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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

HILDA ALVAREZ, individually, and on behalf of
 all others similarly situated,

Plaintiff,

v.

CONAGRA FOODS PACKAGED FOODS, LLC,
 a limited liability company; CONAGRA BRANDS,
 INC., a Delaware corporation

Defendants.

Case No. 21STCV37375

*Assigned for all purposes to the Honorable
 Carolyn B. Kuhl, Department SSC-12*

COMPLEX ACTION

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

PAGA Case No.	
LWDA-CM-847785-21:	10/08/2021
State Action Filed:	10/21/2021
Removed:	11/17/2021
FAC Filed:	05/05/2022
Remanded:	05/22/2023
Trial Date:	None Set

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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff HILDA ALVAREZ (“Plaintiff”) and Defendant CONAGRA FOODS PACKAGED FOODS, LLC, and Defendant CONAGRA BRANDS, INC. (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. Action. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Alvarez v. Conagra Foods Packaged Foods, LLC, et al.*, initiated on October 21, 2021, and pending in the Superior Court of the State of California, County of Los Angeles.

1.2. Administrator. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. Administration Expenses Payment. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. Aggrieved Employee. “Aggrieved Employee” or “PAGA Member” means all non-exempt employees employed by Defendants in Oakdale, California at any time during the PAGA Period.

1.5. Class. “Class” means non-exempt employees employed by Defendants in Oakdale, California at any time during the Class Period.

1.6. Class Counsel. “Class Counsel” means Moon Law Group, PC including Kane Moon, Allen Feghali, and Michael M. Citrin.

1.7. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. Class Data. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods they worked respectively.

1.9. Class Member or Settlement Class Member. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. Class Member Address Search. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. Class Notice. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12. Class Period. “Class Period” means the time period beginning on January 16, 2021 and ending on the date the Court grants Preliminary Approval or an earlier date Defendants select pursuant to the Gross Settlement Amount Escalation Option.

1.13. Class Representative. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. Class Representative Service Payment. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. Court. “Court” means the Superior Court of California, County of Los Angeles.

1.16. Defendants. “Defendants” means named Defendant Conagra Foods Packaged Foods, LLC, and named Defendant Conagra Brands, Inc.

1.17. Defense Counsel. “Defense Counsel” means Husch Blackwell LLP, including Josef S. Glynias, Andrew J. Weissler, Scott D. Meyers, and Allison M. Scott.

1.18. Effective Date. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or

more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. Exhibits. “Exhibits” mean the five (5) exhibits attached to this Settlement Agreement including **Exhibit A** (Plaintiff’s PAGA Notice); **Exhibit 1** (draft Class Notice); **Exhibit 2** (draft Preliminary Approval Order); **Exhibit 3** (draft Final Approval Order); and **Exhibit 4** (draft Final Judgment).

1.20. Final Approval. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21. Final Approval Order. “Final Approval Order” means the Court’s order, substantially in the form attached as **Exhibit 3**, which shall, among other things, finally approve the fairness, reasonableness, and adequacy of this Settlement Agreement.

1.22. Final Approval Hearing. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.23. Final Judgment. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.24. Gross Settlement Amount. “Gross Settlement Amount” means one million dollars and zero cents (\$1,000,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided by the Gross Settlement Amount Escalation Option and in Paragraph 9.1 (Defendants’ Option to Withdraw if Requests for Exclusion Exceed Ten Percent (10%)) below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administrator’s Expenses Payment.

1.25. Gross Settlement Amount Escalation Option. “Gross Settlement Amount Escalation Option” means the conditional provision that provides that if the actual number of Workweeks worked by Class Members exceeds forty thousand (40,000) Workweeks by twenty percent (20%), meaning that the actual Workweeks are more than forty-eight thousand (48,000) Workweeks, then Defendants shall have the option to either (i) establish the end date of the Class Period as of the 48,000th Workweek, which shall

end the Class Period and the PAGA Period, or (ii) pay additional money for the additional release periods commensurate with the number of Workweeks that exceed 48,000 Workweeks.

1.26. Individual Class Payment. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Pay Periods worked during the PAGA Period.

1.27. Individual PAGA Payment. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.28. Judgment. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.29. LWDA. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.30. LWDA PAGA Payment. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.31. Net Settlement Amount. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.32. Non-Participating Class Member. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.33. PAGA. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.34. PAGA Notice. “PAGA Notice” means Plaintiff’s October 8, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a), which is attached as **Exhibit 1**.

1.35. PAGA Pay Period. “PAGA Pay Period” means any 14-day pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.36. PAGA Penalties. “PAGA Penalties” means the total amount of seventy-five thousand dollars and zero cents (\$75,000.00) in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees or (\$18,750.00) and the 75% to LWDA (\$56,250.00) in settlement of PAGA claims.

1.37. PAGA Period. “PAGA Period” means the time period beginning on January 16, 2021 and ending on the date the Court grants Preliminary Approval or an earlier date Defendants select pursuant to the Gross Settlement Amount Escalation Option.

1.38. Participating Class Member. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.39. Plaintiff. “Plaintiff” means plaintiff Hilda Alvarez, the named plaintiff in the Action.

1.40. Plaintiff’s Further Released Claims. “Plaintiff’s Further Released Claims” means the claims and causes of action, except for any claims or causes of action arising out of the obligations created in this Agreement, Plaintiff, individually, and in addition to Plaintiff’s release of the Released Class Claims and Released PAGA Claims, expressly and further releases against the Released Parties including by waiver of all rights, protections, and benefits under California Civil Code section 1542, which shall include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, such as by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.*; and the law of contract and tort. Plaintiff’s Further Released Claims excludes the release of claims not permitted by law.

1.41. Preliminary Approval. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.42. Preliminary Approval Order. “Preliminary Approval Order” means the order granting preliminary approval of stipulation of class and PAGA representative action settlement, substantially in the form attached as **Exhibit 2**, which shall, among other things, preliminarily approve the fairness,

reasonableness, and adequacy of this Settlement Agreement.

1.43. Released Class Claims. “Released Class Claims” means the claims being released as described in Paragraph 5.3 (Release of Released Class Claims by Participating Class Members Who Are Not Aggrieved Employees) below.

1.44. Released PAGA Claims. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 (Release of Released PAGA Claims by Non-Participating Class Members Who Are Aggrieved Employees) below.

1.45. Released Parties. “Released Parties” means Defendants and any past, present or future parent, subsidiary, affiliate, predecessor or successor, and all agents, managing employees, owners, shareholders, insurers, reinsurers, assigns, officers, directors and attorneys thereof, who may be held liable for any of the Released Class Claims and Released PAGA Claims.

1.46. Request for Exclusion. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.47. Response Deadline. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, which shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.48. Settlement. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.49. Workweek. “Workweek” means any week during which a Class Member worked for Defendants in California for at least one day, during the Class Period.

2. RECITALS.

2.1. 10/08/21 Plaintiff’s PAGA Notice to the LWDA and Defendants in LWDA Case No. LWDA-CM-847785-21. On October 8, 2021, pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice, in LWDA Case No. LWDA-CM-847785-21, a copy of which is attached hereto as Exhibit 1.

2.2. 10/21/21 Commencement of Action and Complaint. On October 21, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants alleging (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged and quitting employees; and (8) unfair and unlawful business practices.

