided checks, plus any accrued interest that has not otherwise been distributed (together, "Unused Funds"), shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.*, for the benefit of those Settlement Class members who did not cash their checks until such time that they claim their property. The Settling Parties agree that this disposition results in no "unpaid cash residue," or "unclaimed or abandoned funds" under California Civil Procedure Code section 384, as amended effective January 1, 2019, as the entire Net Settlement Fund will be paid out to the Settlement Class members, whether or not they all cash their payment checks. Therefore, Manning's Beef will not be required to pay any interest on said amount.
- G. The receipt of funds under the Settlement shall not entitle any Settlement Class member to additional compensation or benefits of any kind under any of Manning's Beef compensation or benefits plans, nor will it entitle any Settlement Class member to any increased retirement or 401k plan benefits of any kind.

- H. Neither Plaintiffs nor Manning's Beef shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Class Counsel's Attorneys' Fees and Litigation Costs.** Manning's Beef will not object to a request for a total award of attorneys' fees to Class Counsel of up to one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Thousand Dollars and Zero Cents (\$100,000.00), plus up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel's application for attorneys' fees and costs is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Lawsuit. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court.

6. **Plaintiffs' Enhancement Award.** Manning's Beef will not object to a request for a Class Representative Enhancement Award to each Plaintiff in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00), totaling Ten Thousand Dollars and Zero Cents (\$10,000.00), in exchange for their general release of claims and waiver of Civil Code section 1542 with respect to the Released Claims, their time and risk in prosecuting this case, and their service to the Settlement Class. This payment will be in addition to Plaintiffs' Individual Settlement Share as Settlement Class members and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Awards to the Plaintiffs are for their service in connection with this Lawsuit and are not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement Awards and shall report it on an IRS Form 1099, which shall be provided to Plaintiffs and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement Award does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Award constitutes wages for income tax and withholding purposes. Plaintiffs agree to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendant from the Enhancement Award paid under this Settlement Agreement. In addition, Plaintiffs shall hold Defendant, Released Parties and Class Counsel harmless and indemnify Defendant, Released Parties and Class Counsel for all taxes, interest, penalties, other payments and costs, incurred by Defendant by reason of any claims relating to the non-withholding of taxes from the Enhancement Award.

7. **Settlement Administrator.** The Parties have agreed to utilize Phoenix Class Action Administration as the third-party Settlement Administrator and will seek Court approval to pay up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) from the Gross Settlement Amount for its services. The Settlement Administrator shall be responsible for sending all required notices, calculating the Net Settlement Fund, calculating each Class Member's Individual

Settlement Share amount, preparing all checks and mailings and disbursing all Unused Funds as set forth in Section 4(D). The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after checks have been mailed to all Settlement Class members.

8. Within a reasonable time after execution of the Settlement Agreement, Plaintiffs shall submit the Motion for Preliminary Approval and apply to the Court for the entry of an Order:

- A. Approving Phoenix Class Action Administration as Settlement Administrator;
- B. Approving the form and content of the Class Notice and Notice of Estimated Individual Settlement Share (collectively referred to as the “Notice Packet”), and directing the mailing of same; and
- C. Scheduling a Final Approval hearing.

9. **Notice Procedures.** Following Preliminary Approval, the Settlement Class shall be notified as follows:

- A. Subject to Court Approval, the Class Notice and Notice of Estimated Individual Settlement Share attached hereto as **Exhibits A and B**, respectively, shall be provided in both English and Spanish.
- B. Within thirty (30) days after entry of an order preliminarily approving this Settlement Agreement, Manning’s Beef will provide the Settlement Administrator with a Class List including the names, last known addresses, and social security numbers (in electronic format) of Settlement Class members, as well as the total workweeks worked by each member of the Settlement Class during the Class Period, workweeks worked since May 29, 2017, as well as Settlement Class members’ termination dates (if applicable).
- C. Within ten (10) business days from receipt of the Class List, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the addresses of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate initial estimates of Settlement Class member’s respective Individual Settlement Shares; and (iv) mail the Notice Packet to each Settlement Class member at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- D. The Settlement Administrator shall use its best professional efforts, including utilizing a “skip trace,” to track any Settlement Class member’s mailing returned as undeliverable, and will re-send the Notice Packet promptly upon identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member.

