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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ROEL GALICIA, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

vs.

JIF-PAK MANUFACTURING, LLC, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 37-2020-00005233-CU-OE-CTL

Honorable Kenneth J. Medel
Department C-66

CLASS ACTION

**DECLARATION OF YASMIN
HOSSEINI IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 10, 2023
Time: 9:30 a.m.
Department: C-66

Complaint Filed: January 29, 2020
Trial Date: None Set

DECLARATION OF YASMIN HOSSEINI

I, Yasmin Hosseini, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Roel Galicia (“Plaintiff” or “Class Representative”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
3 From approximately September 2002 to approximately December 2002, he served as a Judicial
4 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
5 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
6 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
7 Appellate District. In December of 2004, he obtained a license to practice law from the California
8 State Bar. From approximately December 2004 to approximately August 2008, he was employed
9 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
10 cases involving toxic torts and products liability. In addition, he gained substantial experience on
11 cases involving insurance bad faith, premises liability, and medical negligence. While employed
12 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
13 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
14 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
15 PC, he has almost exclusively focused on the prosecution of consumer and employment class
16 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
17 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
18 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
19 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
20 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
21 counsel, he has successfully litigated cases involving the executive, administrative, and other
22 overtime exemptions to the State of California and federal overtime compensation requirements.
23 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
24 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
25 1,000 class action or representative action cases.

26 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
27 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
28 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.

1 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
2 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
3 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
4 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
5 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
6 of the State of California and all United States District Courts in the State of California. He has
7 worked on many wage-and-hour class action and representative action cases, taking the lead in
8 taking and defending depositions, arguing motions, and attending mediations. He has played an
9 integral role in preparing matters for class certification, including and not limited to, successful
10 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
11 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
12 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
13 RG13680477). He has worked on over one hundred (100) class action or representative action
14 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
15 herein.

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions and successfully handled motion practice
23 in class action cases regarding discovery (including and not limited to, regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), arbitration agreements, coordination, intervention. She has successfully handled
26 briefing and oral argument on appeal, and obtained notable decisions regarding the Private
27 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
28 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),

cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from University of California, Santa Barbara in 2013 and earned my Juris Doctor degree from Pepperdine University School of Law in 2017. I was admitted to practice law in California in 2019. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I represented filmmakers and talent, negotiating and structuring various types of agreements on their behalf. I am a member of the California Employment Lawyers Association, Beverly Hills Bar Association, and Iranian American Bar Association.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC ("LFJ") has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various "manager" positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of

1 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
2 granted final approval of the class action settlement. The Los Angeles County Superior Court
3 Case Number is BC413498.

4 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class action against a national property management company involving
6 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
7 granted final approval of the class action settlement. The Los Angeles County Superior Court
8 Case Number is BC430918.

9 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class action against a national retailer involving allegations of misclassification of
11 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
12 certification. On August 26, 2013, the court granted final approval of the class action settlement.
13 The Los Angeles County Superior Court Case Number is BC424012.

14 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA representative action against a bank, involving allegations of
16 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
17 granted final approval of the class and PAGA representative action settlement. The Kern County
18 Superior Court Case Number is S-1500-CV-273194-LHB.

19 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class and PAGA representative action against a national wholesale distributor of
21 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
22 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
23 representative action settlement. The Sacramento County Superior Court Case Number is 34-
24 2012-00136285.

25 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
26 wage-and-hour class action against a multinational corporation that provides global workplace
27 solutions, involving allegations of misclassification of the “Operations Manager” position. On
28

1 September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles
2 County Superior Court Case Number is BC478769.

3 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a national retailer of household
5 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
6 final approval of the class and PAGA representative action settlement. The San Francisco County
7 Superior Court Case Number is CGC-13-532344.

8 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
10 residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's
11 motion for class certification. On October 20, 2017, the court granted final approval of the class
12 and PAGA representative action settlement. The Los Angeles County Superior Court Case
13 Number is BC474784.

14 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of upscale
16 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
17 granted final approval of the class and PAGA representative action settlement. The Los Angeles
18 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
19 Coordination Proceeding Number is 4794.

20 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
22 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
23 settlement. The Los Angeles County Superior Court Case Number is BC488069.

24 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
26 involving allegations of misclassification of the "Department Manager" position. On August 12,
27 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On
28

1 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
2 County Superior Court Case Number is RG13680477.

3 m) LFJ represented the plaintiff in a PAGA representative action against a real
4 estate and property management company, on behalf of non-exempt employees. On November 4,
5 2016, the court granted approval of the PAGA representative action settlement. The Orange
6 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

7 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
9 exempt employees. On November 18, 2016, the court granted final approval of the class and
10 PAGA representative action settlement. The San Francisco County Superior Court Case Number
11 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

12 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a foodservice distributor, on behalf of non-exempt employees. On
14 January 26, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

16 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
18 employer's motion to compel arbitration, which resulted in a published opinion by the California
19 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
20 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
21 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
22 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

23 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a consumer packaging company, on
25 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
26 and PAGA representative action settlement. The Los Angeles County Superior Court Case
27 Number is BC590429.

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1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-and-
7 hour class and PAGA representative action against a lumber and hardware company on behalf of
8 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
10 00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement. The
19 Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
23 The Alameda County Superior Court Case Number is RG15764300.

24 w) LFJ firm represented the plaintiff in a PAGA representative action, against
25 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.

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1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
14 approval of the class and PAGA representative action settlement. The Los Angeles County
15 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
16 Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
20 representative action settlement. The Los Angeles County Superior Court Case Number is
21 BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
24 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
25 County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior Court
7 Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
15 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
16 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
17 Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law and finding, in part, that
28 employer arbitration agreements are unenforceable where they block a PAGA claim from

1 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
2 granted approval of the PAGA representative action settlement. The San Diego County Superior
3 Court Case Number is 34-2015-00175330.

4 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
5 wage-and-hour class and PAGA representative action against a medical equipment supplier on
6 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
7 for class certification and certified a class. The San Bernardino County Superior Court Case
8 Number is CIVDS1505744.

9 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
10 wage-and-hour class and PAGA representative action against a large national drug testing
11 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
12 plaintiff's motion for class certification and certified a class. The San Diego County Superior
13 Court Case Number is 37-2018-00019611-CU-OE-CTL.

14 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
16 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
17 court granted in part the plaintiff's motion for class certification and certified a class. The
18 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
19 Judicial Council Coordination Proceeding Number is 4930.

20 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
21 wage-and-hour class action against manufacturer and supplier of power products and services on
22 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
23 for class certification and certified a class. The San Diego County Superior Court Case Number is
24 37-2015-00025968-CU-OE-CTL.

25 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
26 nutritional products manufacturer on behalf of non-exempt production line employees. On
27 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
28 certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022, the court granted the plaintiff's motion for class certification in part and certified a class. The San Francisco Superior Court Case Number is CGC-16-550794.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, on the one hand, and Defendant Jif-Pak Manufacturing, LLC ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "**EXHIBIT A**" and respectfully request that the Court approve it as well. The Parties have also agreed to the form and content of the proposed First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. ("First Amended Complaint"), which is attached as "Exhibit A" to the [Proposed] Order Granting Preliminary Approval of Class Action Settlement, filed concurrently herewith. Class Counsel respectfully requests the Court grant leave to file the First Amended Complaint so that the terms of the Settlement Agreement and in the intent of the Parties may be effectuated.

9. Based on information provided by Defendant, as of January 10, 2022, the Class is estimated to consist of approximately eight hundred and ninety-five (895) individuals.

10. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage and hour class and/or representative action settlements of similar type given the strengths and weaknesses of the case; and (3) significant savings in attorneys' fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

1 11. Class Counsel has litigated the matters for over two (2) years and was actively
2 preparing the matter for class certification and trial. The Parties have engaged in extensive
3 settlement negotiations and participated in a formal, full-day mediation conducted by Jeffrey
4 Krivis, Esq., a well-respected mediator experienced in mediating complex labor and employment
5 matters. Prior to and during the mediation and settlement discussions, the Parties exchanged class
6 information and engaged in extensive discussions regarding their evaluations of the case and
7 various aspects of the case, including but not limited to, the risks and delays of further litigation,
8 the risks to the Parties of proceeding with class certification and/or representative adjudication,
9 the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and
10 wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the
11 possibility of appeals, among other things. During all settlement discussions, the Parties
12 conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement
13 that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their
14 ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that
15 they would be able to obtain class certification and prevail at trial. After conducting investigations,
16 formal and informal discovery, exchange of information, extensive settlement negotiations, and
17 with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for
18 settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
19 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
20 adequate resolution of the Released Claims of Plaintiff, Settlement Class Members, and the State
21 of California.

22 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
23 and scope of the claims, and was preparing the action for class certification and trial. Class
24 Counsel conducted significant investigation and formal and informal discovery regarding the facts
25 of the case, including and not limited to, the exchange, review, and analysis of a large volume of
26 documents and data obtained from Defendant, Plaintiff, and other sources. Class Counsel
27 propounded multiple sets of formal written discovery requests onto Defendant (specifically,
28 Requests for Production of Documents (Sets One and Two), Special Interrogatories (Sets One,

Two, and Three), and Form Interrogatories-General (Set One)) and notices of depositions of Defendant's Person Most Knowledgeable designees on Defendant. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff and other Class Members' employment records, a detailed sampling of Class Members' time and pay data, new hire information checklists, Defendant's Employee Handbook, financial information (including but not limited to pay statements and earning statements), company policy acknowledgements (Employee's Responsibility and Acknowledgment of the Safety Program, Invention Agreement, Confidentiality Agreement, Employee Receipt Acknowledgment Form, Acknowledgement of Safety Rules, Acknowledgement of Attendance Policy, Acknowledgement of Lockers Policy, Acknowledgement of PTO Policy, Acknowledgement of Workplace Behavior Policy, Acknowledgement of Safety Shoe Program and Policy, Acknowledgement of Identification Badge Policy, Acknowledgement of Meal & Rest Period Policy, Acknowledgement of Cell Phone Policy, Acknowledgement of Internet Policy, Acknowledgement of Blogging and Social Media Policy, Company Property Agreement, Acknowledgement of Drug and Alcohol Policy, Handbook Acknowledgement Receipt Form, Acknowledgement of Receipt and Promise Regarding Unlawful Discrimination and Harassment), forms (COBRA Qualifying Event, Notice Change of Relationship,), internal memoranda, job descriptions, Defendant's operations and employment practices, procedures, and policies (Injury and Illness Prevention Program, Safety Rules, Attendance Policy, Lockers Policy, PTO Policy After 2013 for Administrative & Plant Employees, Workplace Behavior Policy, Safety Shoe Program and Policy, Identification Badge Policy, Meal & Rest Period Policy, Cell Phone Policy, Internet Policy, Blogging and Social Media Policy, Drug and Alcohol Policy), among other information and documents. Class Counsel interviewed Plaintiff and other Class Members to gather facts and circumstances surrounding Plaintiff and putative class members' employment. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of documents and data prior to the mediation. Class Counsel also drafted pleadings and the mediation brief, and prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

1 13. Counsel for the Parties have also invested time researching and investigating the
2 applicable law, which is constantly evolving as it relates to certification, representative PAGA
3 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
4 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
5 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
6 reasonable.

7 14. The Settlement provides for a Gross Settlement Amount of Two Million Five
8 Hundred Thousand Dollars and No Cents (\$2,500,000.00), subject to increase. The Net Settlement
9 Fund is the Gross Settlement Amount less the following amounts subject to approval by the Court:
10 Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, and the
11 LWDA Payment. Assuming that the amounts allocated under the Settlement toward these
12 payments are awarded by the Court, the Net Settlement Amount that will be available for
13 distribution to Settlement Class Members is currently estimated to be One Million Four Hundred
14 Eighty Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$1,480,750.00). The Net
15 Settlement Amount will be fully distributed in accordance with the terms of the Settlement and
16 there is no reversion to Defendant.

17 15. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement
18 Administrator") to handle the notice and settlement administration process. The Parties
19 respectfully request that the Court appoint Simpluris to handle these procedures and serve as the
20 Settlement Administrator. Defendant will provide the Settlement Administrator with a list of Class
21 Members that Defendant will compile from its records, which will include each Class Member's
22 last-known (1) full name, (2) mailing address, (3) telephone number, (4) Social Security
23 Number, (5) the start and end dates of employment as an hourly-paid or non-exempt employee
24 of Defendant in California during the Class Period, and (6) such other information as is necessary
25 for the Settlement Administrator to calculate Workweeks ("Class Data and List"), and the
26 Settlement Administrator will calculate each Class Member's estimated share of the Net
27 Settlement Amount ("Individual Settlement Share"). The Settlement Administrator will also
28 receive opt-outs, objections, and disputes regarding Workweeks; provide necessary reports and

1 declarations; calculate, subtract, and transmit necessary taxes and withholdings; prepare and
2 submit informational and other tax filings and documents; issue and transmit all payments
3 provided for by the Settlement, including and not limited to, mailing payments to Class Members;
4 and perform any other usual and customary duties for administering a class action settlement.
5 Settlement Administration Costs are currently estimated not to exceed Thirteen Thousand Dollars
6 (\$13,000.00) and will be paid out of the Gross Settlement Amount, subject to approval of the
7 Court.

8 16. Based on investigation and information discovered, Class Counsel believes that
9 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
10 that Defendant, with respect to Plaintiff and Class Members, *inter alia*, failed to properly pay
11 overtime and minimum wages, failed to provide compliant meal and rest periods and to pay
12 associated premium pay, failed to timely pay wages during employment and upon termination of
13 employment, failed to provide compliant wage statements, failed to maintain requisite payroll
14 records, and failed to reimburse necessary business expenses, and thereby engaged in unfair
15 business practices and conduct giving rise to civil penalties recoverable under the Private
16 Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff also
17 asserted that Class Members were expected to perform similar job duties and were subject to the
18 same or similar operations and employment policies, practices, and procedures. Additionally,
19 Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff and Class
20 Members were substantially the same during the time period at issue. As a result of said alleged
21 uniform practices, Plaintiff claims that Class Members were not paid all of the compensation that
22 was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of
23 this litigation would be determined by Defendant's uniform operations and employment practices,
24 policies, and procedures that Plaintiff alleges applied across Defendant's hourly-paid or non-
25 exempt employees in California during the relevant time period.

26 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
27 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
28 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,

1 and the difficulties and delays inherent in such litigation, including those involved in class
2 certification and/or representative adjudication. Plaintiff and Class Counsel further recognize the
3 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's
4 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class
5 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
6 mediator, who is experienced and well-regarded in complex labor and employment matters.