2.3. 05/05/22 First Amended Complaint and Operative Complaint. On May 5, 2022, Plaintiff filed a First Amended Complaint alleging a Ninth Cause of Action against Defendants for PAGA claims based on Plaintiff's PAGA Notice. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.4. 09/12/22 Private Mediation and Negotiations Leading to this Agreement. On September 12, 2022, the Parties participated in an all-day mediation presided over by a professional with an experienced wage and hour class action mediator, Mr. Steve Rottman, which led to the Parties' April 26, 2023 execution of memorandum of understanding that included the material terms of a class and representative action ("MOU") which formed the basis of this Agreement to settle the Action.

2.5. Exchange of Information Prior to Mediation. Prior to mediation, Plaintiff and Class Counsel engaged in substantial investigation about the Defendants' business practices in California. Plaintiff obtained documents, data, and information from Defendants and other sources. As a condition of mediation, the Parties engaged in extensive informal exchange of information. Plaintiff obtained Defendants' wage and hour business policies in effect during the Class Period as well as a sampling of Class Member time and pay records consisting of a large volume of data and consisting of millions of data points. Accordingly, Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6. This Court has Not Certified a Class in this Action. The Court has not granted class

1 certification, nor has Plaintiff moved for class certification.

2 2.7. The Parties are Unaware of Other Pending Matters that Will be Extinguished of Affected
3 by the Settlement. The Parties, Class Counsel, and Defense Counsel represent they are not aware of any
4 other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

5 **3. MONETARY TERMS.**

6 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9.1 (Defendants'
7 Option to Withdraw if Requests for Exclusion Exceed Ten Percent (10%)) below, Defendants promise to
8 pay no less than one million dollars and zero cents (\$1,000,000.00), subject to the Gross Settlement
9 Amount Escalation Option, whichever amount is greater, as the Gross Settlement Amount and to
10 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class
11 Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior
12 to the deadline stated in Paragraph 4.3 (Defendants' Funding of Gross Settlement Amount Within 30 Days
13 of the Effective Date) of this Agreement. The Administrator will disburse the entire Gross Settlement
14 Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any
15 claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

16 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
17 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final
18 Approval:

19 3.2.1. Class Representative Service Payment to Plaintiff. A Class Representative Service
20 Payment to the Class Representative of not more than seven thousand, five hundred dollars, and zero cents
21 (\$7,500.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class
22 Representative is entitled to receive as a Participating Class Member). Defendants will not oppose
23 Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part
24 of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek
25 Court approval for any Class Representative Service Payments no later than 16 court days prior to the
26 Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the
27 amount requested, then the Administrator will retain the remainder in the Net Settlement Amount. The
28 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes

1 full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

2 3.2.2. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to
3 Class Counsel. A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement
4 Amount, which is currently estimated to be three hundred thirty-three thousand, three hundred thirty-three
5 dollars, and thirty-three cents (\$333,333.33) and a Class Counsel Litigation Expenses Payment of not
6 more than twenty-five thousand dollars and zero cents (\$25,000.00). Defendants will not oppose requests
7 for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a
8 motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court
9 days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a
10 Class Counsel Litigation Expenses Payment less than the amounts requested, then the Administrator will
11 allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class
12 Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the Class Counsel Fee
13 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class
14 Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class
15 Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and
16 the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies
17 Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

18 3.2.3. Administrator Expenses Payment to the Administrator. An Administrator Expenses
19 Payment not to exceed twenty thousand dollars and zero cents (\$20,000.00) except for a showing of good
20 cause and as approved by the Court. To the extent the Administration Expenses are less or the Court
21 approves payment less than \$20,000.00, the Administrator will retain the remainder in the Net Settlement
22 Amount.

23 3.2.4. Individual Class Payments to Each Participating Class Member and Calculation
24 Individual Class Payments. An Individual Class Payment calculated by (a) dividing the Net Settlement
25 Amount by the total number of Workweeks worked by all Participating Class Members during the Class
26 Period and (b) multiplying the result by each Participating Class Member's Workweeks.

27 3.2.4.1. Tax Allocation of Individual Class Payments as One-Third (1/3) Wage
28 Portion and as Two-Thirds (2/3) Non-Wage Portion. One-third (1/3) of each Participating Class Member's

Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding, which withholding shall be done and remitted to the applicable government authorities by the Administrator, and will be reported on an IRS W-2 Form. Two-thirds (2/3) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. PAGA Penalties to the LWDA and Aggrieved Employees. PAGA Penalties in the amount of seventy-five thousand dollars and zero cents (\$75,000.00) to be paid from the Gross Settlement Amount, with 75%, i.e., fifty-six thousand, two hundred fifty dollars, and zero cents (\$56,250.00) allocated to the LWDA PAGA Payment and 25% i.e., eighteen thousand, seven hundred fifty dollars, and zero cents (\$18,750.00) allocated to the Individual PAGA Payments.

3.2.5.1. Calculation of Individual PAGA Payments to Aggrieved Employees and Calculation of Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of the seventy-five thousand dollars and zero cents (\$75,000.00) amount in PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. Tax Allocation of Individual PAGA Payments as Non-Wages. If the Court approves PAGA Penalties of less than the amount requested, then the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

1 4.1. Class Workweeks and Aggrieved Employee Pay Periods Estimate. Based on a review of
2 its records during the Class Period, Defendants estimate there are 482 Class Members, who collectively
3 worked approximately 40,000 Workweeks, all of whom (i.e., 482) are Aggrieved Employees, who worked
4 approximately 20,000 PAGA Pay Periods.

5 4.2. Defendants' Transfer of Class Data to the Administrator. Not later than 15 days after the
6 Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class
7 Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members'
8 privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for
9 purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
10 employees who need access to the Class Data to effect and perform under this Agreement. Defendants
11 have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted
12 class member identifying information and to provide corrected or updated Class Data as soon as
13 reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data
14 to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
15 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

16 4.3. Defendants' Funding of Gross Settlement Amount Within 30 Days of the Effective Date.
17 Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully
18 pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 30 days
19 after the Effective Date.

20 4.4. Administrator's Payments from the Gross Settlement Amount Within 14 Days of
21 Receiving the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement
22 Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA
23 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
24 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
25 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and
26 the Class Representative Service Payment shall not precede disbursement of Individual Class Payments
27 and Individual PAGA Payments.

28 4.4.1. Administrator's National Change of Address Search and Individual Class Payment

1 and/or Individual PAGA Payment Mailings by First Class U.S. Mail with 180 Day Void Date. The
2 Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and
3 send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall
4 prominently state the date (not less than 180 days after the date of mailing) when the check will be voided.
5 The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks
6 for Individual Settlement Payments to all Participating Class Members (including those for whom Class
7 Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to
8 all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
9 Employees (including those for whom Class Notice was returned undelivered). The Administrator may
10 send Participating Class Members a single check combining the Individual Class Payment and the
11 Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the
12 recipients' mailing addresses using the National Change of Address Database.

13 4.4.2. Administrator's Re-Mailing of Undelivered and Returned Individual Class
14 Payment and/or Individual PAGA Payment Checks Within Seven (7) Days of Receipt. The Administrator
15 must conduct a Class Member Address Search for all other Class Members whose checks are returned
16 undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check the
17 Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained
18 through the Class Member Address Search. The Administrator need not take further steps to deliver checks
19 to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly
20 send a replacement check to any Class Member whose original check was lost or misplaced, requested by
21 the Class Member prior to the void date.