- E. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, workweek dispute, or objection.
- F. **Opt-Out/Request for Exclusion Procedures.** All Settlement Class members will automatically participate in the Settlement unless they affirmatively opt-out by submitting a timely request for exclusion. Any Settlement Class member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
- i. The Request for Exclusion: (1) must contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) must be signed by the Settlement Class member; (3) must contain a statement that the Settlement Class member wishes to exclude himself or herself from the Settlement Class; and (4) must be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice.
 - ii. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.
 - iii. Any Settlement Class member who validly and timely requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement or have any right to object, appeal or comment thereon.
- G. **Objections.** Members of the Settlement Class who do not opt-out may object to this Settlement Agreement by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Manning’s Beef’s counsel, and counsel shall file them with the Court). Class Counsel and/or Manning’s Beef shall file any responses with the Court on or before the deadline to file the Motion for Final Approval. To be valid, any written objection must (1) contain the objecting Settlement Class member’s full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection;

(2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Notwithstanding the foregoing, any Settlement Class member who does not opt out of the Settlement may appear in person and be heard at the Final Approval Hearing.

- H. **Challenges to Individual Settlement Share Calculations.** Settlement Class members will have the opportunity, should they disagree with Manning's Beef's records regarding the number of eligible workweeks or other information stated in their Notice Packet, to challenge the data provided. In order to challenge Manning's Beef's data, the Settlement Class member shall provide documentation and/or an explanation demonstrating that Manning's Beef's data is incorrect and evidencing the correct number of eligible workweeks or other information that the Settlement Class member believes they should have been credited with. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to provide documentation and/or an explanation demonstrating that Manning's Beef's data is incorrect and evidencing the correct number of eligible workweeks or other information that the Settlement Class member believes they should have been credited with. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.
- I. **Dispute Resolution.** The Settlement Administrator shall have the initial responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Individual Settlement Shares, the allocation of W-2 wages, and the number of Eligible Workweeks. Where the information submitted by Manning's Beef from its records differs from the information submitted by the Settlement Class member, the Settlement Administrator shall communicate with the Settlement Administrator, Class Counsel, and defense counsel to discuss and resolve the dispute, including providing all available relevant information to all counsel. The Parties will resolve all disputes jointly, which shall be final and binding on any Settlement Class member disputes, and shall thereafter instruct the Settlement Administrator how to proceed in processing the disputed claim. If the Parties cannot reach an agreement, disputes shall be referred to the Settlement Administrator for a final determination and the Settlement Administrator's determination shall be binding upon the Settlement Class member and the Parties.

10. **Right to Revoke.** Manning's Beef shall have the right at its sole discretion to revoke this Settlement Agreement and stipulation to class certification for settlement purposes if Settlement Class members holding ten percent (10%) or more of the amount to be actually distributed to the class timely request exclusion from the settlement, by communicating that decision to both the

Settlement Administrator and Class Counsel within fourteen (14) calendar days of the Response Deadline, provided however, Manning's Beef will be solely responsible for any costs and fees incurred by the Settlement Administrator. Manning's Beef agrees that it will not in any manner take any actions to encourage Settlement Class members to opt-out.

11. **Final Approval Process.** Following Preliminary Approval and the close of Response Deadline under this Settlement Agreement, and contingent on Manning's Beef approval of the moving papers (which shall not unreasonably be withheld), Plaintiffs shall apply to the Court for the entry of an Order:

- A. Granting Final Approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs' application for Settlement Administrator's fees and expenses, Plaintiffs' Enhancement Awards, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment; and
- C. Entering judgment pursuant to California Rule of Court 3.769, said judgment shall be posted on the website of the Settlement Administrator for a period sixty (60) days following entry of the judgment.

12. **No Right to Object to or Request Exclusion from the PAGA Settlement.** PAGA Settlement Members shall have no right to object to, opt out of, or otherwise exclude himself or herself from the settlement of the Released Claims.

13. **Non-Admission.** Manning's Beef denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Lawsuit, and that, but for this settlement, a class should not be certified in this Lawsuit. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability, fault or wrongdoing by Manning's Beef. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses set forth on below, or such other addresses as the Parties may designate in writing from time to time:

if to Manning's Beef:

Amber S. Healy
Atkinson, Andelson, Loya, Ruud & Romo APC
12800 Center Court Drive South, Suite 300
Cerritos, CA 90703-9364
AHealy@aalrr.com

if to Plaintiffs:

Paul K. Haines
Haines Law Group, APC
222 N. Sepulveda Blvd. Suite 1550
El Segundo, CA 90245
PHaines@haineslawgroup.com

15. **Voluntary Agreement.** The Parties acknowledge that they have entered into this Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress, or undue influence of any Party, and not in reliance on any promises, representations, or statements made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties hereto expressly waves any right he/it might ever have to claim that this Settlement Agreement was in any way induced by fraud.

16. **Opportunity to Consult with Counsel.** Prior to execution of this Settlement Agreement, each party has read this entire Settlement Agreement and has been given the opportunity to consult with independent counsel of their choosing and to have such independent counsel advise as to the meaning of this Settlement Agreement and its legal effect.