7 18. Defendant, on the other hand, denied and continues to deny any liability and
8 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
9 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
10 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
11 also had the opportunity to conduct investigations and gather documents and information relating
12 to Plaintiff's and Class Members' employment with Defendant, and Defendant's operations and
13 employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume
14 of documents and data, including but not limited to a detailed sampling of Class Members' time
15 and pay information, to determine the potential value and strength of the claims. The available
16 information enabled Class Counsel to assess and value the class and PAGA claims and prepare
17 violation, damages, and penalties analyses and models. Accordingly, the Parties have conducted
18 adequate investigation and discovery to be sufficiently informed of the nature and extent of the
19 class and PAGA claims, and to enable both sides to fully evaluate the Settlement for its fairness,
20 adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of
21 each side's position and the uncertainty of how the case might have concluded at certification,
22 trial, and/or appeals.

23 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
24 in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount
25 (i.e., \$875,000.00) and expenses and costs in an amount not to exceed Thirty Thousand Dollars
26 (\$30,000.00), which will be paid out of the Gross Settlement Amount subject to approval by the
27 Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and
28 will not receive any compensation until recovery is obtained.

20. The Settlement Agreement provides for payment of up to Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff as an Enhancement Payment, to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed Plaintiff, and actively tried to obtain information that would facilitate the pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Payment, in addition to an individual settlement payment, for services performed in the matter on behalf of the Class and State of California.

21. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

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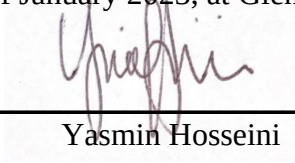
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22. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interests of Plaintiff, the Class, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 19th day of January 2023, at Glendale, California.



Yasmin Hosseini

EXHIBIT 1

1 minimum wages, failure to pay overtime wages, failure to provide meal periods and associated premiums,
2 failure to provide rest periods and associated premium payments, failure to pay timely wages during
3 employment, failure to timely pay final wages and associated waiting-time penalties, failure to keep
4 compliant payroll records, failure to keep compliant wage statements, and failure to reimburse business
5 expenses, for violations of California Business and Professions Code Section 17200 *et seq.*, and for civil
6 penalties pursuant to PAGA, on behalf of all current and former hourly-paid or non-exempt employees
7 who worked for Defendant within the State of California at any time during the period from January 29,
8 2016 through final judgment.

9 3. Defendant vigorously dispute the merits of the Action and denies all liability or
10 wrongdoing of any kind associated with the claims alleged in the Action or otherwise. Defendant
11 contends, *inter alia*, that at all times it fully complied with all wage and hour laws, including all
12 California Labor Code and Industrial Wage Orders, and all regulations applicable to Plaintiff and the
13 Class Members in connection with the services performed for Defendant. In reaching this Settlement,
14 Defendant has taken into consideration the potential expense and length of this Action should it proceed
15 further. Nothing contained in this Settlement Agreement, nor any documents referred to herein, nor any
16 action taken to carry out and/or consummate the Settlement is, or may be construed as, or may be used
17 as, an admission of liability, culpability, negligence or wrongdoing by or against Defendant as to the
18 merits or lack thereof of the claims being settled by this Settlement Agreement. Notwithstanding, in the
19 interest of avoiding further litigation, Defendant desires to fully and finally settle the Action and
20 Released Claims (defined below).

21 4. The Parties have conducted extensive investigation of the facts and law, including any
22 and all applicable defenses and the applicable law, and formal and informal discovery and exchange of
23 a volume of documents and data. Through formal and informal discovery methods, Plaintiff and Class
24 Counsel obtained, reviewed, and considered extensive information, data, and documents to assess the
25 claims and allegations.

26 5. On January 10, 2022, the Parties participated in mediation with Jeffrey Krivis, Esq. (the
27 “Mediator”), a respected mediator experienced in mediating complex wage and hour actions. The
28 settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed

and detailed analysis of Defendant’s potential liability and total exposure in relation to the costs and risks associated with continued litigation. Based on the documents and data produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

6. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

7. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of this Action, which shall not exceed 35% of the Gross Settlement Amount (i.e., \$875,000.00 if the Gross Settlement Amount remains \$2,500,000) and reimbursement of all actual costs and expenses incurred and to be incurred by Class Counsel in the Action, as set forth in Paragraph 11 below.

b. “Class Counsel” means Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Yasmin Hosseini of Lawyers *for* Justice, P.C., counsel for Plaintiff, who will seek to be appointed counsel for the Class.

c. “Class Data and List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval. The Class Data and List will be password protected and formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s (1) last-known full name, (2) last-known mailing address, (3) last-known telephone number, (4) Social Security Number, (5) the start and end dates of employment as an hourly-

1 paid or non-exempt employee of Defendant in California during the Class Period, and (6) such other
2 information as is necessary for the Settlement Administrator to calculate Workweeks.

3 d. "Class Member(s)" or "Class" mean all current and former hourly-paid or non-
4 exempt employees of Defendant in California at any time during the Class Period (as defined below).

5 e. "Class Notice" means the Notice of Class Action Settlement, substantially in the
6 form attached as "**Exhibit A.**"

7 f. "Class Period" means the period from January 29, 2016 through April 20, 2022
8 or the Settlement End Date (defined below in Paragraph 35), whichever is earlier.

9 g. "Class Representative," or "Plaintiff" means Roel Galicia.

10 h. "Court" means the Superior Court of the State of California for the County of San
11 Diego.

12 i. "Defendant" means Jif-Pak Manufacturing, LLC.

13 j. "Defendant's Counsel" means Shannon Finley, Thomas Ingrassia, and Haley
14 Murphy of Pettit Kohn Ingrassia Lutz & Dolin PC.

15 k. "Effective Date" means the later of, in the event no appeal is taken from the Final
16 Approval Order and Judgment, then the day after the last day on which any appeal from the Final
17 Approval Order and Judgment might be filed; in the event a timely appeal is taken from the Final
18 Approval Order and Judgment, then, the date of successful resolution of any such appeal(s), including
19 expiration of any time to seek reconsideration or further review.

20 l. "Employer Taxes" means the employer's share of taxes and contributions in
21 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
22 separately and in addition to the Gross Settlement Amount.

23 m. "Enhancement Payment" means the amount approved by the Court to be paid to
24 Plaintiff Roel Galicia in recognition of his efforts and work in prosecuting the Action on behalf of Class
25 Members, as set forth in Paragraph 12 below. The Enhancement Payment payable to Plaintiff shall not
26 exceed \$7,500.00 and shall be payable from the Gross Settlement Amount.

27 n. "Final Approval" means the determination by the Court that the Settlement is
28 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

1 o. “Final Approval Hearing” means the hearing at which the Court will consider and
2 determine whether the Settlement should be granted Final Approval.

3 p. “Individual Settlement Payment” means the net payment of each Settlement Class
4 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
5 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
6 Paragraph 25 below.

7 q. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
8 Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be
9 calculated in accordance with Paragraph 15.

10 r. “Gross Settlement Amount” means the amount of Two Million Five Hundred
11 Dollars (\$2,500,000), subject to increase as provided in Paragraph 35, to be paid by Defendant in full
12 resolution of all Released Claims and the Action, which is inclusive of the Attorneys’ Fees and Costs,
13 Enhancement Payment, LWDA Payment, Net Settlement Amount to be paid to the Settlement Class
14 Members (which includes the Settlement Class Members’ portion of the PAGA Penalties), and
15 Settlement Administration Costs. Defendant shall pay the Employer Taxes separately and in addition
16 to the Gross Settlement Amount.

17 s. “Net Settlement Amount” means the portion of the Gross Settlement Amount that
18 is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less
19 the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, LWDA Payment, and
20 Settlement Administration Costs.