22 4.4.3. Administrator's Transfer of Void Individual Class Payment and Individual PAGA
23 Payment Amounts to the State Unclaimed Property Division. For any Class Member whose Individual
24 Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date,
25 the Administrator shall transmit the amount of the Individual Class Payment and Individual PAGA
26 Payment to the California State Controller's Office in accordance with California Unclaimed Property
27 Law so that the Class Member will have his or her Individual Class Payment available to him or her per
28 the applicable claim procedure to request that money from the State of California. Therefore, there will

1 be no unpaid residue or unclaimed or abandoned class member funds and the California Code of Civil
2 Procedure section 384 shall not apply.

3 4.4.4. No Employee Benefits Conferred as a Result of Individual Class Payments and/or
4 Individual PAGA Payments. The payment of Individual Class Payments and Individual PAGA Payments
5 shall not obligate Defendants to confer any additional benefits or make any additional payments to Class
6 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

7 **5. RELEASES OF CLAIMS.**

8 5.1. Releases of Claims Against Released Parties When Gross Settlement Amount Paid in Full.
9 Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all
10 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
11 Members, and Class Counsel will release claims against all Released Parties as follows:

12 5.2. Plaintiff's Release of Plaintiff's Further Released Claims Against Defendants. Plaintiff and
13 Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, administrators, successors,
14 and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences
15 up to the signing of this Agreement, including any claims or causes of action related to Plaintiff's
16 employment with Defendants, which shall include all claims for lost wages and benefits, emotional
17 distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local
18 laws for discrimination, harassment, and wrongful termination, such as by way of example only, (as
19 amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with
20 Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and
21 Housing Act; the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*; federal common law; and the
22 Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.*; and the law of contract and tort.
23 Plaintiff's Further Released Claims do not extend to any claims or actions to enforce this Agreement, to
24 any claims for vested benefits, or any claims that may not be released as a matter of including releases of
25 unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that
26 arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff
27 may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
28 believes to be true but agrees, nonetheless, that Plaintiff's Further Released Claims shall be and remain

1 effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

2 5.2.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
3 purposes of Plaintiff's release of Plaintiff's Further Released Claims, Plaintiff expressly waives and
4 relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which
5 reads:

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

10 5.3. Release of Released Class Claims by Participating Class Members Who Are Not
11 Aggrieved Employees. All Participating Class Members, on behalf of themselves and their respective
12 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are
13 deemed to release Released Parties from any and all claims, debts, liabilities, demands, obligations,
14 guarantees, costs, expenses, attorneys' fees, damages, action or causes of action arising out of the
15 allegations and claims asserted in the operative First Amended Complaint including, without limitation,
16 any and all claims for alleged unpaid wages (including but not limited to minimum, overtime, final pay
17 upon termination), alleged unpaid meal and rest period premiums, failure to pay timely wages, failure to
18 maintain required records, failure to provide accurate itemized wage statements, and penalties arising
19 under the California Labor Code (including PAGA), California Civil Code, or Business & Professions
20 Code (including Section 17200, *et seq.*), and claims for restitution and other equitable relief, liquidated
21 damages, or penalties; and any other benefit claimed on account of the allegations asserted in the operative
22 complaint. This release shall apply to all claims arising at any point during the Class Period. Released
23 Class Claims for the Class Members include all claims arising under the California Labor Code (including,
24 but not limited to, sections 201, 201.3, 202, 203, 204, 210, 216, 218.6, 221, 224, 225, 225.5, 226.7, 227.3,
25 510, 511, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.2, 1198, and 2698, *et seq.*); the Wage Orders
26 of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004
27 ("PAGA"); California Business and Professions Code section 17200, *et seq.*; the California Civil Code,
28 to include, but not limited to, section 3336 and 3294; the California common law of contract, based on all

allegations and claims asserted or that may be reasonably asserted based on the facts alleged in the operative First Amended Complaint. Except as set forth in Paragraph 5.4 (Release of Released PAGA Claims by Non-Participating Class Members Who Are Aggrieved Employees) of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Release of Released PAGA Claims by Non-Participating Class Members Who Are Aggrieved Employees. All Non-Participating Class Members who are Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and Plaintiff's PAGA Notice in LWDA Case No. LWDA-CM-847785-21 including, e.g., all claims, rights, demands, liabilities and causes of action arising during the PAGA Period that were alleged or reasonably could have been alleged based on the facts asserted in the Operative Complaint in the Action, including the following claims or causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged and quitting employees; (8) unfair and unlawful business practices; (9) civil penalties pursuant to PAGA and includes the release of PAGA Claims; and (10) all related violations of the Industrial Wage Commission's Wage Orders and the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 210, 216, 218.6, 221, 224, 225, 225.5, 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.2, 1198, and 2698, *et seq.*) arising during the PAGA Period that were alleged or reasonably could have been alleged based on the facts asserted in the Operative Complaint in the Action.

6. MOTION FOR PRELIMINARY APPROVAL.

6.1. Motion for Preliminary Approval of Settlement Filing. The Parties agree to jointly prepare

1 and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the
2 Court’s current checklist for Preliminary Approvals.

3 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
4 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
5 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
6 Settlement under *Dunk/Kullar* and a request for approval of the Settlement under Labor Code section
7 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of
8 Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching
9 its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve;
10 competency; operative procedures for protecting the security of Class Data; amounts of insurance
11 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or
12 potential conflicts of interest with Class Members; and the nature and extent of any financial relationship
13 with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
14 willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts
15 of interest with Class Members and the Administrator; (v) a signed declaration from each Class Counsel
16 firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of
17 all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
18 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
19 subd. (l)(2)); (vi) a redlined version of the Parties’ Agreement showing all modifications made to the
20 Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential
21 conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class
22 Counsel shall aver that they are aware of the other pending actions that assert claims that will be
23 extinguished or adversely affected by the Settlement.

24 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for
25 expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full
26 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval;
27 and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is
28 responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, then Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator also agrees that it shall comply with US Treasury Regulation Section 1.486B-1 in the performance of the Administrator's duties. The Administrator further agrees that it shall inform Defendants of the amount of the employer payroll withholding that was withheld and reported under the terms of this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 1.468B-1, including the filing of an income tax return for the QSF.

7.4. Notice to Class Members.

7.4.1. Administrator's Report of Class Data Receipt. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

1 7.4.2. Administrator's National Change of Address Search and Prompt Mailing of Class
2 Notices by First Class U.S. Mail Within 14 Days of Receipt of Class Data. Using best efforts to perform
3 as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator
4 will send to all Class Members identified in the Class Data, via first-class United States Postal Service
5 ("USPS") mail, the Class Notice with a Spanish translation, substantially in the form attached to this
6 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts
7 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the
8 number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before
9 mailing Class Notices, the Administrator shall update Class Member addresses using the National Change
10 of Address database.

11 7.4.3. Administrator's Re-Mailing of Undelivered and Returned Class Notices. Not later
12 than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as
13 undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by
14 the USPS. If the USPS does not provide a forwarding address, then the Administrator shall conduct a
15 Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The
16 Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members
17 whose Class Notice is returned by the USPS a second time.