17. **Authorization to Act.** The signatories hereby represent that they are fully authorized to enter into this Settlement and to bind the Parties hereto to the terms and conditions hereof.

18. **Mutual and Full Cooperation.** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may be reasonably necessary to implement the terms of this Settlement Agreement. The Parties shall use reasonable best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein.

19. **Fair Settlement and Cooperation in Drafting.** The Parties agree that this Settlement Agreement is 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 Party by reason of the extent to which that Party has participated in the drafting of this Settlement Agreement.

20. **No Reliance on Representations.** The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Settlement Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Settlement Agreement, or with respect to any such matters that would alter or change the terms of this Settlement Agreement. No

representations, warranties, or inducements have been made to any party concerning this Settlement Agreement other than those expressly set forth or referred to herein.

21. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken and based on an alleged violation of any material term of the Settlement Agreement.

22. **Settlement Agreement Binding on Successors.** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

23. **Meet and Confer Regarding Disputes.** Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Settlement Agreement, a representative of Class Counsel and defense counsel shall meet and confer in good faith in an attempt to resolve such disputes prior to submitting such disputes to the Court.

24. **Headings.** The descriptive heading of any section or paragraph of this Settlement Agreement is inserted for convenience of reference only and does not constitute a part of this Settlement Agreement and shall not be considered in interpreting this Settlement Agreement.

25. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof.

26. **Counterparts and Fax or Electronic Signatures.** This Settlement Agreement may be executed by the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

27. **No Collateral Attack.** This Settlement Agreement shall not be subject to collateral attack by any Settlement Class member or any recipient of the Class Notice after the Final Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that the Settlement Class member failed for any reason to receive timely notice of the procedure for disputing the calculation of her or his Individual Settlement Shares.

28. **Governing Law.** This Settlement Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

EXECUTION BY PARTIES AND COUNSEL:

DATED: Nov 11, 2022

Rocio Navarro

By: *Rocio Navarro*
Rocio Navarro (Nov 11, 2022 13:32 PST)
Plaintiff and Settlement Class Representative

DATED:

Jose Luis Perez Esqueda

By: _____
Plaintiff and Settlement Class Representative

DATED: 11/14/2022

MANNING'S BEEF, LLC

By: *Anthony Di Maria*
DocuSigned by:
6D7CC8ED13CD46D
By: Anthony Di Maria
Its: Chairman

APPROVED AS TO FORM:

DATED: 11/14/2022

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: *AS*
Amber S. Healy
Attorneys for Defendant

DATED:

HAINES LAW GROUP, APC

By: *P. H*
Paul K. Haines
Attorneys for Plaintiffs and the Class

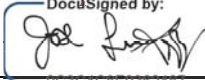
EXECUTION BY PARTIES AND COUNSEL:

DATED: Rocio Navarro

By: _____
Plaintiff and Settlement Class Representative

DATED: 11/11/2022

Jose Luis Perez Esqueda

By:  _____
Plaintiff and Settlement Class Representative

DATED: MANNING'S BEEF, LLC

By: _____
By: Anthony Di Maria
Its: Chairman

APPROVED AS TO FORM:

DATED: ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____
Amber S. Healy
Attorneys for Defendant

DATED: HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiffs and the Class

EXHIBIT 4

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ROCIO NAVARRO and JOSE LUIS PEREZ
ESQUEDA, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

MANNING'S BEEF, LLC, a California limited
liability company; and DOES 1 through 100,

Defendants.

Case No. BC707884

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees who have worked for Manning's Beef, LLC ("Manning's Beef") in California during the time period of May 29, 2014, through April 1, 2020. These employees will be referred to as the "Settlement Class" or "Settlement Class members."

**PLEASE READ THIS NOTICE CAREFULLY.
THIS NOTICE IS BEING PROVIDED TO YOU IN BOTH ENGLISH AND SPANISH.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.**

Why should you read this notice?

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in *Rocio Navarro, et al. v. Manning's Beef, LLC*, Los Angeles County Superior Court Case No. BC707884 (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Manning's Beef's records indicate that you were employed by Manning's Beef in California between May 29, 2014, and April 1, 2020 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves this Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

On May 29, 2018, a Class Action Complaint was filed on behalf of all current and former non-exempt employees of Manning's Beef, LLC who worked in California during the Class Period. On August 23, 2018, the First Amended Complaint ("FAC") was filed, which alleges the following claims against Manning's Beef: (1) meal period violations; (2) rest period violations; (3) failure to pay all overtime wages; (4) minimum wage violations; (5) wage statement violations; (6) waiting time penalties; (7) unfair business practices; and (8) civil penalties under the Private Attorneys

General Act of 2004 (“PAGA”). On March 1, 2022, the Second Amended Complaint (“SAC”) was filed to add Rocio Navarro and Jose Luis Esqueda (“Plaintiffs”) as the named Plaintiffs in this lawsuit. Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Manning’s Beef denies that it has done anything wrong or that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, this class-wide Settlement constitutes a compromise of highly disputed claims and should not be construed as an admission of liability on the part of Manning’s Beef, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with Manning’s Beef’s business operations, the Parties have agreed to settle the Lawsuit on the terms summarized in this Notice. The Settlement was reached after a mediation and arm’s length negotiations between the parties.