21 t. “Notice of Objection” means a Class Member’s written objection to the
22 Settlement Agreement, which must include: (a) the case name and number of the Action; (b) the
23 objector’s full name, signature, address, and telephone number; (c) a written statement of all grounds
24 for the objection accompanied by any legal support for such objection; and (d) copies of any papers,
25 briefs, or other documents upon which the objection is based.

26 u. “PAGA Penalties” means a total payment of One Hundred Twenty-Five Thousand
27 Dollars (\$125,000.00) to settle all claims under the Private Attorneys General Act. From this amount,
28 75% will be paid to the Labor and Workforce Development Agency (“LWDA Payment”) and 25% will

1 be distributed to Settlement Class Member as part of the Net Settlement Amount. The PAGA Penalties
2 shall be payable from the Gross Settlement Amount.

3 v. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
4 Plaintiff or Defendant.

5 w. “Preliminary Approval” means entry by the Court of an order granting
6 preliminary approval of the Settlement Agreement.

7 x. “Released Claims” means all claims under state, federal, or local law, whether
8 statutory, in tort, contract, or otherwise, alleged in the Operative Complaint and/or LWDA Notice or
9 that could have been pleaded based on the allegations in the Operative Complaint and/or LWDA Notice,
10 arising during the Class Period, including but not limited to claims under the California Labor Code,
11 California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for
12 failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods
13 and associated premium pay, failure to provide compliant rest periods and associated premium pay,
14 failure to provide compliant wage statements, failure to timely pay wages upon termination of
15 employment, failure to timely pay wages during employment, failure to maintain requisite payroll
16 records, failure to reimburse necessary business-related expenses, unfair or unlawful business practices
17 pursuant California Business and Professions Code § 17200, *et seq.*, civil penalties pursuant to
18 California Labor Code § 2698, *et seq.*, any violation or breach of the California Labor Code arising from
19 or related to the conduct alleged, including without limitation, California Labor Code sections Code
20 96(k), 98.6, 201, 201.3, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.2, 206, 206.5, 208, 209, 212,
21 213(d), 221, 222, 222.5, 223, 224, 226(a)(to include paragraphs (1), (2), (3), (4), (5), (7) and (9)), 226.7,
22 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 403, 404(b),
23 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 921, 922, 923, 970, 973, 976, 1021.5, 1025,
24 1026, 1101, 1102, 1102.5, 1174(c), 1174(d), 1194, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 1199, 1199.5,
25 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309,
26 1309.5, 2800, 2801, 2802, 2806, 2810, 2929(b), 3073.6, 6310, and 6311, any violation or breach of the
27 Industrial Welfare Commission Wage Orders, including without limitation, Wage Order Nos. 1-2001
28 and 4-2001, and violations of any other statute, rule, and/or regulation, or similar causes of action,

1 arising from or relating to the conduct alleged.

2 y. “Released Parties” means Defendant and any of its past and present parent
3 companies, subsidiaries, and divisions, and their shareholders, officers, directors, employees, partners,
4 attorneys, insurers and reinsurers, predecessors, successors, successors-in-interest, assigns, accountants,
5 auditors, consultants, legal representatives, and any individual or entity that could be jointly or severally
6 liable for any of the Released Claims.

7 z. “Request for Exclusion” means a letter submitted by a Class Member indicating
8 a request to be excluded from the Settlement. The Request for Exclusion must: (a) contain the case
9 name and number of the Action; (b) be signed by the Class Member; (c) contain the full name, address,
10 telephone number, and the last four digits of the Social Security Number of the Class Member requesting
11 exclusion; (d) clearly state that the Class Member does not wish to be included in the Settlement; and
12 (e) be returned by fax or mail to the Settlement Administrator at the address and/or facsimile number
13 specified in the Class Notice, postmarked or faxed on or before the Response Deadline. The date of the
14 postmark on the return mailing envelope or fax-stamp on the submission will be the exclusive means to
15 determine whether a Request for Exclusion has been timely submitted. A Class Member who does not
16 request exclusion from the Settlement will be deemed a Settlement Class Member and will be bound by
17 all terms of the Settlement Agreement if the Settlement is granted Final Approval by the Court.

18 aa. “Response Deadline” means the deadline by which Class Members must submit
19 a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which
20 shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
21 Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the
22 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. In the
23 event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member
24 shall be extended by fifteen (15) calendar days.

25 bb. “Settlement Administrator” means Simpluris, Inc., or any other third-party class
26 action settlement administrator agreed to by the Parties and approved by the Court for purposes of
27 administering this Settlement. The Parties each represent that they do not have any financial interest in
28 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that

could create a conflict of interest.

cc. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount, subject to Court approval, to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 12 below. The Settlement Administration Costs are currently estimated not to exceed \$13,000.

dd. “Settlement Class Members” means all Class Members who do not submit a valid and timely Request for Exclusion from the Settlement (collectively referred to as “Settlement Class”).

ee. “Workweek(s)” means the number of weeks (i.e., seven (7) calendar day periods) each Class Member was employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period, which will be calculated by the Settlement Administrator.

CLASS CERTIFICATION

8. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

9. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

10. Funding and Disbursement of the Gross Settlement Amount.

a. Within fifteen (15) calendar days after the entry of the Final Approval Order and Judgment, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a Qualified Settlement Fund (“QSF”) pursuant to IRS rules and regulations in which the Total Settlement Amount will be placed and from which payments required by the Settlement Agreement will be made.

1 b. Within thirty (30) calendar days of the entry of the Final Approval Order and
2 Judgment, Defendant will make a deposit of one-half (1/2) of the Gross Settlement Amount (i.e.,
3 \$1,250,000) into the qualified settlement account to be established by the Settlement Administrator
4 (“First Installment”). Within seven (7) calendar days of the First Installment, the Settlement
5 Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a)
6 LWDA Payment to the Labor and Workforce Development Agency; and (b) Enhancement Payment to
7 Plaintiff.

8 c. Twelve (12) months after the funding of the First Installment, Defendant will
9 make a second deposit of the remaining one-half (1/2) of the Gross Settlement Amount (i.e.,
10 \$1,250,000), plus an amount sufficient to pay Employer Taxes, into the qualified settlement account
11 established by the Settlement Administrator (“Second Installment”).

12 d. Within seven (7) calendar days of the Second Installment, the Settlement
13 Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a)
14 Individual Settlement Payments to Settlement Class Members; (b) Attorneys’ Fees and Costs to Class
15 Counsel; and (c) Settlement Administration Costs to itself (the Settlement Administrator). The
16 Settlement Administrator will also undertake filings and remittances in connection with the employee’s
17 share of taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are
18 necessary for administration of the Settlement.

19 11. Attorneys’ Fees and Costs. Class Counsel will request and Defendant will not oppose
20 attorneys’ fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to Eight
21 Hundred Seventy-Five Thousand Dollars (\$875,000)) and reimbursement of actual costs and expenses
22 associated with Class Counsel’s litigation and settlement of the Action, in an amount not to exceed
23 Thirty Thousand Dollars (\$30,000), both of which will be paid from the Gross Settlement Amount
24 subject to Court approval. These amounts will cover any and all work performed and any and all costs
25 incurred by Class Counsel in connection with the litigation of the Action, including without limitation
26 all work performed and costs incurred to date, and all work to be performed and all costs to be incurred
27 in connection with obtaining the Court’s approval of this Settlement, as well as any objections raised
28 and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible

for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles by the Settlement Administrator shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount to be distributed to Settlement Class Members.

