

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Josefa Arroyo (“Plaintiff”),
4 on behalf of all others similarly situated and the State of California with respect to the PAGA Members
5 (as defined herein) pursuant to the Private Attorneys General Act (“PAGA”), and Defendant Bumble
6 Bee Foods, LLC (“Defendant”) (collectively, with Plaintiff, the “Parties”).

7 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined
8 herein), the State of California as to the employment of PAGA Members, PAGA Members, and
9 Defendant, subject to the terms and conditions hereof and the approval of the Court.

10 **RECITALS**

11 1. On November 4, 2021, Plaintiff provided written notice to the Labor and Workforce
12 Development Agency by online submission and to Defendant by Certified Mail of her intent to seek civil
13 penalties for Defendant’s alleged violations of the California Labor Code and Industrial Welfare
14 Commission Wage Orders, LWDA Case No. LWDA-CM-851254-21 (“LWDA Notice”).

15 2. On November 8, 2021, Plaintiff filed a Class Action Complaint for Damages against
16 Defendant in the Superior Court of California for the County of Los Angeles, thereby commencing the
17 action entitled *Josefa Arroyo v. Bumble Bee Food, LLC*, Case No. 21STCV41108 (“Class Action”). On
18 March 25, 2022, Plaintiff filed a First Amended Class Action and Representative Action Complaint (“First
19 Amended Complaint”) adding a cause of action under PAGA. On June 16, 2023, Plaintiff filed a Second
20 Amended Class Action and Representative Action Complaint (“Second Amended Complaint”) alleging
21 nine (9) causes of action against Defendant for violations of the California Labor Code and Business and
22 Professions Code for failure to pay minimum wages, failure to pay overtime wages, failure to pay meal
23 periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses,
24 failure to timely pay final wages at termination, failure to provide accurate itemized wage statements,
25 unfair business practices and for civil penalties under PAGA.

26 3. For purposes of this Agreement, the term “Action” is defined collectively to include the
27 Class Action, First Amended Complaint, Second Amended Complaint, and any amended complaints filed
28 in the Class Action by Plaintiff.

5. Class Counsel diligently investigated the proposed class and PAGA claims against Defendant in the Action, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and a review of numerous policies and practices.

6. On March 29, 2024, the Parties participated in a mediation with Lisa Klerman, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the Settlement that is memorialized herein. The 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 exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s independent investigation and evaluation, Class Counsel believe 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, State of California, and PAGA 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.

7. 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.

8. 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, and all actual costs incurred and to be incurred

1 by Class Counsel in the Action, as set forth in Paragraph 13 below.

2 b. “Class Counsel” and “Plaintiff’s Counsel” mean Kane Moon, Allen Feghali, and
3 Jacquelyne VanEmmerik of Moon Law Group, P.C., who will seek to be appointed counsel for the
4 Class.

5 c. “Class List” means a complete list of all Class Members that Defendant will
6 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
7 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each
8 Class Member’s full name, last known mailing address, Social Security Number, the number of
9 workweeks worked as an hourly-paid or non-exempt employee of Defendant in California during the
10 Class Period and during the PAGA Period, and such other information as is necessary for the Settlement
11 Administrator to calculate Workweeks during the Class Period and during the PAGA Period (as defined
12 below).

13 d. “Class Member(s)” or “Class” mean all current and former hourly-paid or non-
14 exempt employees who worked for Defendant in the State of California at any time during the Class
15 Period.

16 e. “Class Notice” means the Notice of Class Action Settlement, substantially in the
17 form attached as “**Exhibit A.**”

18 f. “Class Period” means the time period from January 30, 2020 to the date of
19 Preliminary Approval.

20 g. “Plaintiff” means Josefa Arroyo.

21 h. “Class Settlement” means the settlement and resolution of Released Class Claims.

22 i. “Court” means the Superior Court of the State of California for the County of Los
23 Angeles.

24 j. “Defendant” means Bumble Bee Foods, LLC.