The Class Representatives and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Manning’s Beef, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

Who are the attorneys?

Attorneys for Plaintiffs/Settlement Class Members: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com Neil M. Larsen nlarsen@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245Tel: (424) 292-2350 Fax: (424) 292-2355	Attorneys for Defendant Manning’s Beef, LLC: ATKINSON, ANDELSON, LOYA, RUUD & ROMO, APC Amber S. Healy ahealy@aalrr.com Neil M. Katsuyama neil.katsuyama@aalrr.com 12800 Center Court Drive South, Suite 300 Cerritos, California 90703 Tel: (562) 653-3200 Fax: (562) 653-3333
--	---

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees of Manning’s Beef who worked for Manning’s Beef in California from May 29, 2014 through April 1, 2020. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release claims against Manning’s Beef as specifically described below.

Manning’s Beef has agreed to pay \$300,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, including claims by Settlement Class members, attorneys’ fees, costs, settlement administration costs, Plaintiffs’ Enhancement Awards, and the payment to the California Labor & Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is estimated to be \$100,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$30,000.00 for reimbursement of verified costs Class Counsel incurred in connection with the Lawsuit.

Plaintiffs’ Enhancement Awards. Class Counsel will ask the Court to approve an Enhancement Award of \$5,000.00 to each Plaintiff. These awards are to compensate Plaintiffs for their service and extra work performed on behalf of the Settlement Class members, as well as their general release of claims that they have agreed to as part of the Settlement.

PAGA Payment to State of California. \$15,000 has been set aside as PAGA civil penalties for the settlement of Plaintiffs’ claims on behalf of the Settlement Class under PAGA. Of that amount, 75%, or \$11,250.00, will be paid to the LWDA, as required under PAGA. The remaining 25%, or \$3,750.00, will be designated the “PAGA Amount” and will be paid to Settlement Class members as explained below.

Calculation of Settlement Class members’ Individual Settlement Shares. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Fund, which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (defined below). The Net Settlement Fund is estimated to be approximately \$135,000.00 and will be divided as follows:

All Settlement Class members: Eighty Percent (80%) of the Net Settlement Fund shall be allocated to all Settlement Class members as follows: each Settlement Class member shall receive a proportionate amount based upon the number of workweeks worked for Manning’s Beef during the Class Period, which shall be determined by multiplying the Net Settlement Fund by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all participating Settlement Class members during the Class Period.

Wage Statement Amount: Ten Percent (10%) of the Net Settlement Fund shall be designated as the “Wage Statement Amount.” Each Settlement Class member shall receive a portion of the Wage Statement Amount proportionate to the number of pay periods, if any, worked for Manning’s Beef during the time period May 29, 2017, through April 1, 2020, which shall be determined by multiplying 10% of the Net Settlement Fund by a fraction, the numerator of which is the Settlement Class member’s gross number of pay periods worked during this

period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members during this period.

Waiting Time Amount: Ten Percent (10%) of the Net Settlement Fund shall be designated as the “Waiting Time Amount.” Each Settlement Class member whose employment with Manning’s Beef ended at any time from May 29, 2015, through April 1, 2020 shall receive an equal share of the Waiting Time Amount. Thus, the total amount designated as “Waiting Time Amount” shall be divided equally among each participating Settlement Class member who separated their employment from Manning’s Beef during this period.

PAGA Amount: In addition to the Net Settlement Fund, \$3,750.00 of the Gross Settlement Amount has been designated as the “PAGA Amount” as mentioned above. Each Settlement Class member who was employed by Manning’s Beef at any time from May 29, 2017, through April 1, 2020 shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during this period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of pay periods worked for Manning’s Beef during this time period, and the denominator of which is the total number of pay periods worked for Manning’s Beef by all participating Settlement Class members during this time period.

For purposes of calculations of Individual Settlement Shares, in order for a week to count as a week worked for a particular Settlement Class member, Manning’s Beef’s payroll records must show that that Settlement Class member worked at least one day during that week.