18 7.4.4. Class Member Response Deadline 15-Day Extension for Re-Mailed Class Notices.
19 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and
20 Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in
21 the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class
22 Member of the extended deadline with the re-mailed Class Notice.

23 7.4.5. The Parties' Identification of Potential Class Members Not Included in the Class
24 Data. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any
25 persons who believe they should have been included in the Class Data and should have received Class
26 Notice, then the Parties will expeditiously meet and confer in person or by telephone, in good faith, in an
27 effort to agree on whether to include them as Class Members. If the Parties agree, then such persons will
28 be Class Members entitled to the same rights as other Class Members, and the Administrator will send,

via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Member Opt-Out Request Requirements. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. Administrator's Determination of Opt-Out Request Validity. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, then the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Binding Nature of Released Class Claims on Class Members who do Not Timely Request Exclusion. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.3 (Release of Released Class Claims by Participating Class Members Who Are Not Aggrieved Employees) of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. No Release of Released Class Claims by Class Members who Timely Request

1 Exclusion. Every Class Member who submits a valid and timely Request for Exclusion is a Non-
2 Participating Class Member and shall not receive an Individual Class Payment or have the right to object
3 to the class action components of the Settlement. Because future PAGA claims are subject to claim
4 preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees
5 are deemed to release the claims identified in Paragraph 5.4 (Release of Released PAGA Claims by Non-
6 Participating Class Members Who Are Aggrieved Employees) of this Agreement and are eligible for an
7 Individual PAGA Payment.

8 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the
9 Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice
10 is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to
11 the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating
12 with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class
13 Member to submit supporting documentation. In the absence of any contrary documentation, the
14 Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long
15 as they are consistent with the Class Data. The Administrator's determination of each Class Member's
16 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to
17 challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks
18 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the
19 challenges.

20 7.7. Objections to Settlement.

21 7.7.1. Participating Class Member Objections. Only Participating Class Members may
22 object to the class action components of the Settlement and/or this Agreement, including contesting the
23 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
24 Litigation Expenses Payment and/or Class Representative Service Payment.

25 7.7.2. Participating Class Member Objections Requirements. Participating Class
26 Members may send written objections to the Administrator, by fax, email, or mail. In the alternative,
27 Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal
28 objections at the Final Approval Hearing. A Participating Class Member who elects to send a written

objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members' Lack of Rights to Object to the Settlement. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The

Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATE AND ESCALATOR CLAUSE.

8.1. Class Size Estimate. Based on a review of its records during the Class Period, Defendants estimate there are 482 Class Members, who collectively worked approximately 40,000 Workweeks, of whom 482 are Aggrieved Employees, who worked approximately 20,000 PAGA Pay Periods.

8.2. Defendants' Election Under the Gross Settlement Amount Escalation Option. If the actual number of Workweeks worked by Class Members exceeds forty thousand (40,000) Workweeks by twenty

percent (20%), meaning that the actual Workweeks are more than forty-eight thousand (48,000) Workweeks, then Defendants shall have the option to either (i) establish the end date of the Class Period as of the 48,000th Workweek, which shall end the Class Period and the PAGA Period, or (ii) pay additional money for the additional release periods commensurate with the number of Workweeks that exceed 48,000 Workweeks).

9. DEFENDANTS' RIGHT TO WITHDRAW.

9.1. Defendants' Option to Withdraw if Requests for Exclusion Exceed Ten Percent (10%). If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendants may, but is not obligated, elect to withdraw from and nullify the Settlement. The Parties agree that, if Defendants withdraw, then the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel in writing of its election or intent to withdraw at least 14 days prior to exercising this option in order to give the Parties an opportunity to meet and confer and Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

10.1. Motion for Final Approval of Settlement Filing. No later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code Section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.2. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five

(5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after

remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT.

11.1. Agreement to Submit Proposed Amended Judgment as Necessary. If any amended judgment is required under Code of Civil Procedure Section 384, then the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, then Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement

1 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate
2 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena
3 issued by a state or federal government agency. Each Party agrees to immediately notify each other Party
4 of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
5 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation
6 or other communication, before the filing of the Motion for Preliminary Approval, any with third party
7 regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the
8 matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
9 communications with Class Members in accordance with Class Counsel’s ethical obligations owed to
10 Class Members.

11 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
12 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
13 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate
14 with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

15 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
16 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
17 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to
18 or by any Party.

19 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
20 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action
21 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and
22 to execute any other documents reasonably required to effectuate the terms of this Agreement including
23 any amendments to this Agreement.

24 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best
25 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
26 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
27 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
28 to implement the Settlement, or on any modification of the Agreement that may become necessary to

1 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

2 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
3 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
4 any person or entity and portion of any liability, claim, demand, action, cause of action, or right released
5 and discharged by the Party in this Settlement.

6 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
7 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
8 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
9 or otherwise.

10 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
11 modified, changed, or waived only by an express written instrument signed by all Parties or their
12 representatives, and approved by the Court.

13 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
14 benefit of, the successors of each of the Parties.

15 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
16 governed by and interpreted according to the internal laws of the state of California, without regard to
17 conflict of law principles.

18 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
19 this Agreement. This Agreement will not be construed against any Party on the basis that the Party was
20 the drafter or participated in the drafting.

21 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
22 during Action and in this Agreement relating to the confidentiality of information shall survive the
23 execution of this Agreement.

24 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
25 Code Section 1152, and all copies and summaries of the Class Data provided to Class Counsel by
26 Defendants in connection with the mediation, other settlement negotiations, or in connection with the
27 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used
28 in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days

1 after the date when the Court discharges the Administrator's obligation to provide a Declaration
2 confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic
3 versions of Class Data received from Defendants, unless, prior to the Court's discharge of the
4 Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather
5 than the destructions, of Class Data.

6 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
7 inserted for convenience of reference only and does not constitute a part of this Agreement.

8 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
9 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
10 legal holiday, such date or deadline shall be on the first business day thereafter.

11 12.17. Notice. All notices, demands or other communications between the Parties in connection
12 with this Agreement will be in writing and deemed to have been duly given as of the third business day
13 after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

14 To Plaintiff:

15 Kane Moon (SBN 249834)
16 Allen Feghali (SBN 301080)
17 Michael M. Citrin (SBN 335033)
18 **MOON LAW GROUP, PC**
19 1055 West Seventh Street, Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

20 To Defendants:

21 Josef S. Glynias [*Pro Hac Vice*]
22 Andrew J. Weissler [*Pro Hac Vice*]
23 Scott D. Meyers [*Pro Hac Vice*]
24 **HUSCH BLACKWELL LLP**
190 Carondelet Plaza, Suite 600
Saint Louis, Missouri 63105
Telephone: (314) 480-1500
Facsimile: (314) 480-1505

25 Allison Scott (Cal. SBN 305989)
26 **HUSCH BLACKWELL LLP**
300 South Grand Avenue, Suite 1500
27 Los Angeles, California 90071
Telephone: (213) 337-6567
28 Facsimile: (213) 337-6551

1 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
2 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be
3 accepted as an original. All executed counterparts and each of them will be deemed to be one and the same
4 instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed
5 counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

6 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
7 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that
8 upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend
9 the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this
10 settlement process.