25 k. “Defendant’s Counsel” means Matthew M. Sonne and Hayley S. Grunvald of
26 Sheppard, Mullin, Richter & Hampton, LLP.

27 l. “Effective Date” means the following: (a) the 61st day after service of notice of
28 entry of the Final Approval Order and Judgment; or (b) if an appeal, review, or writ is sought from the

Final Approval Order and Judgment, the day after the Final Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order and Judgment is no longer subject to further judicial review. Prior to the Effective Date, Defendant will not be required to fund the Settlement, in whole or in part, through the Settlement Administrator or any third party.

m. “Enhancement Payment” means the amount to be paid to Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of Class Members, State of California, and PAGA Members, as set forth in Paragraph 14 below.

n. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wages portion of the Individual Settlement Shares, which shall be paid by Defendant separately and in addition to the Total Settlement Amount.

o. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

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

q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Member Amount (i.e., 25% of the PAGA Amount) that a PAGA Member may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 18.

r. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 29 below.

s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 17.

t. “LWDA Payment” means the amount of Sixty Thousand Dollars and Zero Cents (\$60,000.00) (i.e., 75% of the PAGA Amount) that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) for the PAGA Settlement, as set forth in Paragraph 16.

1 u. “Net Settlement Amount” means the portion of the Total Settlement Amount that
2 is available for distribution to Settlement Class Members, which is the Total Settlement Amount less the
3 Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Amount, and
4 Attorneys’ Fees and Costs.

5 v. “Notice of Objection” means a Class Member’s timely and complete written
6 objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b)
7 contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of his
8 or her Social Security number, (c) contain a written statement of all grounds for the objection
9 accompanied by any legal support for such objection, (d) include copies of any papers, briefs, or other
10 documents upon which the objection is based, and (e) be returned by mail to the Settlement
11 Administrator at the specified address, postmarked on or before the Response Deadline.

12 w. “PAGA Amount” means the allocation of Eighty Thousand Dollars and Zero
13 Cents (\$80,000.00) from the Total Settlement Amount for the PAGA Settlement. Seventy-five percent
14 (75%) of the PAGA Amount, or \$60,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and
15 the remaining twenty-five percent (25%), or \$20,000.00, will be distributed to PAGA Members based
16 on their Workweeks during the PAGA Period (i.e., PAGA Member Amount).

17 x. “PAGA Members” means all current and former hourly-paid or non-exempt
18 employees of Defendant in the State of California employed during the PAGA Period.

19 y. “PAGA Member Amount” means the amount of Twenty Thousand Dollars and
20 Zero Cents (\$20,000.00). i.e., 25% of the PAGA Amount, to be distributed to PAGA Members on a *pro*
21 *rata* basis based on their Workweeks during the PAGA Period.

22 z. “PAGA Period” means the time period from November 4, 2020 through the date
23 of Preliminary Approval.

24 aa. “PAGA Settlement” means the settlement and resolution of Released PAGA
25 Claims.

26 bb. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
27 Josefa Arroyo, or Defendant.

28 cc. “Preliminary Approval” means entry of the Court order granting preliminary

1 approval of the Settlement Agreement.

2 dd. "Released Claims" means all claims arising from or reasonably related to the facts
3 and/or claims alleged in the Action, and all claims that were asserted or that could have been asserted
4 in the Action, including but not limited to state and/or federal wage and hour claims, failure to pay all
5 wages due, including minimum wages, straight time compensation, overtime compensation, double-
6 time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay;
7 rounding; alternative workweek schedules; failure to provide meal periods and/or rest periods; failure
8 to pay proper meal and/or rest period penalties; payment for all hours worked, including off-the-clock
9 work; failure to provide accurate itemized wage statements; failure to reimburse business expenses;
10 failure to timely pay all wages during employment; failure to timely pay all wages due at separation of
11 employment; failure to provide one day's rest in a seven-day workweek; failure to maintain accurate
12 records, including payroll records and time records; unfair business practices; penalties, including but
13 not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-
14 time penalties; interest; attorneys' fees and costs; and including and not limited to, all claims arising
15 under the California Labor Code (including but not limited to Sections 200-204, 206, 210, 218.5, 218.6,
16 226, 226.3, 226.7, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
17 2802, 2698 et seq., and 2699 et seq.); the Wage Orders of the California Industrial Welfare Commission;
18 the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions
19 Code Section 17200, et seq.; the California Civil Code, including but not limited to Sections 3287, 3336,
20 and 3294; 8 CCR Section 11030; California Code of Civil Procedure, including but not limited to
21 Section 1021.5; and the FLSA, 29 U.S.C. Section 201, et seq. This release excludes the release of claims
22 not permitted by law.