Payments to Settlement Class members. If the Court grants final approval of the Settlement, Individual Settlement Shares will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. The Gross Settlement Amount will be paid by Manning’s Beef in thirty-three (33) monthly installments, with the final installment due in approximately **XX, XXXX**.

Allocation and Taxes. For tax purposes, Settlement Shares shall be treated as follows: Any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment from the Net Settlement Amount shall be allocated as twenty percent (20%) wages subject to W-2 reporting and normal payroll withholdings; forty percent (40%) as penalties; and the remaining forty percent (40%) as interest and subject to IRS Form 1099 reporting with no withholdings. Settlement Class members are responsible for the proper income tax treatment of the Settlement Shares. The Settlement Administrator, Manning’s Beef and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the proposed Settlement, and upon the Final Effective Date and the date the Gross Settlement Amount is fully funded, each Settlement Class member who does not validly opt-out, on behalf of themselves, and on behalf of all those who claim by and through them, or in their stead, including, but not limited to agents, attorneys, representatives, predecessors, successors and assigns, will forever release, acquit, and discharge, and covenant not to sue, Manning’s Beef, including its past and present divisions, d/b/a’s, parents, subsidiaries, predecessors, successors, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies (collectively the “Released Parties” and each a “Released Party” or “Releasee”) from liability for all claims, liens, demands, damages, penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys’ fees and costs, interest, controversies, liabilities or causes of action arising under state, federal, administrative

order, state or local law, and legal theories of relief alleged or otherwise raised in the Lawsuit, or that have been asserted in the Lawsuit, or which could have been asserted in the Lawsuit based on the same facts and circumstances as alleged in the Lawsuit, including: (i) meal period violations; (ii) rest period violations; (iii) failure to pay all overtime wages; (iv) minimum wage violations; (v) wage statement violations; (vi) waiting time penalties; and (vii) claims under Business and Professions Code § 17200 (“Class Member Released Claims”), (collectively, the “Released Claims”). For members of the Settlement Class who do not validly opt out, the release period shall run from May 29, 2014 to April 1, 2020.

In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time from June 5, 2017 through April 1, 2020 (the “PAGA Period”) are “Aggrieved Employees” and shall release Defendant from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s June 5, 2018 Notification Letter to the Labor and Workforce Development Agency (“LWDA”) (“the PAGA Released Claims”).

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Share based on your number of pay periods and eligible workweeks during the Class Period as well as whether your employment with Manning’s Beef ended during the relevant time periods, as stated in the enclosed Notice of Estimated Individual Settlement Share. You will also be bound by the Settlement, including the release of claims stated herein.

If you are issued a Settlement check, you will have one hundred and eighty (180) calendar days after your check is mailed by the Settlement Administrator (“Check Expiration Date”) to cash it. If you do not cash your checks by the Check Expiration Date, the check shall become void, and the funds associated with such voided check, plus any accrued interest that has not otherwise been distributed, shall be distributed to the Controller of the State of California to be held in your name pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.*, for your benefit until such time that you claim the funds being held in your name.

What other options do I have?

Disputing Information in Notice of Estimated Individual Settlement Share. Your estimated Individual Settlement Share is based on your number of pay periods and eligible workweeks during the Class Period as well as whether your employment with Manning’s Beef ended during the relevant time periods. The information contained in Manning’s Beef’s records is listed on the accompanying Notice of Estimated Individual Settlement Share. If you disagree with what is contained in your Notice of Estimated Individual Settlement Share, you may submit a dispute, along with any supporting information and documentation, in accordance with the procedures stated in the Notice of Estimated Individual Settlement Share. Any disputes, along with supporting information and documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. If there is a dispute about whether Manning’s Beef’s information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator, in the event that the Parties and the Settlement Administrator cannot resolve the issue, the issue will be presented to the Court for resolution.

Excluding Yourself from the Settlement. If you **do not** wish to take part in the Settlement you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion” letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your full name, current address and telephone number, last four digits of your social security number, and signature. LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no monetary benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator. Your written objection must include your full name, current address, the name and address of any attorney representing you, the case name and number, each specific objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Objections must be submitted by mail to the Settlement Administrator, must be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>. Notwithstanding the foregoing, you do not need to object in writing to be heard at the Final Approval Hearing. A filing of a written statement of intention to appear at the Final Approval Hearing is only necessary if you intend to be represented by your own attorney at the hearing.