12. Enhancement Payment. In recognition of his efforts and work in prosecuting the Action, Defendant agrees not to oppose or impede any application or motion for an Enhancement Payment in an amount up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Roel Galicia. The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to his Individual Settlement Payment that is to be paid pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest thereon arising as a result of the Enhancement Payment. Should the Court approve the Enhancement Payment to Plaintiff in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Enhancement shall be a part of the Net Settlement Amount to be distributed to Settlement Class Members.

13. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Thirteen Thousand Dollars (\$13,000). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice in Spanish, printing, distributing, and tracking Class Notices and other documents for this Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to

process this Settlement, and as requested by the Parties. To the extent actual Settlement Administrations Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to Court approval. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be a part of the Net Settlement Amount to be distributed to Settlement Class Members.

14. Labor and Workforce Development Agency Payment. Subject to approval by the Court, the Parties agree that the amount of One Hundred Twenty-Five Thousand (\$125,000) from the Gross Settlement Amount will be allocated toward penalties under the Private Attorneys General, California Labor Code Section 2698, *et seq.*, of which seventy-five percent (75%), or \$93,750, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$31,250, will be distributed to Settlement Class Members as part of the Net Settlement Amount.

15. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks, as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Member to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

16. Settlement Awards Do Not Trigger Additional Benefits. All payments to Plaintiff and Settlement Class Members shall be deemed to be income to Plaintiff and Settlement Class Members solely in the year in which such payments actually are received by them. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff or any Settlement

Class Member to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle them to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

17. Delivery of the Class Data and List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class Data and List to the Settlement Administrator.

18. Notice by First Class U.S. Mail.

a. Within ten (10) business days after receiving the Class Data and List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as Exhibit A to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable and received by the Settlement Administrator on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days.

19. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the number of Workweeks to which they have been credited, as reflected in their respective Class Notices. In order to dispute Workweeks, Class Members must submit a written letter to the Settlement Administrator that: (a) states the case name and number of the Action; (b) is signed by the Class Member or his or her authorized representative; (c) states the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member; (d) clearly states that the Class Member disputes the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her

are correct; and (f) is returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked or fax-stamped on or before the Response Deadline. The date of the postmark on the return mailing envelope or fax-stamp on the submission will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator shall notify Class Counsel and Defendant's Counsel of the fact that a Class Member has made a dispute and advise them of the outcome.

20. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members in accordance with this Settlement Agreement. Each Individual Settlement Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. After the 180-day check-cashing deadline, the Parties shall file a stipulation to amend the Final Approval Order and Judgment that sets forth the total amount of payments distributed and the amount of funds associated with cancelled Individual Settlement Payment checks. Pursuant to California Code of Civil Procedure Section 384, all funds associated with such cancelled checks will be distributed by the Settlement Administrator to University of San Diego School of Law's free Worker's Rights Clinic, after the Court enters an order approving the Parties' stipulation to amend the Final Approval Order and Judgment. University of San Diego School of Law's free Worker's Rights Clinic assists lower-income workers with a variety of employment law issues including employee rights, discrimination, medical leave, workplace safety, unpaid wages, unemployment benefits, harassment, and wrongful termination. The Parties and their counsel each represent that they do not have a financial interest in or otherwise have a relationship with University of San Diego School of Law's free Worker's Rights Clinic that creates or could create a

1 conflict of interest. The Parties each represent that they do not have any significant affiliation or
2 involvement with the proposed *cy pres* recipient. The Settlement Administrator may, as necessary,
3 undertake amended and/or supplemental tax filings and reporting, required under applicable local, state,
4 and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment
5 checks. To the extent that the Settlement Administrator is able to obtain or receive the return or refund of
6 the amounts that were transmitted to taxing authorities for the employer's and employees' share of taxes,
7 contributions, and/or withholding associated with cancelled Individual Settlement Payments, all such
8 amounts shall also be transmitted to University of San Diego School of Law's free Worker's Rights Clinic.
9 Settlement Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless,
10 be bound by this Settlement Agreement.

11 21. Procedure for Requesting Exclusion from the Settlement. Any Class Member wishing to
12 be excluded from the Settlement must submit a timely and valid Request for Exclusion to the Settlement
13 Administrator. A Request for Exclusion must: (1) contain the case name and number of the Action; (2)
14 contain the Class Member's full name, address, telephone number, and last four digits of his or her
15 Social Security number; (3) be signed by the Class Member or his or her authorized representative; (4)
16 contain a clear statement that the Class Member requests to be excluded from the Settlement; and (5)
17 be sent to the Settlement Administrator by mail or fax, postmarked or fax-stamped by no later than the
18 Response Deadline. The Class Notice shall contain instructions on how to opt out. The date of the fax-
19 stamp or the postmark on the return mailing envelope will be the exclusive means to determine whether
20 a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly
21 to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted, and
22 also identify the individuals who have submitted a timely and valid Request for Exclusion in a
23 declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class
24 Member who submits a Request for Exclusion is prohibited from making any objection to the Settlement
25 Agreement. Any Class Member who validly requests to be excluded from the Settlement will not be a
26 Settlement Class Member and will not have any right to object, appeal, or comment on the Settlement.

27 22. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
28 Member who does not affirmatively request exclusion from the Settlement by submitting a timely and

valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement, including and not limited to those pertaining to the release of Released Claims, as well as the Final Approval Order and Judgment that may be entered by the Court if it grants Final Approval to the Settlement.

23. Procedures for Objecting to the Settlement. To object to the Settlement, Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) may present their objection orally at the Final Approval Hearing and/or submit a timely and complete Notice of Objection to the Settlement Administrator. The Notice of Objection must be signed by the Settlement Class Member or his or her authorized representative and contain the required information as set forth in Paragraph 7.t. of this Settlement Agreement. The date of the postmark on the return mailing envelope or fax-stamp on the submission of the Notice of Objection will be deemed the exclusive means for determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members who submit a Notice of Objection may also present their objection orally at the Final Approval Hearing.

24. Reports By the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendant's Counsel and Class Counsel weekly reports which certify: (a) the number of Class Members who have submitted a dispute of Workweeks; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify Defendant's Counsel and Class Counsel when it receives a request from an individual or any other entity regarding inclusion in the Class and/or settlement.

25. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

26. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) as penalties, interest, and

1 non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the
2 portion allocated to interest, penalties, and non-wage damages will be reported on an IRS Form-1099
3 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of
4 taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue
5 checks to Settlement Class Members for their Individual Settlement Payment (i.e., payment of their
6 Individual Settlement Share net of these taxes and withholdings). The employer's share of taxes and
7 contributions on the wages portion of Individual Settlement Shares will be paid by Defendant separately
8 and in addition to the Gross Settlement Amount.

9 27. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
10 will be responsible for issuing to Plaintiff, Settlement Class Members, and Class Counsel any W-2,
11 1099, or other tax forms as may be required by this Settlement Agreement and by law for all amounts
12 paid pursuant to the Settlement. The Settlement Administrator will also be responsible for forwarding
13 all taxes, contributions, and withholdings with respect to the wages portion of Individual Settlement
14 Shares to the appropriate government authorities.

15 28. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
16 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
17 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff and Settlement
18 Class Members understand and agree that Plaintiff and Settlement Class Members will be solely
19 responsible for correctly characterizing any compensation received under the Settlement on his/her
20 personal income tax returns and paying any and all taxes due for any and all amounts paid to them under
21 the Settlement.

22 29. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
23 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
24 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
25 PARTY") ACKNOWLEDGES AND AGREES THAT (a) NO PROVISION OF THIS SETTLEMENT
26 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
27 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
28 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE

OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (b) THE ACKNOWLEDGING PARTY (i) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (ii) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (iii) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (c) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

30. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

31. Release of Claims by Settlement Class Members. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Member (i.e., Class Members who do not submit a valid and timely Request for Exclusion) will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had.

32. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff will be deemed to have fully released, settled, compromised, relinquished, and discharged the Released Parties of and from all claims arising from

1 Plaintiff's employment with Defendant, separation of employment from Defendant, and any acts that have
2 or could have been asserted in any legal action or proceeding against Defendant, whether known or
3 unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under
4 the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the
5 Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act,
6 California Corporations Code, California Business and Professions Code, California Fair Employment
7 and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for
8 discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment
9 compensation, emotional distress, medical expenses, other economic and non-economic damages,
10 attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect
11 to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and
12 all rights and benefits available under California Civil Code Section 1542, which provides:

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

16 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
17 known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to settle fully
18 and release all claims she now has against the Released Parties, whether known or unknown, suspected
19 or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for
20 workers' compensation benefits, claims for unemployment benefits, or other claims that may not be
21 released by law.

22 33. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

23 Upon full execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for
24 Plaintiff's Motion for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will
25 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion
26 and also submit this Settlement Agreement to the Labor Workforce Development Agency. Class
27 Counsel will provide Defendant's Counsel a draft of the motion before filing the motion. Defendant
28 agrees not to oppose the motion consistent with this Settlement Agreement. Said motion shall apply to

the Court for the entry of an order (“Preliminary Approval Order”), which shall be mutually agreed upon by the Parties, seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminary appointing Plaintiff as representative of the Class;
- d. Preliminary appointing Class Counsel as counsel for the Class;
- e. Appointing Simpluris, Inc. as the Settlement Administrator;
- f. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by First Class U.S. Mail;
- g. Approving the manner and method for Class Members to request exclusion from the Settlement, dispute the number of Workweeks credited to them, or object to the Settlement as contained herein and within the Class Notice; and
- h. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members.

34. Duties of the Parties With Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court’s permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) LWDA Payment; (c) Attorneys’ Fees and Costs; (d) Enhancement Payment; and (e) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant’s Counsel a draft of the motion before filing the motion. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed upon proposed order and judgment (“Final Approval Order and Judgment”), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

- 1 b. Certifying the Class for settlement purposes;
- 2 c. Awarding Attorneys' Fees and Costs to Class Counsel;
- 3 d. Awarding an Enhancement Payment to Plaintiff;
- 4 e. Awarding Settlement Administration Costs to Settlement Administrator;
- 5 f. Directing Defendant to fund all amounts due under the Settlement Agreement and
- 6 ordered by the Court; and
- 7 g. Entering judgment in the Action, while maintaining continuing jurisdiction, in
- 8 conformity with California Rules of Court 3.769 and the Settlement Agreement.

9 35. Escalator Clause. Defendant represented that for the period of January 29, 2016 through

10 January 10, 2022, there were approximately 51,230 total Workweeks and 25,870 pay periods. If it is

11 determined that the total number of Workweeks during the period of January 29, 2016 through April 20,

12 2022 exceeds this amount by more than ten percent (10%) (i.e., the Workweeks for the period referenced

13 are actually more than 56,353), Defendant will have the option of increasing the Gross Settlement Amount

14 on a proportional basis to the extent the threshold is exceeded (e.g., if the threshold referenced herein in

15 exceeded by 5%, the Gross Settlement Amount will increase by 5%), or ending the Class Period as of the

16 date the qualifying Workweeks reach 51,230 ("Settlement End Date").

17 36. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court

18 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section

19 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and

20 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-

21 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

22 37. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the

23 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set

24 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

25 38. Entire Agreement. Upon full execution of this Settlement Agreement by the Parties, this

26 Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms,

27 and no other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

28 The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure §

1 1856(a), which provide that a written agreement is to be construed according to its terms and may not
2 be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or
3 written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

4 39. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
5 Action, except such proceedings necessary to implement and complete the Settlement Agreement,
6 pending the Final Approval Hearing to be conducted by the Court.

7 40. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of
8 this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to
9 any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement
10 will not constitute a waiver of any other provision.

11 41. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
12 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
13 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
14 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
15 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
16 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
17 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
18 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
19 provisions that otherwise might apply under state or federal law.

20 42. Signatories. It is agreed that because the members of the Class are so numerous, it is
21 impossible or impractical to have each Settlement Class Member execute this Settlement Agreement.
22 The Class Notice will advise all Class Members of the binding nature of the release and contemplated
23 judgment as to the Settlement Class Members, and the release shall have the same force and effect as if
24 this Settlement Agreement were executed by each Settlement Class Member.

25 43. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
26 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

27 44. California Law Governs. All terms of this Settlement Agreement and attached exhibits
28 hereto will be governed by and interpreted according to the laws of the State of California.

1 45. Execution and Counterparts. This Settlement Agreement is subject only to the execution
2 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
3 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the
4 signature page, will be deemed to be one and the same instrument.

5 46. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
6 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
7 this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
8 account all relevant factors, present and potential. The Parties further acknowledge that they are each
9 represented by competent counsel and that they have had an opportunity to consult with their counsel
10 regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may
11 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court
12 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement
13 is objectively fair and reasonable.

14 47. Invalidity of Any Provision. Before declaring any provision of this Settlement
15 Agreement invalid, the Court will first attempt to construe the provision as valid and enforceable to the
16 fullest extent possible consistent with applicable precedents so as to define all provisions of this
17 Settlement Agreement valid and enforceable.

18 48. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Settlement
19 Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

20 49. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
21 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued
22 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically
23 denies, that it has violated any state, federal, or local law; violated any regulations or guidelines
24 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
25 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
26 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
27 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
28 construed as an admission or concession by Defendant of any such violations or failures to comply with

any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law.

50. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

51. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

52. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

53. All Terms Subject to Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to Court approval.

54. Notices. All notices, demands, and other communications to be provided to counsel for the Parties concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Shannon R. Finley, Esq
Thomas S. Ingrassia, Esq.
Haley A. Murphy, Esq.
PETTIT KOHN INGRASSIA LUTZ & DOLIN
5901 West Century Boulevard, Suite 1100
Los Angeles, California 90045

1 55. Final Approval Order and Judgment. The Parties shall provide the Settlement
2 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
3 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
4 sixty (60) calendar days. No individualized notice to the Class will be required.

5 56. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
6 cooperate with each other in good faith and use their best efforts to implement the Settlement, including
7 and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of
8 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any
9 document needed to implement the Settlement Agreement, or on any supplemental provisions that may
10 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the
11 assistance of the Mediator and then the Court to resolve such disagreement.

12 57. Integration Clause. This Settlement Agreement contains the entire agreement between
13 the Parties relating to the Settlement and transaction contemplated hereby, and all prior or
14 contemporaneous agreements, understandings, representations, and statements, whether oral or written
15 and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be
16 waived except in writing.

17 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
18 Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant:

19 **IT IS SO AGREED.**

20 **PLAINTIFF ROEL GALICIA**

21 Dated: 09/20/2022, 2022

22 Electronically Signed  2022-09-20 18:30:57 UTC - 172.58.27.177
Hinter AssureSign® b229a754-973c-4b8c-a47b-af1601300691

23 Roel Galicia, Plaintiff

24 **DEFENDANT JIF-PAK MANUFACTURING, LLC**

25 Dated: _____, 2022

26 Full Name: _____

27 Title: _____

28 On behalf of Jif-Pak Manufacturing, LLC

55. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice to the Class will be required.

56. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

57. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant:

IT IS SO AGREED.

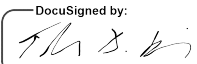
PLAINTIFF ROEL GALICIA

Dated: _____, 2022

Roel Galicia, Plaintiff

DEFENDANT JIF-PAK MANUFACTURING, LLC

Dated: 11/7/2022, 2022

DocuSigned by:


Full Name: Thomas Davis
Title: President Kalle USA LLC
On behalf of Jif-Pak Manufacturing, LLC

1 **APPROVED AS TO FORM:**

2
3 **LAWYERS for JUSTICE, PC**

4 Dated: 09/20/2022, 2022



5 Edwin Aiwanian

6 *Attorneys for Plaintiff and Proposed Class Counsel*

7 **PETTIT KOHN INGRASSIA LUTZ & DOLIN**

8
9 Dated: _____, 2022

10 _____
Shannon R. Finley

11 Thomas S. Ingrassia, Esq.

12 Haley A. Murphy, Esq.

13 *Attorneys for Defendant*
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1 **APPROVED AS TO FORM:**

2
3 **LAWYERS *for* JUSTICE, PC**

4 Dated: _____, 2022

5 _____
6 Edwin Aiwanian
7 *Attorneys for* Plaintiff and Proposed Class Counsel

8 **PETTIT KOHN INGRASSIA LUTZ & DOLIN**

9 Dated: November 7, 2022

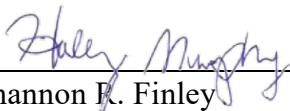
10 
11 _____
12 Shannon R. Finley
13 Thomas S. Ingrassia, Esq.
14 Haley A. Murphy, Esq.
15
16 *Attorneys for* Defendant
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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Roel Galicia v. Jif-Pak Manufacturing, LLC
Superior Court of California for the County of San Diego
Case No. 37-2020-00005233-CU-OE-CTL

You have received this Notice because Defendant's records indicate that you are a current or former hourly-paid or non-exempt employee who worked for Defendant in California at any time from January 29, 2016 through April 20, 2022 or the Settlement End Date, whichever is earlier.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the Settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options, and how you can request to be excluded from or object to the Settlement, if you so choose.

PLEASE READ THIS NOTICE CAREFULLY. This notice relates to a proposed settlement of a class action lawsuit. It contains important information about your right to object to or not be included in the Settlement.

By order of the Superior Court of California for the County of San Diego (the "Court" or "San Diego County Superior Court"), in the case of *Roel Galicia v. Jif-Pak Manufacturing, LLC*, San Diego County Superior Court Case No. 37-2020-00005233-CU-OE-CTL (the "Action") preliminary approval of a proposed class action settlement was granted on [preliminary approval date]. A hearing shall be held on [hearing date] ("Final Approval Hearing") to determine whether final approval of the Settlement should be granted.

YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Roel Galicia ("Plaintiff") and Defendant Jif-Pak Manufacturing, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the Action, which may affect your legal rights. By resolving this case, there has been no admission of liability, fault or wrongdoing whatsoever. Instead, the parties wished to resolve this matter to avoid further litigation and the costs and risks to all Parties associated with proceeding with the case.

I. DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendant in California at any time during the period from January 29, 2016 through April 20, 2022 or the Settlement End Date, whichever is earlier.

"Class Period" means the period from January 29, 2016 through April 20, 2022 or the Settlement End Date, whichever is earlier.

"Class Member" means an individual who falls within the definition of the Class.

II. BACKGROUND OF THE LAWSUIT

The Action was commenced when Plaintiff filed a Class Action Complaint for Damages on January 29, 2020, in the San Diego County Superior Court. On November 16, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant, giving notice of his intent to pursue civil penalties under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. ("PAGA") ("LWDA Notice"). On [redacted], Plaintiff filed the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. ("First Amended Complaint" or "Operative Complaint") in the Action. Together, the Class Action Complaint for Damages and the First Amended Complaint are referred to as the "Complaint."

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, failed to provide compliant meal breaks and associated premiums, failed to provide compliant rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide compliant wage statements, failed to maintain payroll records, failed to reimburse business expenses, and thereby, engaged in unfair business practices under the California Business and Professions Code section 17200, *et seq.* and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA"), with respect to Plaintiff and other putative class members. Plaintiff seeks, among other things, recovery of unpaid wages and premiums, restitution, penalties, interest, attorneys' fees, and costs.

Defendant vigorously disputes the merits of the Action and denies all liability or wrongdoing of any kind associated with the claims alleged in the Action or that they violated any law, and contends that at all times they complied with the law.

The Parties participated in a full-day mediation with a respected class action mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on [preliminary approval date]. The Court has preliminarily appointed Plaintiff as representative of the Class (“Class Representative”), and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”):

Lawyers for Justice, PC
Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, **you do not need to take any action to receive a settlement payment**, but you have the opportunity to request exclusion or object to the Settlement if you so choose, as explained more fully in Section IV below.

The Settlement represents a compromise and settlement of highly disputed claims. **Nothing in the Settlement is intended or will be construed as an admission by the Defendant that the claims in the Operative Complaint have merit or that Defendant has any liability to the Plaintiff or to the Class Members.** Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is appropriate. Plaintiff and Class Counsel have concluded that the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Breakdown of the Settlement

The gross settlement amount to be paid by Defendant is Two Million Five Hundred Dollars (\$2,500,000) (the “Gross Settlement Amount”). The amount of \$ 125,000 of the Gross Settlement Amount has been allocated toward penalties under PAGA (“PAGA Penalties”), of which \$ 93,750 will be made to the Labor and Workforce Development Agency (“LWDA Payment”) and \$31,250 will remain as part of the Net Settlement Amount for distribution to the Settlement Class Members.

The portion of the Gross Settlement Amount that is available for payment to Class Members who do not submit timely and valid Requests for Exclusion (“Settlement Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) payment of attorneys’ fees to Class Counsel in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., not to exceed \$875,000) and reimbursement of actual litigation costs and expenses to Class Counsel in an amount not to exceed \$30,000 (together, “Attorneys’ Fees and Costs”); (2) payment in the amount of \$7,500 to Plaintiff for his services in the Action (“Enhancement Payment”); (3) payment to the Labor and Workforce Development Agency in the amount of \$93,750 (“LWDA Payment”); and (4) payment to Simpluris, Inc. (the “Settlement Administrator”) for costs and expenses of administration of the Settlement in an amount that is currently estimated not to exceed \$13,000 (“Settlement Administration Costs”).

Class Members are eligible to receive a share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks, or fraction thereof, a Class Member worked for Defendant in California, in an hourly-paid or non-exempt position during the Class Period, as reflected in Defendant’s records (“Workweeks”). The Settlement Administrator will determine each Class Member’s individual Workweeks.

To determine your estimated Individual Settlement Share, the Settlement Administrator divided the Net Settlement Amount by the total number of Workweeks for all Class Members to yield the “Estimated Workweek Value,” and then multiplied your individual Workweeks by the Estimated Workweek Value.

Each Individual Settlement Share will be allocated as follows: twenty percent (20%) as wages (to be reported on an IRS

Form W2) and eighty percent (80%) as penalties, interest, and non-wage damages (to be reported on an IRS Form 1099, if required). Settlement Class Members will be issued payment of their Individual Settlement Share after reduction for the applicable employee-side payroll taxes, contributions, and withholdings with respect to the wages portion of the Individual Settlement Shares. The employer's share of taxes and withholdings on the wages portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross Settlement Amount. The net payment of an Individual Settlement Share after reduction for the employee's share of taxes and withholdings is referred to as the "Individual Settlement Payment."