11 * * * *Remainder of Page Intentionally Blank – Signature Page Follows* * * *

1 **AGREED:**

2 DATED: 9/6/2023

**Plaintiff HILDA ALVAREZ, individually, and
on behalf of all others similarly situated**

DocuSigned by:
By: Hilda Alvarez
3A5C580F35884D2...
HILDA ALVAREZ

5 DATED: September 6, 2023

**Defendant CONAGRA FOODS PACKAGED
FOODS, LLC**

By: Hank Turner
HANK TURNER

Vice President & Chief Legal Counsel – Litigation,
Defendant CONAGRA FOODS PACKAGED
FOODS, LLC

11 DATED: September 6, 2023

Defendant CONAGRA BRANDS, INC.

By: Hank Turner
HANK TURNER

Vice President & Chief Legal Counsel – Litigation,
Defendant CONAGRA BRANDS, INC.

16 **APPROVED AS TO FORM:**

17 DATED: September 6, 2023

MOON LAW GROUP, PC

By: Allen Peghali
ALLEN PEGHALI

Attorneys for Plaintiff HILDA ALVAREZ

21 DATED: 9/6/2023

HUSCH BLACKWELL LLP

DocuSigned by:
By: Josef S. Glynias
2FB13B6CB82942A...
JOSEF S. GLYNIAS
ANDREW J. WEISSLER
SCOTT D. MEYERS
ALLISON M. SCOTT

Attorneys for Defendants CONAGRA FOODS
PACKAGED FOODS, LLC and CONAGRA
BRANDS, INC.

EXHIBIT 1

**(PLAINTIFF'S OCTOBER 8, 2021 PRIVATE
ATTORNEYS GENERAL ACT NOTICE IN
LWDA, CASE NO. LWDA-CM-847785-21)**

EXHIBIT A

([PROPOSED] COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL)

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Alvarez v. Conagra Foods Packaged Foods, LLC, et al, Los Angeles Superior Court, Case No. 21STCV37375

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against Conagra Foods Packaged Foods, LLC and Conagra Brands, Inc. (collectively "ConAgra" or "Defendants") for alleged wage and hour violations. The Action was filed by former Conagra employee Hilda Alvarez ("Plaintiff") and seeks payment of (1) back wages for a class of hourly, non-exempt employees ("Class Members") who worked for Conagra during the Class Period January 16, 2021 through the date of preliminary approval; and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly, non-exempt employees who worked for Conagra during the PAGA Period January 28, 2021 through the date of preliminary approval ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Conagra to fund Individual Class Payments, and (2) a PAGA Settlement requiring Conagra to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Conagra's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$[Pro-rata Individual Class Payment] (less withholding) and your Individual PAGA Payment is estimated to be \$[Pro-rata Individual PAGA Payment]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Conagra's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Conagra's records showing that **you worked [Workweeks in Class Data] workweeks during the Class Period and you worked [Pay Periods in Class Data] pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Conagra to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Conagra.

If you worked for Conagra during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Conagra.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Conagra, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Conagra will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Conagra and Released Parties (defined below) that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [45 Days after Class Notice Mailing]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Conagra must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [45 Days after Class Notice Mailing]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [Date - TBD] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [Date - TBD]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [45 Days after Class Notice Mailing]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Conagra's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [45 Days after Class Notice Mailing]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Conagra employee. The Action accuses Conagra of violating California labor laws by (1) failing to pay minimum wages; (2) failing to pay overtime wages; (3) failing to provide required meal periods; (4) failing to provide required rest periods; (5) failing to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failing to furnish accurate itemized wage statements; (7) failing to pay timely and all wages due to discharged and quitting employees; and (8) for unfair and unlawful business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General

Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: Moon Law Group, PC (“Class Counsel.”)

Conagra strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Conagra or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Conagra hired an experienced, neutral mediator and participated in an all-day mediation that involved the extensive informal exchange of information including Conagra’s written wage and hour policies and a sampling of Class Member time and pay records in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Conagra have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Conagra does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Conagra has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Conagra Will Pay No Less Than \$1,000,000.00 as the Gross Settlement Amount (Gross Settlement). Conagra has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Conagra will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$333,333.33 or one-third (1/3) of the Gross Settlement Amount to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$20,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$75,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Conagra are asking the Court to approve an allocation of one-third (1/3) of each Individual Class Payment to taxable wages (“Wage Portion”) and two-thirds (2/3) to non-wage penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Conagra will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Conagra have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [45 Days after Class Notice Mailing], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [45 Days after Class Notice Mailing] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Conagra.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Conagra based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Conagra have agreed that, in either case, the Settlement will be void: Conagra will not pay any money and Class Members will not release any claims against Conagra.

8. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Conagra has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class

Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Conagra or any “Released Parties” for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release of Released Class Claims:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action arising out of the allegations and claims asserted in the operative First Amended Complaint including, without limitation, any and all claims for alleged unpaid wages (including but not limited to minimum, overtime, final pay upon termination), alleged unpaid meal and rest period premiums, failure to pay timely wages, failure to maintain required records, failure to provide accurate itemized wage statements, and penalties arising under the California Labor Code (including PAGA), California Civil Code, or Business & Professions Code (including Section 17200, *et seq.*), and claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit claimed on account of the allegations asserted in the operative complaint. This release shall apply to all claims arising at any point during the Class Period. Released Class Claims for the Class Members include all claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 210, 216, 218.6, 221, 224, 225, 225.5, 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.2, 1198, and 2698, *et seq.*); the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (“PAGA”); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include, but not limited to, section 3336 and 3294; the California common law of contract, based on all allegations and claims asserted or that may be reasonably asserted based on the facts alleged in the operative First Amended Complaint. Except may be released as part of The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

“Released Parties” means:

Conagra and any past, present or future parent, subsidiary, affiliate, predecessor or successor, and all agents, managing employees, owners, shareholders, insurers, reinsurers, assigns, officers, directors and attorneys thereof, who may be held liable for any of the Released Class Claims and Released PAGA Claims.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Conagra has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Conagra, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Conagra or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Participating Class Members and all Non-Participating Class Members who are Aggrieved Employees will be bound by the following release of Released PAGA Claims:

All Non-Participating Class Members who are Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and Plaintiff's PAGA Notice in LWDA Case No. LWDA-CM-847785-21 including, e.g., all claims, rights, demands, liabilities and causes of action arising during the PAGA Period that were alleged or reasonably could have been alleged based on the facts asserted in the Operative Complaint in the Action, including the following claims or causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged and quitting employees; (8) unfair and unlawful business practices; (9) civil penalties pursuant to PAGA and includes the release of PAGA Claims; and (10) all related violations of the Industrial Wage Commission's Wage Orders and the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 210, 216, 218.6, 221, 224, 225, 225.5, 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.2, 1198, and 2698, *et seq.*) arising during the PAGA Period that were alleged or reasonably could have been alleged based on the facts asserted in the Operative Complaint in the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing **\$18,750.00** by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Conagra's records, are stated in the first page of this Notice. You have until **[45 Days after Class Notice Mailing]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Conagra's calculation of Workweeks and/or Pay Periods based on Conagra's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single

Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as "*Alvarez v. Conagra Foods Packaged Foods, LLC*" and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [45 Days after Class Notice Mailing], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Conagra are asking the Court to approve. At least [Date - 16 court days] days before the [Date - TBD] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [Proposed Administrator – TBD] website address] or the Superior Court's website (<https://www.lacourt.org/casesummary/ui/>).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [45 Days after Class Notice Mailing].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action "*Alvarez v. Conagra Foods Packaged Foods, LLC*" and include your name, current address, telephone number, and approximate dates of employment for Conagra and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [Date - TBD] at [Time - TBD] in Department 12 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://my.lacourt.org/laccwelcome>) Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Superior