You may appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 14 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. You need not file a written objection in order to appear. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Rocio Navarro, et al. v. Manning’s Beef, LLC.*, Los Angeles County Superior Court Case No. BC707884.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 14 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court will also be asked to rule on Class Counsel’s request for attorneys’ fees and costs, settlement administration costs, Plaintiffs’ Enhancement Awards, and the payment to the LWDA for its share of PAGA civil penalties. The Final Approval Hearing may be postponed without further notice to the Class. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

If the Court grants Final Approval, the Court will issue a final judgment which shall be posted on the Settlement Administrator's website (<http://www.phoenixclassaction.com>).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at located at 312 North Spring Street, Los Angeles, California 90012, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, MANNING'S BEEF, OR ITS ATTORNEYS
FOR INFORMATION ABOUT THIS SETTLEMENT.**

EXHIBIT 5

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 5, 2018

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Santiago Garcia v. Manning's Beef, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Santiago Garcia in claims arising from his employment with Manning's Beef, LLC, and Does 1 through 100 ("Defendants"). Mr. Garcia is an "aggrieved employee" as defined by Labor Code sections 2699, *et seq.* due to Defendants' numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated.

Mr. Garcia worked for Defendants as a non-exempt employee in Defendants' meat packing facility in approximately September 2015, although Mr. Garcia has not actively worked since approximately August 24, 2017 as he has been on a leave of absence.

During Mr. Garcia and other aggrieved employees' employment with Defendants, Mr. Garcia and other aggrieved employees were required to clock in and out for periods of work, and although Defendants recorded Mr. Garcia and other aggrieved employees' hours worked to the minute, Defendants only paid Mr. Garcia and other aggrieved employees in quarter of an hour increments. Defendants' rounding of time to the quarter of an hour was not even-handed and has resulted in Mr. Garcia and other aggrieved employees not being compensated for all hours worked.

Throughout Mr. Garcia and other aggrieved employees' employment with Defendants, Defendants have failed to provide Mr. Garcia and other aggrieved employees with all statutorily mandated meal periods. Despite Defendants' written meal period policy, Mr. Garcia's meal periods were often late (i.e., commencing after the fifth hour of work), and short in duration (i.e., less than thirty (30) minutes). Additionally, Mr. Garcia and other aggrieved employees had to don and doff protective gear during meal periods, thereby cutting-into their off-duty meal period. Moreover, Defendants' meal period policies/practices do not provide for a second meal period for shifts in excess of 10.0 hours, nor were Mr. Garcia and other aggrieved employees provided with a second meal period for shifts over 10.0 hours. In the event that a legally compliant meal period was not in fact

provided, Mr. Garcia and other aggrieved employees were not paid the meal period premium required by Labor Code § 226.7. Upon information and belief, during a portion of Mr. Garcia's employment with Defendants, Defendants maintained no payroll code or other mechanism for paying meal period premiums when Defendants failed to provide a legally compliant meal period to Mr. Garcia and other aggrieved employees.

Due to the nature of Mr. Garcia and other aggrieved employees' job duties, Mr. Garcia and other aggrieved employees were required to "don" and "doff" their work uniforms before and after their shift began and ended, as well as before and after their meal and rest periods. Among other items, Mr. Garcia and other aggrieved employees' uniform consisted of boots, smocks, a helmet, sleeve guards, knife belt and gloves. It took several minutes for Mr. Garcia to don and doff his necessary uniform. Due to the time it took to don and doff the necessary work uniform, Mr. Garcia and other aggrieved employees were not provided with a "net" ten minutes of rest for each rest period, and therefore Defendants failed to authorize and permit legally compliant rest periods. Additionally, supervisors of Mr. Garcia and other aggrieved employees required employees to be at their work stations ready to begin working before the 10-minute rest period had concluded. Despite Defendants' failure to authorize and permit all required rest periods, Defendants did not pay Mr. Garcia any missed rest period premium payments as required by Labor Code § 226.7. Upon information and belief, during a portion of Mr. Garcia's employment with Defendants, Defendants maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to provide a legally compliant rest period.

As a result of Defendants' failure to pay minimum and overtime wages, and meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Garcia and other aggrieved employees in violation of Labor Code section 226. Additionally, the wage statements provided to Mr. Garcia and other aggrieved employees fail to identify the correct name of the legal entity that is the employer. Furthermore, Defendants failed to pay Mr. Garcia all wages owing to him at the time of his termination in violation of Labor Code section 203. As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 8 ("Wage Order 8"):

Meal Period Violations

As alleged above, Defendants failed in its affirmative obligation to provide Mr. Garcia and other aggrieved employees, with timely, duty-free, uninterrupted thirty-minute meal periods. See Labor Code §§ 226.7 and 512; Wage Order 8, § 11. As a result, Mr. Garcia and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. See Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

Due to their unlawful rest period policies and/or practices, Defendants did not authorize and permit aggrieved employees all rest periods to which they were legally entitled. Despite Defendants' violations, Defendants have not paid an additional hour of pay to Mr. Garcia and other aggrieved employees at their respective regular rates of pay for each violation in accordance with California Labor Code § 226.7. 26. Wage Order 8, § 12 and California Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked or major fraction thereof.