23 ee. "Released Class Claims" means any and all Released Claims, other than those
24 arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*

25 ff. "Released PAGA Claims" means any and all Released Claims arising under the
26 Private Attorneys General Act, California Labor Code Section 2698, *et seq.*

27 gg. "Released Parties" means Defendant Bumble Bee Foods, LLC, and each of its past,
28 present and future agents, employees, officers, directors, partners, trustees, representatives, shareholders,

1 stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or
2 partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint
3 employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and
4 future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and
5 assigns, and each of them.

6 hh. “Request for Exclusion” means a letter submitted by a Class Member indicating
7 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
8 of the Action, (b) contain the full name, signature, address, telephone number, and the last four (4) digits
9 of the Social Security Number of the Class Member requesting exclusion, (c) clearly state that the Class
10 Member does not wish to be included in the Class Settlement, and (d) be returned by mail to the
11 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

12 ii. “Response Deadline” means the deadline by which Class Members must submit a
13 Request for Exclusion, Notice of Objection, and/or dispute of the number of Workweeks credited to
14 them, which shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice
15 by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case
16 the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The
17 Response Deadline may also be extended by express agreement between Class Counsel and Defendant’s
18 Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to
19 extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the
20 Response Deadline for that Class Member shall be the extended by fifteen (15) calendar days from the
21 original deadline.

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

27 kk. “Settlement Administration Costs” means the costs payable from the Total
28 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this

1 Settlement, as set forth in Paragraph 15 below.

2 ll. "Settlement Class Members" means all Class Members who do not submit a timely
3 and valid Request for Exclusion.

4 mm. "Total Settlement Amount" means the amount of Nine Hundred Thirty Thousand
5 Dollars and Zero Cents (\$930,000.00). Defendant will pay the Total Settlement Amount in full
6 resolution of all Released Class Claims, Released PAGA Claims, and the Action, which includes all
7 Attorneys' Fees and Costs, the Enhancement Payment, the PAGA Amount, the Net Settlement Amount
8 to be paid to the Settlement Class Members, and Settlement Administration Costs. The Employer's Taxes
9 will be paid separately and in addition to the Total Settlement Amount.

10 nn. "Workweeks" means the number of weeks worked for Defendant as an hourly-
11 paid or non-exempt employee in California.

12 **CLASS CERTIFICATION**

13 9. For the purposes of this Settlement only, the Parties stipulate to the certification of the
14 Class.

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

21 **TERMS OF AGREEMENT**

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

24 11. Funding of the Settlement Amount. Within ten (10) calendar days of the Effective Date,
25 the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by
26 Defendant pursuant to the terms of the Settlement Agreement. Within twenty (20) calendar days of the
27 Effective Date, Defendant will fund with the Settlement Administrator the Total Settlement Amount of
28 Nine Hundred Thirty Thousand Dollars and Zero Cents (\$930,000.00) ("Settlement Fund Amount"), plus

1 an amount sufficient for Employer Taxes, into a settlement account to be established by the Settlement
2 Administrator. The settlement account must meet the requirements of a qualified settlement fund under
3 US Treasury Regulation § 468B-1.