Court's website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV37375 beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Conagra and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [Proposed Administrator – TBD]'s website at [Proposed Administrator – TBD - website address]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to: <https://www.lacourt.org/casesummary/ui/> and entering the Case Number for the Action, Case No. 21STCV37375. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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 kmoon@moonlawgroup.com
 Allen Feghali (SBN 301080)
 afeghali@moonlawgroup.com
 Michael M. Citrin (SBN 335033)
 mcitrin@moonlawgroup.com
MOON LAW GROUP, PC
 1055 West Seventh Street, Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

Settlement Administrator:

[Proposed Administrator – TBD]
 [Proposed Administrator – TBD] Email Address]
 [Proposed Administrator – TBD] Mailing Address]
 [Proposed Administrator – TBD] Telephone]
 [Proposed Administrator – TBD] Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund's website (https://www.sco.ca.gov/upd_msg.html) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

(DRAFT PRELIMINARY APPROVAL ORDER)

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Attorneys for Plaintiff HILDA ALVAREZ

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

HILDA ALVAREZ, individually, and on behalf of
 all others similarly situated,

Plaintiff,

v.

CONAGRA FOODS PACKAGED FOODS, LLC,
 a limited liability company; CONAGRA BRANDS,
 INC., a Delaware corporation,

Defendants.

Case No. 21STCV37375

*Assigned for all purposes to the Honorable
 Carolyn B. Kuhl, Department SSC-12*

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

Filed concurrently with (1) Plaintiff's Notice and
 Motion; (2) Declaration of Hilda Alvarez; (3)
 Declaration of Kane Moon; (4) Declaration of
**[First Last, on Behalf of Proposed Administrator -
 TBD]**

Motion for Preliminary
 Approval Hearing:
 Time:
 Department:

[TBD]

[TBD]

SSC-12

PAGA Case No.

LWDA-CM-847785-21:

10/08/2021

State Action Filed:

10/21/2021

Removed:

11/17/2021

FAC Filed:

05/05/2022

Remanded:

05/22/2023

Trial Date:

None Set

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

Plaintiff Hilda Alvarez’s (“Plaintiff”) Motion for Preliminary Approval of Class Action Settlement (“Motion”) involving Defendants Conagra Foods Packaged Foods, LLC and Conagra Brands, Inc. (“Defendants”) came before this Court on [PRELIMINARY APPROVAL HEARING DATE & TIME] in *Alvarez v. Conagra Foods Packaged Foods, LLC, et al*, Los Angeles County Superior Court, Case No. 21STCV37375 (the “Action”). The Court, having reviewed the Motion and declarations filed in support thereof, including the Stipulation of Class and PAGA Representative Action Settlement (“Settlement Agreement”) attached as **Exhibit A** to the Declaration of Kane Moon, the Notice of Class and Representative Action Settlement (“Class Notice”), which is attached as **Exhibit 1** to the Settlement Agreement and for GOOD CAUSE appearing, the Court hereby ORDERS the following:

1. The Court GRANTS preliminary approval of the settlement as set forth in the Settlement Agreement and finds the terms to be within the range of reasonableness of a settlement that could ultimately be granted final approval by the Court at the Final Approval Hearing. For purposes of the settlement, the Court finds the proposed Class is ascertainable and there is a sufficiently well-defined community of interest among the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following “Class” defined as follows:

All non-exempt employees who were employed by Defendants in Oakdale, California, at any time from January 16, 2021 to [DATE] (“Class Period”).

The PAGA release component of the proposed Settlement shall potentially bind the State of California with respect to the following persons:

All non-exempt employees who were employed by Defendants in Oakdale, California, at any time from January 16, 2021 to [DATE] (“PAGA Period”).

2. For settlement purposes only, the Court designates Plaintiff Hilda Alvarez as Class Representative.

3. For settlement purposes only, the Court appoints Kane Moon, Allen Feghali, and Michael M. Citrin of Moon Law Group, PC, as Class Counsel.

4. The Court appoints [Proposed Administrator – TBD] as the Settlement Administrator.

5. A Final Approval Hearing on the question of whether the proposed Settlement should be

1 finally approved as fair, as to the members of the Class is scheduled in Department SSC-12 of this Court,
2 at 312 North Spring Street, Los Angeles, California 90012 at [XX:XX] a.m./p.m. [REDACTED].

3 6. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should
4 be approved as fair, reasonable, and adequate for the Class; (b) whether an order granting final approval
5 of the settlement and a final judgement should be entered; and (c) whether Plaintiff's application for a
6 Class Representative Service Award and an award of attorney's fees and costs should be granted.

7 7. Class Counsel shall file memoranda, declarations, or other statements and materials in
8 support of a request for final approval and an award of attorney's fees and costs by no later than
9 [REDACTED].

10 8. The Court approves, as to form and content, the Class Notice attached as **Exhibit 1** to the
11 Settlement Agreement. The Court finds the form of notice to the Class regarding the pendency of the
12 Action and of the proposed Settlement and the methods of giving notice to members of the Class constitute
13 the best notice practicable under the circumstances and constitute valid, due and sufficient notice to all
14 members of the Class. The class notice administration process complies with the requirements of
15 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of
16 Court, rules 3.766 and 3.769, the California and United States Constitutions and other applicable law.

17 9. The Court further approves the procedures for Class Members to opt out of or object to the
18 proposed Settlement, as set forth in the Settlement Agreement and the Class Notice.

19 10. The Court orders the Parties to carry out the class notice administration process for the
20 proposed Settlement according to the terms of the Settlement Agreement and authorizes the Parties to
21 utilize all reasonable procedures to effectuate those ends, which are materially consistent with this Order
22 and the Settlement Agreement.

23 11. Pending the Final Approval Hearing, all proceedings in the Action, other than those
24 necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order,
25 are stayed. To facilitate class notice administration pending the Final Approval Hearing, the Court hereby
26 enjoins all Class Members from filing or prosecuting any claims, suits, or proceedings regarding claims
27 released under the proposed Settlement pending in this Department until such Class Members have
28 submitted valid Opt-Out Requests with the Settlement Administrator.