Overtime Violations

Defendants were required to properly compensate Mr. Garcia and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 8. Wage Order 8, § 3 requires an employer to pay an employee "one and one-half (1½) times [the] employee's regular rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in the workweek. Wage Order 8, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of 12 hours each work day and/or for work in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Mr. Garcia and other aggrieved employees to work overtime and hours but did not compensate Mr. Garcia or other aggrieved employees at one and one-half times their regular rate of pay for such hours.

Minimum Wage Violations

Wage Order 8, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked in amounts set by state law. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Mr. Garcia and the other aggrieved employees for all hours actually worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 8. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Garcia and other aggrieved employees with accurate and complete itemized wage statements that included, among other requirements, all minimum and overtime wages earned, meal and rest period premium wages earned, and the correct name

of the legal entity that is the employer, in violation of Labor Code § 226. Defendants' failure to furnish Mr. Garcia and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all their minimum and overtime wages and meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

Waiting Time Violations

Defendants failed to timely pay Mr. Garcia and other aggrieved employees all final wages due to them at their separation from employment, including all overtime and minimum wages, and all meal and rest period premium wages. Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment. Mr. Garcia is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Mr. Garcia and other aggrieved employees all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Mr. Garcia and other aggrieved employees their earned wages upon separation from employment results in a continued payment of wages up to thirty days from the time the wages were due.

As an "aggrieved employee," Mr. Garcia will initiate a civil action on behalf of himself and other similarly aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Mr. Garcia's own investigation, and on information and belief, Defendants committed the following Labor Code violations:

- a. Defendants violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Garcia and other aggrieved employees;
- b. Defendants violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Mr. Garcia and other aggrieved employees;
- c. Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Garcia and other aggrieved employees all overtime compensation earned;

- d. Defendants violated Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Garcia and other aggrieved employees the statutory minimum wage for all hours worked;
- e. Defendants violated Labor Code § 226 by failing to furnish Mr. Garcia and other aggrieved employees with accurate and complete itemized wage statements;
- f. Defendant violated Labor Code §§ 201-203, by failing to pay all final wages, including but not limited to all minimum and overtime wages and meal and rest period premium wages, to Mr. Garcia and other aggrieved employees upon their separation of employment from Defendant;
- g. Defendants violated Labor Code § 204 by failing to pay Mr. Garcia and other aggrieved employees all earned wages at least twice during each calendar month; and
- h. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Mr. Garcia and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Manning's Beef, LLC (via certified mail)

7017 2400 0000 5812 6652

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- | | | |
|--|----|--|
| ☐ Return Receipt (hardcopy) | \$ | |
| ☐ Return Receipt (electronic) | \$ | |
| ☐ Certified Mail Restricted Delivery | \$ | |
| ☐ Adult Signature Required | \$ | |
| ☐ Adult Signature Restricted Delivery | \$ | |

Postage

Manning's Beef, LLC
c/o Anthony Di Maria
9531 E. Beverly Rd.
Pico Rivera, CA 90660



EXHIBIT 6

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

August 17, 2021

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Rocio Navarro v. Manning's Beef, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Rocio Navarro in claims arising from her employment with Manning's Beef, LLC, and Does 1 through 100 ("Defendants"). Ms. Navarro is an "aggrieved employee" as defined by Labor Code sections 2699, *et seq.* due to Defendants' numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated.

Ms. Navarro worked for Defendants as a non-exempt employee in Defendants' meat packing facility from approximately 2017 through September 2019.

During Ms. Navarro's employment, Ms. Navarro was required to clock in and out for periods of work, and although Defendants recorded Ms. Navarro's hours worked to the minute, Defendants only paid Ms. Navarro in quarter of an hour increments. Defendants' rounding of time to the quarter of an hour was not even-handed, and has resulted in Ms. Navarro and aggrieved employees not being compensated for all hours worked.

Throughout Ms. Navarro's employment with Defendants, Defendants have failed to provide Ms. Navarro and other non-exempt employees with all statutorily mandated meal periods. Despite Defendants' written meal period policy, Ms. Navarro's meal periods were often late (i.e., commencing after the fifth hour of work), and short in duration (i.e., less than thirty (30) minutes). Moreover, Defendants' meal period policies/practices do not provide for a second meal period for shifts in excess of 10.0 hours, nor were Ms. Navarro and other aggrieved employees provided with a second meal period for shifts over 10.0 hours. In the event that a legally compliant meal period was not in fact provided, Ms. Navarro was not paid the meal period premium required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for paying meal period premiums when Defendants failed to provide a legally compliant meal period to Ms. Navarro and other aggrieved employees.