4 12. Distribution of the Settlement Amount. Within seven (7) calendar days of the date on which
5 the Settlement Administrator receives the Settlement Fund Amount, the Settlement Administrator will
6 distribute the Court-approved Enhancement Payment, the LWDA Payment to the LWDA, the Court-
7 approved Settlement Administration Costs to itself (the Settlement Administrator), the Individual
8 Settlement Payments to Settlement Class Members, the Individual PAGA Payments to PAGA Members,
9 and Court-approved Attorneys' Fees and Costs to Class Counsel. The Settlement Administrator will also
10 undertake filings and remittances in connection with the employee's share of taxes on the wages portion
11 of Individual Settlement Shares and the Employer Taxes, that are necessary for administration of the
12 Settlement.

13 13. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose
14 attorneys' fees of up to one third of the Total Settlement Amount (i.e., up to Three Hundred and Ten
15 Thousand Dollars and Zero Cents (\$310,000.00) if the Total Settlement Amount remains \$930,000.00)
16 and reimbursement of actual costs and expenses associated with Class Counsel's litigation and
17 settlement of the Action, upon proof, in an amount not to exceed Thirty Five Thousand Dollars and Zero
18 Cents (\$35,000.00), both of which will be paid from the Settlement Fund Amount subject to Court
19 approval. These amounts will cover any and all work performed and any and all costs incurred by Class
20 Counsel in connection with the litigation of the Action, including, without limitation, all work
21 performed and costs incurred to date, and all work to be performed and all costs to be incurred in
22 connection with obtaining the Court's approval of this Settlement Agreement, including any objections
23 raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally
24 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on
25 the amounts received. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall
26 be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

27 14. Enhancement Payment. In recognition of her efforts and work in prosecuting the Action,
28 Defendant agrees not to oppose any application or motion for an Enhancement Payment in an amount

up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff. The Enhancement Payment, which will be paid from the Settlement Fund Amount, subject to Court approval, will be in addition to Plaintiff's individual settlement payment(s) Plaintiff may be eligible to receive under 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 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 Payment will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

15. 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 Eleven Thousand Dollars and Zero Cents (\$11,000.00). These costs, which will be paid from the Settlement Fund Amount, subject to Court approval, will include, *inter alia*, translating (to 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 Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Settlement Fund Amount, subject to approval by the Court. 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 requirement settlement administration duties will become part of the Net Settlement Amount.

16. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00) from the Settlement Fund Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section

2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$60,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$20,000.00, will be distributed to PAGA Members (i.e., the PAGA Member Amount) on a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., the Individual PAGA Payments).

17. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks during the Class Period as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks during the Class Period 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 Class Settlement.

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

18. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Member Amount based on the PAGA Members' number of Workweeks during the PAGA Period as follows: The Settlement Administrator will divide the PAGA Member Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks during the PAGA Period for all PAGA Members to yield the "PAGA Workweek Value," and multiply each PAGA Member's individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

19. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Members to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest

1 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle
2 Plaintiff, Settlement Class Members, or any PAGA Members to any increased retirement, 401K benefits
3 or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or
4 agreement in any benefit or compensation plan document that might have been in effect during the Class
5 Period).

6 20. Escalator Provision. Based on its records, Defendant estimates that there are
7 approximately 640 Class Members and 66,476 total Workweeks from January 30, 2020 to March 29,
8 2024. If the actual number of total Workweeks from January 30, 2020 through Preliminary Approval
9 exceeds 66,476 by more than ten percent (10%), i.e., exceeds 73,124, Defendant, at its sole discretion,
10 may either: (1) cut off the end date for the Class Period as of the date on which the number of total
11 Workweeks reaches but does not exceed 73,124; or (2) increase the Gross Settlement Amount on a pro
12 rata basis according to the number of additional Workweeks over the 10%.

13 21. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval,
14 Defendant will provide the Class List to the Settlement Administrator.

15 22. Notice by First-Class U.S. Mail.