If the Court grants final approval of Settlement, following the Effective Date (as defined in the Settlement), Defendant will fund the Settlement by way of two (2) installments:

- Within thirty (30) calendar days of the Effective Date, Defendant will make a deposit of one-half (1/2) of the Gross Settlement Amount (i.e., One Million Two Hundred Fifty Dollars (\$1,250,000)) into a qualified settlement account to be established by the Settlement Administrator (the "First Installment");
- Within twelve (12) months of the First Installment, Defendant will make a second deposit for the remaining one-half (1/2) of the Gross Settlement Amount (i.e., One Million Two Hundred Fifty Dollars (\$1,250,000)) into the qualified settlement account established by the Settlement Administrator ("Second Installment").

The timing of the distribution of payments will depend on the date of Final Approval of the Settlement and the date on which Defendant funds the installments.

The Settlement Administrator will proportionally withhold and remit the employee taxes from each Individual Settlement Share distribution to be made. If a Settlement Class Member fails to cash or deposit his or her check that is issued to him or her within one hundred and eighty (180) calendar days of issuance, then, that check will be cancelled and the funds associated with that cancelled check will be transmitted to University of San Diego School of Law's free Worker's Rights Clinic, in conformity with the requirements of California Code of Civil Procedure section 384.

Individual Settlement Payment checks will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment.**

B. Your Workweeks Based on Defendant's Records

The Workweeks of each Class Member were calculated based on Defendant's records. According to Defendant's records:

Between January 29, 2016 through April 20, 2022 or the Settlement End Date, whichever is earlier, you worked for Defendant in California as an hourly-paid or non-exempt employee for [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must timely submit a fully completed and signed written dispute to the Settlement Administrator, postmarked or confirmed received by the Settlement Administrator **on or before [Response Deadline]**, at the address listed in Section IV.B below. The dispute must: (a) state the case name and number of the Action (*Roel Galicia v. Jif-Pak Manufacturing, LLC*, San Diego County Superior Court, Case No. 37-2020-00005233-CU-OE-CTL); (b) be signed by you or your authorized representative; (c) contain your full name, telephone number, mailing address, and the last four digits of your Social Security Number; (d) clearly state that the number of Workweeks credited to you is incorrect and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend to be credited to you is correct; and (f) be returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked or faxed on or before **[the Response Deadline]**.

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you above, based on Defendant's records. Based on your Workweeks:

Your Individual Settlement Share is estimated to be \$ [REDACTED]. It is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Your Individual Settlement Share reflected on this Notice is only an estimate. Your actual Individual Settlement Share may be higher or lower than estimated. Your Individual Settlement Payment will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months.

D. Released Claims

Upon the Effective Date, Plaintiff and all Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Settlement Class Members) will fully, finally, and forever release, settle, compromise, relinquish, and discharge any and all of the Released Parties of and from any and all Released Claims.

"Released Parties" means Defendant and any of its past and present parent companies, subsidiaries, and divisions, and their shareholders, officers, directors, employees, partners, attorneys, insurers and reinsurers, predecessors, successors, successors-in-interest, assigns, accountants, auditors, consultants, legal representatives, and any individual or entity that could be jointly or severally liable for any of the Released Claims.

"Released Claims" means all claims under state, federal, or local law, whether statutory, in tort, contract, or otherwise, alleged in the Operative Complaint and/or LWDA Notice or that could have been pleaded based on the allegations in the Operative Complaint and/or LWDA Notice, arising during the Class Period, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse necessary business-related expenses, unfair or unlawful business practices pursuant California Business and Professions Code § 17200, et seq., and civil penalties pursuant to California Labor Code § 2698, et seq., and any violation or breach of the California Labor Code arising from or related to the conduct alleged, including without limitation, Labor Code sections Code 96(k), 98.6, 201, 201.3, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.2, 206, 206.5, 208, 209, 212, 213(d), 221, 222, 222.5, 223, 224, 226(a)(to include paragraphs (1), (2), (3), (4), (5), (7) and (9)), 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 403, 404(b), 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 921, 922, 923, 970, 973, 976, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1174(c), 1174(d), 1194, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 2800, 2801, 2802, 2806, 2810, 2929(b), 3073.6, 6310, and 6311, and Industrial Welfare Commission Wage Orders, including and not limited to, Wage Orders 1-2001 and 4-2001, or any other statute, rule, and/or regulation, or similar causes of action arising from or relating to the conduct alleged.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek Attorneys' Fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$875,000) and reimbursement of litigation costs and expenses in an amount of up to thirty thousand dollars (\$30,000) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff Roel Galicia will seek the amount of seven thousand five hundred dollars \$7,500 (“Enhancement Payment”), in recognition of his services in connection with the case. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator, **Simpluris, Inc.**, is estimated to be **Thirteen Thousand Dollars (\$13,000)** (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion and disputes of Workweeks, calculating Individual Settlement Shares, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Parties for the Released Claims described in Section III.D above.

As a Class Member, you will not be separately responsible for the payment of attorney’s fees or reimbursement of litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you may seek exclusion from the Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Roel Galicia v. Jif-Pak Manufacturing, LLC*, San Diego County Superior Court, Case No. 37-2020-00005233-CU-OE-CTL); (b) be signed by you; (c) contain your full name, address, telephone number, and last four digits of your Social Security number; (d) clearly state that you do not wish to be included in the Settlement; and (e) be returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked or faxed **on or before [Response Deadline]**, at the following address:

[Settlement Administrator]
[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of Released Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as the contemplated judgment to be entered by the Court, if the Court grants final approval of the Settlement.

Notwithstanding the above, all Class Members will receive their share of the 25% share of the PAGA Payment and will be bound to the Released Claims as it pertains to PAGA, irrespective of whether they submit a Request for Exclusion.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or by orally presenting your objection at the Final Approval Hearing (you may appear at the Final Approval Hearing and make an oral objection without submitting a written object).

A Notice of Objection must: (a) contain the case name and number of the Action (*Roel Galicia v. Jif-Pak Manufacturing, LLC*, San Diego County Superior Court, Case No. 37-2020-00005233-CU-OE-CTL); (b) contain your full name, telephone number, and mailing address; (c) clearly state all grounds for the objection accompanied by any legal support for such objection; (d) include copies of any papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the Settlement Administrator at the address listed in Section IV.B. above, **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a hearing (the “Final Approval Hearing”) in Department C-66 of the San Diego County Superior Court, Downtown Superior Courthouse, 330 West Broadway, San Diego, California, 92101 on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator. If the Court enters an order and judgment granting final approval of the Settlement, a copy of this order and judgment will be posted on the Settlement Administrator’s website; to access it you will need to navigate to the following web URL: **[insert]**

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to regardless of whether you submitted a Notice of Objection.

Personal appearances and telephonic appearances are an option. You can find information regarding the Court’s most current COVID-19 guidelines online at: <https://www.sdcourt.ca.gov/sdcourt/generalinformation/covid-19>. You can find information regarding appearing remotely online at: <https://www.sdcourt.ca.gov/virtualhearings>. Please note that there may be deadlines to reserve a remote appearance and fees or charges may apply.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting the civil clerk’s office, located at 330 West Broadway, San Diego, California, 92101, during business hours or online by visiting the following website: <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>. Fees may apply for accessing and/or obtaining copies of documents from the Court in person or online. To look up and access documents and information on the Court’s systems, you will need to use the case number.

PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, OR COUNSEL FOR DEFENDANT FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**