Defendants also failed to authorize and permit Ms. Navarro and other non-exempt employees all required rest periods. Specifically, Ms. Navarro was not always authorized and permitted to take all legally-compliant rest periods in a timely fashion due to work demands, which sometimes made it impossible to take all rest periods she was entitled to. Additionally, upon information and belief, supervisors of the aggrieved employees required the aggrieved employees to be at their workstations ready to begin working before the 10-minute rest period had concluded. Despite Defendants' failure to authorize and permit all required rest periods, Defendants did not pay Ms. Navarro any missed rest period premium payments as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to provide a legally compliant rest period.

As a result of Defendants' failure to pay minimum and overtime wages, and meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Navarro in violation of Labor Code section 226. Additionally, the wage statements provided to Ms. Navarro and other non-exempt employees fail to identify the correct name of the legal entity that is the employer.

Furthermore, Defendant failed to pay Ms. Navarro all wages owing to her at the time of his termination in violation of Labor Code section 203.

Meal Period Violations

As alleged above, Defendants failed in its affirmative obligation to provide Ms. Navarro and other aggrieved employees, with timely, duty-free, uninterrupted thirty-minute meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 8, § 11. As a result, Ms. Navarro and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

Due to their unlawful rest period policies and/or practices, Defendants did not authorize and permit aggrieved employees all rest periods to which they were legally entitled. Despite Defendants' violations, Defendants have not paid an additional hour of pay to Ms. Navarro and other aggrieved employees at their respective regular rates of pay for each violation in accordance with California Labor Code § 226.7. 26. Wage Order 8, § 12 and California Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked or major fraction thereof.

Overtime Violations

Defendants were required to properly compensate Ms. Navarro and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 8. Wage Order 8, § 3 requires an employer to pay an employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in excess of 8 hours per work day and/or in excess of 40 hours of work in the workweek. Wage Order 8, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of 12 hours each work day and/or for work in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Ms. Navarro and other aggrieved employees to work overtime and hours but did not compensate Ms. Navarro or other aggrieved employees at one and one-half times their regular rate of pay for such hours.

Minimum Wage Violations

Wage Order 8, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked in amounts set by state law. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Ms. Navarro and the other aggrieved employees for all hours actually worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 8. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Navarro and other aggrieved employees with accurate and complete itemized wage statements that included, among other requirements, all minimum and overtime wages earned, meal and rest period premium wages earned, and the correct name of the legal entity that is the employer, in violation of Labor Code § 226. Defendants’ failure to furnish Ms. Navarro and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all their minimum and overtime wages and meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants’ reported data.

Waiting Time Violations

Defendants failed to timely pay Ms. Navarro and other aggrieved employees all final wages due to them at their separation from employment, including all overtime and minimum wages, and all meal and rest period premium wages. Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment. Ms. Navarro is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Ms. Navarro and other aggrieved employees all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Ms. Navarro and other aggrieved employees their earned wages upon separation from employment results in a continued payment of wages up to thirty days from the time the wages were due.

As an "aggrieved employee," Ms. Navarro will initiate a civil action on behalf of herself and other similarly aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Ms. Navarro's own investigation, and on information and belief, Defendants committed the following Labor Code violations:

- a. Defendants violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Navarro and other aggrieved employees;
- b. Defendants violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Ms. Navarro and other aggrieved employees;
- c. Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Navarro and other aggrieved employees all overtime compensation earned;
- d. Defendants violated Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Ms. Navarro and other aggrieved employees the statutory minimum wage for all hours worked;
- e. Defendants violated Labor Code § 226 by failing to furnish Ms. Navarro and other aggrieved employees with accurate and complete itemized wage statements;

- f. Defendant violated Labor Code §§ 201-203, by failing to pay all final wages, including but not limited to all minimum and overtime wages and meal and rest period premium wages, to Ms. Navarro and other aggrieved employees upon their separation of employment from Defendant;
- g. Defendants violated Labor Code § 204 by failing to pay Ms. Navarro and other aggrieved employees all earned wages at least twice during each calendar month; and
- h. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Ms. Navarro and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC


Paul K. Haines

cc: Manning's Beef, LLC (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 08/18/2021

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8300 0047 1600 32

Our records indicate that this item was accepted by the USPS at:

USPS IN POSSESSION OF ITEM EL SEGUNDO, CA 90245 08/17/2021

ORIGINAL INTENDED RECIPIENT:

MANNING'S BEEF, LLC
C/O ANTHONY DI MARIA
9531 E. BEVERLY RD.
PICO RIVERA, CA 90660