16 a. Within fourteen (14) calendar days after receiving the Class List from Defendant,
17 the Settlement Administrator will perform a search based on the National Change of Address Database,
18 for information to update and correct for any known or identifiable address changes, and will mail a
19 Class Notice in (in the form attached as “**Exhibit A**” to this Settlement Agreement) to all Class Members
20 in English and Spanish via First-Class U.S. Mail, using the most current, known mailing addresses
21 identified by the Settlement Administrator.

22 b. With respect to Class Notices that are returned as undeliverable with a forwarding
23 address on or before the Response Deadline, the Settlement Administrator will re-mail the Class Notice
24 within five (5) calendar days to the forwarding address. With respect to Class Notices that are returned
25 as undeliverable without a forwarding address on or before the Response Deadline, the Settlement
26 Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice
27 within five (5) calendar days.

28 23. 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 must: (a) contain the case name and number of the Action, (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number of the disputing Class Member, (c) clearly state 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, (d) include information and/or attach documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her are correct, and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope 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's decision on such disputes will be final and non-appealable.

24. 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 and the Individual PAGA Payments by way of check to the PAGA Members in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Each Individual Settlement Payment and Individual PAGA 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 canceled. All funds associated with such canceled checks will be transmitted to the State Controller's Office, Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Member. The Settlement

1 Administrator shall undertake amended and/or supplemental tax filings and reporting, required under
2 applicable local, state, and federal tax laws, that are necessitated due to the cancelation of any Individual
3 Settlement Payment and Individual PAGA Payment checks. Settlement Class Members whose Individual
4 Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA
5 Members whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
6 PAGA Settlement.

7 25. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member
8 wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the
9 Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the return
10 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been
11 timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
12 Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the
13 individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be
14 filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a
15 Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class
16 Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement
17 and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
18 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will
19 be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the
20 Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final
21 Approval. Notwithstanding the above, all PAGA Members will be bound to the PAGA Settlement and
22 will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for
23 Exclusion. Plaintiff shall not opt out or submit a Request for Exclusion to the Settlement.

24 26. Procedure for Objecting to the Class Settlement. To object to the Class Settlement, Class
25 Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must submit
26 a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before the
27 Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and
28 contain all information required by this Settlement Agreement. The postmark date will be deemed the

1 exclusive means for determining that the Notice of Objection is timely. At no time will any of the
2 Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the
3 Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members,
4 individually or through counsel, may present their objection orally at the Final Approval Hearing,
5 regardless of whether they have submitted a Notice of Objection. Plaintiff shall not object to the
6 Settlement.

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

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

19 29. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
20 Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%)
21 penalties, interest, and other non-wage damages. The portion allocated to wages will be reported on an
22 IRS Form W-2 and the portions allocated to interest, penalties, and other non-wage damages will be
23 reported on an IRS Form-1099 (if applicable) by the Settlement Administrator. The Settlement
24 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
25 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
26 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
27 withholdings). The Employer Taxes will be paid separately and in addition to the Settlement Fund
28 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties

1 and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator. The
2 Settlement Administrator will not undertake any withholding or deductions with respect to the
3 Individual PAGA Payment.

4 30. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
5 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Members, and Class
6 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
7 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all
8 payroll taxes, contributions, and withholdings to the appropriate government authorities with respect to
9 the wages portion of the Individual Settlement Shares.

10 31. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
11 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
12 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
13 Class Members, and PAGA Members understand and agree that, except for Defendant's payment of
14 Employer Taxes, they will be solely responsible for correctly characterizing any compensation received
15 by them under the Settlement, on their personal income tax returns and paying any and all taxes due for
16 any and all amounts paid to them under the Settlement.

17 32. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
18 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
19 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
20 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT
21 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
22 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
23 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
24 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
25 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
26 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
27 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
28 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) 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 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'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.

33. 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.

