

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: DocuSigned by:
Anthony Di Maria
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

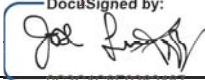
EXECUTION BY PARTIES AND COUNSEL:

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