12. The Court orders the following implementation schedule for further proceedings:

<u>Event</u>	<u>Timing</u>
Last day for Defendants to provide Class Data to the Administrator.	_____ [date] 0 preliminary approval date + 15 days to provide Class Data 15 days after preliminary approval date
Last day for the Administrator to mail Class Notice to Class Members.	_____ [date] 15 days after preliminary approval date + 14 days after Class List receipt 29 days after preliminary approval date
Last day for Class Members to postmark or submit Requests for Exclusion, Objections or Workweek/PAGA Pay Period challenges to the Settlement ("Response Deadline").	_____ [date] 29 days after preliminary approval date + 45 days after Class Notice mailing 74 days after preliminary approval date
Last day for affected Class Members to whom the Administrator re-mails Class Notices postmark or submit Requests for Exclusion, Objections or Workweek/PAGA Pay Period challenges to the Settlement (extended "Response Deadline").	_____ [date] 74 days after preliminary approval date + 15 days after Response Deadline 94 days after preliminary approval date
Last day for Administrator to provide Parties with list of all Class Members who submitted valid Requests for Exclusion, Objections or Workweek/PAGA Pay Period challenges to the Settlement	_____ [date] 94 days after preliminary approval date + 5 days after extended Response Deadline 99 days after preliminary approval date
Last day for Plaintiff to file a motion and supporting documents for final approval of class action settlement.	_____ [date] (16 court days before Final Approval Hearing)
Final Approval Hearing.	_____ [time] _____ [date] 99 days after preliminary approval date + 35 days after extended Response Deadline 134 days after preliminary approval date

13. The Final Approval Hearing and related deadlines set forth above may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE CAROLYN B. KUHL
Judge of the Superior Court

EXHIBIT C

(DRAFT FINAL APPROVAL ORDER)

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Attorneys for Plaintiff HILDA ALVAREZ

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

HILDA ALVAREZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

CONAGRA FOODS PACKAGED FOODS, LLC,
a limited liability company; CONAGRA BRANDS,
INC., a Delaware corporation

Defendants.

Case No. 21STCV37375

*Assigned for all purposes to the Honorable
Carolyn B. Kuhl, Department SSC-12*

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Filed concurrently with (1) Plaintiff's Notice and
Motion; (2) Declaration of Hilda Alvarez; (3)
Declaration of Kane Moon; (4) Declaration of
[First Last, on Behalf of Proposed Administrator -
TBD]; and (5) [Proposed] Order Granting Final
Approval

Motion for Final
Approval Hearing:
Time:
Department:

[TBD]

[TBD]

SSC-12

PAGA Case No.	
LWDA-CM-847785-21:	10/08/2021
State Action Filed:	10/21/2021
Removed:	11/17/2021
FAC Filed:	05/05/2022
Remanded:	05/22/2023
Trial Date:	None Set

[PROPOSED] ORDER GRANTING FINAL APPROVAL

Plaintiff Hilda Alvarez's ("Plaintiff") Motion for Final Approval of Class Action Settlement ("Motion") involving Defendants Conagra Foods Packaged Foods, LLC and Conagra Brand, Inc. ("Defendants") came before this Court on [FINAL APPROVAL HEARING DATE & TIME] in *Alvarez v. Conagra Foods Packaged Foods, LLC, et al*, Los Angeles County Superior Court, Case No. 21STCV37375 (the "Action"). The Court, having fully reviewed the Motion and declarations and exhibits filed in support thereof, as well as the records and documents on file in the Action including the Stipulation of Class and PAGA Representative Action Settlement ("Settlement Agreement") attached as **Exhibit A** to the Declaration of Kane Moon, the Notice of Class and Representative Action Settlement ("Class Notice"), which is attached as **Exhibit 1** to the Settlement, and the Declaration of [Proposed Administrator – TBD] and for and for GOOD CAUSE appearing, the Court hereby ORDERS the following:

1. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, Class Members, and Defendants and finally certifies and binds the following Class Members and Class:

All non-exempt employees who were employed by Defendants in Oakdale, California, at any time from January 16, 2021 to [DATE] ("Class Period").

the PAGA release component of the Settlement shall bind the State of California with respect to the following persons:

All non-exempt employees who were employed by Defendants in Oakdale, California, at any time from January 16, 2021 to [DATE] ("PAGA Period").

2. Pursuant to Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and Labor Code §§ 2698, *et seq.* ("PAGA") the Court grants final approval of the Settlement as set forth in the Settlement Agreement for settlement purposes only.

3. The Court finds Plaintiff has adequately represented the Class and finally appoints Plaintiff as Class Representative.

4. The Court finds Kane Moon, Allen Feghali, and Michael M. Citrin of Moon Law Group, PC, have adequately represented the Class and finally appoints them as Class Counsel.

5. The Court finds the Settlement is, in all respects, fair, reasonable, and adequate to the Class when balanced against the probable outcome of extensive and costly litigation. Substantial investigation

1 and research have been conducted such that counsel for the Parties are reasonably able to evaluate their
2 respective positions. It appears to the Court settlement will avoid substantial additional costs by all parties,
3 as well as the delay and risk that would be presented by further prosecution of the Action. The Court finds
4 the Settlement has been reached is the result of intensive, non-collusive, arm's-length negotiations.

5 6. The Court finds the Parties complied with the distribution of the Class Notice to the Class
6 in the manner and form set forth in the Preliminary Approval Order and, as a result, the Class Notice
7 provided to the Class was the best notice practicable under the circumstances, constituted due and
8 sufficient notice to all persons entitled to such notice and all absent Class Members have been given the
9 opportunity to participate fully in the claims exclusion and the approval process.

10 7. [Proposed Administrator – TBD], the Court-appointed Settlement Administrator has
11 received _____ Workweek/PAGA Pay Period challenges regarding the calculations of Class Members'
12 credited Workweeks or PAGA Pay Periods. The Settlement Administrator has, furthermore, received
13 _____ Objections and _____ Opt-Out Request to the Settlement (i.e., "Opt Outs") in response to the
14 Class Notice. Accordingly, all Class Members shall be bound by the terms of the Settlement.

15 8. Plaintiff and all Class Members ("Participating Class Members"), shall have, by operation
16 of this Order and the accompanying Judgment, fully, finally, and forever released, relinquished, and
17 discharged Released Parties from all Released Class Claims as set forth in the Settlement Agreement.
18 Participating Class Members shall be forever barred and enjoined from prosecuting any of the Released
19 Class Claims against the Released Parties as set forth in the Settlement Agreement, whether or not they
20 actually receive or cash Individual Class Payment checks and shall not be entitled to any further payment
21 or any personal relief of any kind from any Released Parties including any payment for damages, wages,
22 compensation, commissions, fees, costs, reimbursements, penalties, or interest on account of the Released
23 Class Claims. If a Participating Class Member fails to receive or cash his or her Individual Class Payment
24 check, then the affected Participating Class Member shall be deemed bound nonetheless.

25 9. The State of California, by and through Plaintiff and PAGA Representative Hilda Alvarez,
26 shall, by operation of this Order and the accompanying Judgment, fully, finally, and forever release,
27 relinquish, and discharge Released Parties from all Released PAGA Claims set forth in the Settlement
28 Agreement.

10. The Settlement is not an admission by Defendants of the merits of any claim in the Action or of any wrongdoing. Neither the Settlement Agreement, nor any document referenced therein, nor any action taken to carry out this Settlement Agreement, shall be (a) construed as or used as an admission of liability or an admission that any of Defendants' defenses in the Action are with or without merit, or (b) disclosed, referred to, or offered in evidence against Defendants in any further proceeding except for purposes of effectuating the Settlement. However, the Settlement may be admitted in evidence and otherwise used in any proceeding to enforce its terms, or in defense of any claims released or barred by the Settlement.

11. The Court approves the Gross Settlement Amount of **one million dollars and zero cents (\$1,000,000.00)**, which shall be non-reversionary and which shall include (1) Individual Class Payments, (2) Individual PAGA Payments, (3) the LWDA PAGA Payment, (4) the Class Counsel Fees Payment, (5) the Class Counsel Litigation Expenses Payment, (6) the Class Representative Service Payment, and the (7) Administrator's Expenses, payable under this Settlement in keeping with the subparagraphs below:

11.a. Individual Class Payments. The Court approves the methodology used to calculate each Participating Class Member's Individual Class Payment amount as detailed in the Settlement Agreement and approves payments of those amounts to Participating Class Members as Individual Class Payments.