34. Class Settlement Release. As of the date Defendant funds the Total Settlement Amount and all Employer Taxes, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

35. PAGA Settlement Release. As of the date Defendant funds the Total Settlement Amount and all Employer Taxes, Plaintiff, the State of California with respect to all PAGA Members, and all PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

36. General Release of Claims by Plaintiff. As of the date Defendant funds the Total Settlement Amount and all Employer Taxes, Plaintiff, on behalf of herself and her respective past, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally releases the Released Parties from any and all claims, known and unknown, under federal,

state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to her employment with Defendant and her compensation while an employee of Defendant (“Plaintiff’s Released Claims”). Plaintiff’s Released Claims include all claims alleged or could have been alleged in the Action, including but not limited to state and/or federal wage and hour claims, failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to provide one day’s rest in a seven-day workweek; failure to maintain accurate records, including payroll records; misclassification; unfair business practices; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; interest; and attorneys’ fees and costs. Plaintiff’s Released Claims also expressly include all claims arising under the California Labor Code (including but not limited to Sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802, 2698 et seq., and 2699 et seq.); the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (“PAGA”); California Business and Professions Code Section 17200, et seq.; the California Civil Code, including but not limited to Sections 3287, 3336, and 3294; 8 CCR Sections 11040; California Code of Civil Procedure, including but not limited to Section 1021.5; the California common law of contract; the FLSA, 29 U.S.C. Section 201, et seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. Section 1001, et seq. (“ERISA”). Plaintiff’s Released Claims also include all claims for lost wages and benefits. This release excludes the release of claims not permitted by law. Plaintiff’s Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiff’s Released Claims, those claims will remain released and forever barred.

1 Thus, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of California Civil
2 Code Section 1542, which reads:

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

6 Further, as to Plaintiff, this Agreement constitutes a knowing and voluntary waiver of any and all
7 rights or claims that she has or may have under the Federal Age Discrimination In Employment Act, as
8 amended by the Older Workers' Benefit Protection Act of 1990, 29 U.S.C. §§ 621 et seq. This paragraph
9 and this Agreement are written in a manner calculated to be understood by Plaintiff. Plaintiff is hereby
10 advised in writing to consult with an attorney before signing this Agreement. Plaintiff has had a
11 reasonable time of up to 21 days in which to consider signing this Agreement. If Plaintiff decides not to
12 use all 21 days, Plaintiff knowingly and voluntarily waives any claims that Plaintiff was not given the
13 21-day period or did not use the entire 21 days to consider this Agreement. Plaintiff may revoke this
14 Agreement at any time within the 7-day period following the date Plaintiff signs this Agreement by
15 providing written notice of revocation to Defendant's counsel of record. The Agreement shall not
16 become effective or enforceable until after this 7-day revocation period has expired. If Plaintiff revokes
17 the Agreement, Plaintiff will not receive the consideration set forth in the Agreement.

18 37. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

19 Upon execution of this Settlement Agreement, Class Counsel shall promptly obtain a hearing date for
20 the Motion for Preliminary Approval of the Settlement, which Class Counsel will be responsible for
21 drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel
22 will provide Defendant's Counsel a draft of the motion before filing it with the Court. Defendant agrees
23 not to oppose the Motion for Preliminary Approval of the Settlement consistent with this Settlement
24 Agreement. Said motion shall apply to the Court for the entry of an order (“Preliminary Approval
25 Order”), which shall be mutually agreed upon by the Parties, seeking the following:

- 26 a. Conditionally certifying the Class for settlement purposes only;
27 b. Granting Preliminary Approval of the Settlement;
28 c. Preliminarily appointing Plaintiff as representative of the Class;

d. Preliminarily appointing Class Counsel as counsel for the Class;

e. 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;

f. Approving the manner and method for Class Members to object to or request exclusion from the Class Settlement as contained herein and within the Class Notice; and

g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval should be granted.

38. 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) Individual PAGA Payments; (c) the LWDA Payment; (d) Attorneys' Fees and Costs; (e) the Enhancement Payment; and (f) Settlement Administration Costs. 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 final approval motion before filing it with the Court. By way of said motion, Class Counsel will apply for the entry of a 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;

b. Certification of the Settlement Class;

c. Appointment of Plaintiff as representative of the Class;

d. Appointment of Class Counsel as counsel for the Class;

e. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

f. Approval of the application for Enhancement Payment to Plaintiff;

g. Approval of the application for Settlement Administration Costs to the Settlement Administrator;

h. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and

1 i. Entering judgment in the Action, while maintaining continuing jurisdiction, in
2 conformity with California Rules of Court 3.769 and the Settlement Agreement.

3 39. Termination or Revocation of Settlement by Defendant. If either (i) ten percent (10%)
4 or more of the Class Members submit timely and valid Requests for Exclusion or timely and complete
5 Notices of Objection, or (ii) the total number of Class Members who submit timely and valid Requests
6 for Exclusion or timely and complete Notices of Objection whose share of the Net Settlement Amount
7 is ten percent (10%) or more of the Net Settlement Amount, or both (i) and (ii), Defendant may, at its
8 election, rescind the Settlement and all actions taken in its furtherance will be thereby null and void.
9 Defendant must exercise this right of rescission, in writing, to Class Counsel, within fourteen (14)
10 calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs and
11 objections. If the option to rescind is exercised, then Defendant shall be solely responsible for all
12 Settlement Administration Costs accrued to that point.

13 40. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall
14 have the following effects:

15 a. The Settlement Agreement shall be void and shall have no force or effect, and no
16 Party shall be bound by any of its terms;

17 b. In the event the Settlement Agreement is terminated, Defendant shall have no
18 obligation to make any payments to any Party, Class Member, PAGA Member, the State of California, or
19 attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up
20 to the date the Settlement Administrator is notified that the Settlement has been terminated;

21 c. The Preliminary Approval Order, including any order certifying the Class, shall be
22 vacated;

23 d. The Settlement Agreement and all negotiations, statements, and proceedings
24 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
25 to their respective positions in the Action prior to the execution of the Settlement Agreement;

26 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
27 statements, or filings in furtherance of the Settlement (including all matters associated with the mediation)
28 shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever;

1 and;

2 f. Any documents generated to bring the Settlement into effect, will be null and
3 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
4 likewise be treated as void from the beginning.

5 41. No Publicity. Plaintiff and Class Counsel agree that they will not issue any press releases,
6 initiate any contact with the press, respond to any press inquiry or have any communication with the press
7 about the amount or terms of the Settlement. Class Counsel may respond to press inquiries by stating the
8 matter has been resolved and refer the press to court filings. In addition, Plaintiff and Class Counsel agree
9 that they will not engage in any advertising or distribute any marketing materials specifying any material
10 terms relating to the Settlement of the Action, including but not limited to any postings on any websites
11 maintained by Class Counsel, and including but not limited to the identity of Defendant and/or any
12 information that identifies Defendant. The Settlement Administrator shall not create nor maintain any
13 separate website regarding this Settlement at any time. Any communication about the Settlement to Class
14 Members prior to the Court-approved mailing of the Class Notice will be limited to a statement that a
15 settlement has been reached and the details will be communicated in a forthcoming Court-approved notice.
16 Plaintiff is prohibited from discussing the terms or the fact of the settlement with third parties other than
17 (1) her spouse, and/or (2) her accountants or lawyers as necessary for tax purposes. Furthermore, Plaintiff
18 and Class Counsel will undertake any and all disclosures and submissions of papers that are required to
19 be made to the LWDA in conformity with PAGA.

20 42. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
21 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
22 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
23 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
24 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

25 43. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
26 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
27 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

28 44. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the

entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

45. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including with respect to California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

46. Amendment. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties and subject to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

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

48. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member or PAGA Member execute this

1 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
2 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement as
3 to the PAGA Members, and the releases provided for by the Settlement Agreement shall have the same
4 force and effect as if this Settlement Agreement were executed by each Settlement Class Member and
5 PAGA Member.