11.b. Individual PAGA Payments to Aggrieved Employees. The Court approves the payment of **eighteen thousand, seven hundred fifty dollars, and zero cents (\$18,750.00)** as the aggregate PAGA Payment to Aggrieved Employees, the methodology used to calculate each Aggrieved Employees' Individual PAGA Payment amount as detailed in the Settlement Agreement and approves payments of those amounts to Aggrieved Employees as Individual PAGA Payments.

11.c. LWDA PAGA Payment to the LWDA. The Court approves the payment of **fifty-six thousand, two hundred fifty dollars, and zero cents (\$56,250.00)** to the California Labor Workforce Development Agency for the settlement of the Released PAGA Claims.

11.d. Class Counsel Fees Payment to Class Counsel. The Court approves the payment of **three hundred thirty-three thousand, three hundred thirty-three dollars, and thirty-three cents (\$333,333.33)** or [_____ thousand dollars, and zero cents (\$____.00)], which is **one-third (1/3)** of

1 the Gross Settlement Amount, as a Class Counsel Fees Payment payable to Class Counsel in recognition
2 of Class Counsel's diligent representation of Plaintiff and Class Members and the contingent risks Class
3 Counsel undertook in litigating the Action because the Court determines the award of such fees is fair and
4 reasonable. The Court finds Class Counsel's request for attorneys' fees is reasonable under the common
5 fund method. The Court finds Class Counsel's request for attorneys' fees is also reasonable under the
6 lodestar method with application of a multiplier. The Court finds the number of hours Class Counsel spent
7 prosecuting the Action is reasonable and Class Counsel's hourly rates are reasonable and in line with rates
8 prevailing in the community. Application of a multiplier is appropriate given the contingent risk incurred
9 by Class Counsel, the difficulty of the questions involved, the substantial benefit conferred on the Class
10 as a result of the Settlement, and the skill displayed by Class Counsel.

11 11.e. Class Litigation Expenses Payment to Class Counsel. The Court approves the
12 payment of twenty-five thousand dollars and zero cents (\$25,000.00) as a Class Litigation Expenses
13 Payment to Class Counsel for reimbursement of Class Counsel's reasonable litigation expenses incurred
14 in litigating and resolving the Action because the Court determines the award of such costs is fair and
15 reasonable.

16 11.f. Class Representative Service Award to Plaintiff. The Court approves the payment
17 of seven thousand, five hundred dollars, and zero cents (\$7,500.00) as a Class Representative Service
18 Award to Plaintiff, separate and apart from any amounts due to Plaintiff as an Individual Class Payment
19 or Individual PAGA Payment.

20 11.g. Administrator Expenses Payment to the Administrator. The Court approves the
21 payment of twenty thousand dollars and zero cents (\$20,000.00) as the Administrator Expenses Payment
22 to the Settlement Administrator.

23 12. The Court hereby approves the plan for transferring uncashed Individual Class Payment
24 and Individual PAGA Settlement checks funds to California State Controller's Unclaimed Property Fund.

25 13. The Court orders the Parties to carry out the settlement fund distribution process for the
26 Settlement according to the terms of the Settlement Agreement and authorizes the Parties to utilize all
27 reasonable procedures to effectuate those ends, which are materially consistent with this Order and the
28 Settlement Agreement.

1 14. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise
2 provided for in this Order or in the Settlement Agreement and as later approved by the Court.

3 15. Pursuant to California Rule of Court, Rule 3.769(h), this Court shall retain jurisdiction over
4 all matters related to the administration and consummation of the Settlement and any claims, asserted in,
5 arising out of, or related to the subject matter of the Action including, but not limited to, all matters related
6 to the final distribution of Settlement funds and the determination of all controversies relating thereto.

7 16. A non-appearance Case Review re: Final Report re: Distribution of Settlement Funds is set
8 for _____ (240 days from this Order) at _____. The Court
9 orders Class Counsel to file the Final Report five (5) court days in advance of the Case Review.

10 17. Accordingly, and pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the
11 California Rules of Court, this Court GRANTS Plaintiff's motion for Final Approval of Class Action
12 Settlement and further directs a separate Final Judgment shall be entered in accordance with the terms of
13 this Order.

14 **IT IS SO ORDERED.**

15 DATED: _____

THE HONORABLE CAROLYN B. KUHL
Judge of the Superior Court

EXHIBIT D

(DRAFT FINAL JUDGMENT)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – HISTORIC COURTHOUSE

HILDA ALVAREZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

CONAGRA FOODS PACKAGED FOODS, LLC,
ET AL, a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. 21STCV37375

*Assigned for all purposes to the Honorable
Carolyn B. Kuhl, Department A*

[PROPOSED] FINAL JUDGMENT

Filed Concurrently with: (1) Plaintiff's Notice and
Motion; (2) Declaration of Hilda Alvarez; (3)
Declaration of Kane Moon; (4) Declaration of
[First Last, on Behalf of Proposed Administrator -
TBD]; and (5) [Proposed] Order Granting Final
Approval

Motion for Final
 Approval Hearing:
 Time:
 Department:

[TBD]
 [TBD]
 SSC-12

PAGA Case No.
 LWDA-CM-847785-21:
 Action Filed:
 FAC Filed:
 Trial Date:

December 24, 2021
 December 28, 2021
 March 14, 2022
 None Set

[PROPOSED] FINAL JUDGMENT

In keeping with this Court's [FINAL APPROVAL HEARING DATE] Order Granting Final Approval of Stipulation of Class and PAGA Representative Action Settlement ("Final Approval Order") this Court hereby **ADJUDGES** and **DECREES**:

1. Pursuant to the Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court and Labor Code §§ 2698, *et seq.* ("PAGA"), this Court now enters this Final Judgment pursuant to which Plaintiff Hilda Alvarez, Participating Class Members and the State of California, California Labor and Workforce Development Agency ("LWDA"), shall take nothing from Defendants Conagra Foods Packaged Foods, LLC and Conagra Brand, Inc. ("Defendants"), except as expressly set forth in the Final Approval Order.

2. Pursuant to the Rules of Court, Rule 3.771(a), this Final Judgment, hence, binds the following Class:

All persons who worked for Defendants in California as an hourly, non-exempt employee at any time from December 27, 2018 to [DATE] ("Class Period")

and finally binds the State of California as to the following PAGA Members:

All non-exempt employees who were employed by Defendants in Oakdale, California, at any time from January 16, 2021 to [DATE] ("PAGA Period").

3. Pursuant to Code of Civil Procedure section 664.6 and Rules of Court, Rule 3.769(h), this Court shall retain jurisdiction over the Parties, Participating Class Members and the LWDA with respect to enforcement of this Final Judgment including, but not limited to, all matters related to the interpretation, administration, and consummation of the Settlement. Pursuant to the Rules of Court, Rule 3.771(b), the Settlement Administrator's posting of an electronic copy of this Final Judgment on the Settlement Administrator's website shall be deemed due and sufficient notice of entry of this Final Judgment.

IT IS SO ADJUDGED.

DATED: _____

THE HONORABLE CAROLYN B. KUHL
Judge of the Superior Court