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

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

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

14 52. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
15 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
16 this Settlement after arm's-length negotiations with the assistance of a neutral mediator and in the
17 context of adversarial litigation, taking into account all relevant factors, present and potential. The
18 Parties further acknowledge that they are each represented by competent counsel and that they have had
19 an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement
20 Agreement. In addition, the Mediator may execute a declaration supporting the Settlement and the
21 reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss
22 the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

27 54. Plaintiff's Cooperation. By signing this Settlement Agreement, Plaintiff is hereby bound
28 by the terms herein and agrees to cooperate to implement the Settlement.

1 55. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
2 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued
3 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies,
4 that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated
5 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
6 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
7 any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any
8 of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an
9 admission or concession by Defendant of any such violations or failures to comply with any applicable
10 law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this
11 Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any
12 action or proceeding to establish any liability or admission on the part of Defendant or to establish the
13 existence of any condition constituting a violation of, or a non-compliance with state, federal, local or
14 other applicable law.

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

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

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

27 59. All Terms Subject to Final Court Approval. All amounts and procedures described in
28 this Settlement Agreement herein will be subject to final Court approval.

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

To Plaintiff and Class Counsel:

Kane Moon, Esq.
 Allen Feghali, Esq.
 Jacquelyne VanEmmerik, Esq.
MOON LAW GROUP, P.C.
 1055 W. Seventh St., Suite 1880
 Los Angeles, California 90017

To Defendant:

Matthew M. Sonne, Esq.
 Hayley S. Grunvald, Esq.
**SHEPPARD, MULLIN, RICHTER &
 HAMPTON, LLP**
 650 Town Center Drive, 10th Floor
 Costa Mesa, California 92626-1993

61. 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. This shall satisfy California Rules of Court 3.771(b), and no individualized notice to the Class will be required.

62. 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.

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

IT IS SO AGREED.

PLAINTIFF JOSEFA ARROYO

1 Dated: 6/2/2024, 2024

DocuSigned by:
Josefa Arroyo
DD30CA16654942A...
Josefa Arroyo, Plaintiff

3 **BUMBLE BEE FOODS, LLC**

4
5 Dated: 6/3/2024, 2024

DocuSigned by:
Jill Irvin
244CD3FAE034414...

6 Full Name: Jill Irvin

7 Title: Senior Vice President & General Counsel

8 On behalf of Bumble Bee Foods, LLC

1 **FIRST ADDENDUM TO JOINT STIPULATION OF CLASS ACTION AND PAGA**
2 **SETTLEMENT**

3 This First Addendum to Joint Stipulation of Class Action and PAGA Settlement (“Addendum”)
4 is made and entered into by and between Plaintiff Josefa Arroyo (“Plaintiff”), on behalf of all others
5 similarly situated and the State of California, with respect to the PAGA Members (as defined herein),
6 pursuant to the Private Attorneys General Act (“PAGA”), and Defendant Bumble Bee Foods, LLC
7 (“Defendant”) (collectively, with Plaintiff, the “Parties”).

8 **RECITALS**

9 1. The Parties entered into the Joint Stipulation of Class Action and PAGA Settlement
10 (“Settlement”) on or around June 3, 2024.

11 2. The Parties hereby enter into this Addendum to add their Counsel of Record as signatories
12 to the Settlement as to form and content. The following signatures therefore represent all Counsel of
13 Record’s assent to the form and content of the Settlement:

14 MOON LAW GROUP, P.C.

15 Dated: February 20, 2025

16 /s/ Kane Moon

17 Kane Moon, Esq.

Allen Feghali, Esq.

Jacquelyne VanEmmerik, Esq.

Counsel for Plaintiff, Josefa Arroyo

18 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

19 Dated: February 20, 2025

20 /s/ Lauren J. Blaes

21 Lauren J. Blaes, Esq.

Matthew Sonne, Esq.

Counsel for Defendant, Bumble Bee Foods, LLC