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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

JOSEPH D. HERNANDEZ, an individual and
on behalf of all others similarly situated,

Plaintiffs,

v.

BROMLEY FOODS, INC., a California
corporation; OCEAN VIEW FOODS, INC., a
California corporation; AMBERJACK
PARTNERS, LLC, a California limited
liability corporation; and DOES 1 through
100, inclusive,

Defendants

CASE NO.: 56-2021-00561326-CU-OE-
VTA

CLASS ACTION

[Assigned for all purposes to the Hon.
Henry Walsh in Dept. 42]

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

ACTION FILED: December 17, 2021
TRIAL DATE: None set

1
2 This Joint Stipulation re: Class Action and Representative Action Settlement
3 (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff
4 JOSEPH D. HERNANDEZ (“Plaintiff”), on behalf of himself and all others similarly situated
5 and aggrieved, on one hand; and defendants BROMLEY FOODS, INC., OCEAN VIEW
6 FOODS, INC., and AMBERJACK PARTNERS (collectively “Defendants”), on the other hand,
7 in the lawsuit entitled *Hernandez v Bromley Foods, Inc., et al.*, filed in Ventura County Superior
8 Court, Case No. 56-2021-00561326-CU-OE-VTA (the “Action”). Plaintiff and Defendants shall
9 be, at times, collectively referred to as the “Parties”. This Agreement is intended by the Parties
10 to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the
11 terms and conditions of this Agreement.

12 **1. DEFINITIONS**

13 **A. “Action”** means the class action, entitled *Hernandez v Bromley Foods, Inc., et al.*,
14 filed in Ventura County Superior Court, Case No. 56-2021-00561326-CU-OE-VTA.

15 **B. “Aggrieved Employees”** means all individuals employed by and performing
16 work for Defendants as non-exempt, hourly-paid employees during the PAGA Period in the State
17 of California.

18 **C. “Class Counsel”** means David D. Bibiyan, Jeffrey D. Klein, and Vedang J. Patel
19 of Bibiyan Law Group, P.C. The term “Class Counsel” shall be used synonymously with the term
20 “Plaintiff’s Counsel.”

21 **D. “Class Period”** means the period from December 17, 2017 through the
22 Preliminary Approval Date, unless Defendants elect to shorten the Class Period pursuant to
23 Section 17 of this Agreement.

24 **E. “Class Notice”** means and refers to the notice sent to Class Members after
25 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
26 Agreement.

27 **F. “Court”** means the Superior Court of the State of California for the County of
28 Ventura.

1 **G. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
2 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
3 objector, 60 days from the date of the Final Approval and Judgment; or (3) to the extent any
4 appeals have been filed, the date on which they have been resolved or exhausted.

5 **H. “Defendants”** means, collectively, BROMLEY FOODS, INC., OCEAN VIEW
6 FOODS, INC., and AMBERJACK PARTNERS.

7 **I. “Defendants’ Counsel”** means Michael J. O’Connor, Jr., Esq. and Geoffrey D. La
8 Val, Esq. of Atkinson, Andelson, Loya, Ruud & Romo.

9 **J. “Employer Taxes”** means employer-funded taxes and contributions imposed on
10 the wage portions of the Individual Settlement Payments under the Federal Insurance
11 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
12 and contributions required of employers, such as for unemployment insurance.

13 **K. “General Release”** means the broader release of claims by Plaintiff, which is in
14 addition to Plaintiff’s limited release of claims as a Participating Class Member.

15 **L. “Gross Settlement Amount”** means a non-reversionary all-in settlement fund in
16 the sum of Eight Hundred and Seventy Five Thousand Dollars and Zero Cents (\$875,000.00),¹
17 which shall be paid by Defendants, from which all payments for the settlement of this Action,
18 inclusive of the Individual Settlement Payments to Participating Class Members, the Court-
19 approved amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class
20 Counsel, Settlement Administration Costs, the Service Award, the PAGA Payment and the
21 LWDA Payment, shall be paid. It expressly excludes, however, any Employer Taxes, which shall
22 be paid by Defendants separate, apart and in addition to the Gross Settlement Amount.

23 **M. “Individual PAGA Payment”** means a payment made to an Aggrieved Employee
24 for his or her share of the PAGA Payment, which may be in addition to his or her Individual
25 Settlement Share if he or she is also a Participating Class Member.

26 **N. “Individual Settlement Payment”** means a payment to a Participating Class
27 Member of his or her pro rata share of the Net Settlement Amount.

28

¹ As the same may be increased in accordance with Paragraph 17 below.

1 **O. “Individual Settlement Share”** means the gross amount of the Net Settlement
2 Amount that a Participating Class Member is projected to receive based on the number of
3 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
4 shall be reflected in his or her Class Notice.

5 **P. “LWDA Payment”** means the payment to the State of California Labor and
6 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
7 amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross
8 Settlement Amount. The Parties have agreed that Twenty Five Thousand Dollars and Zero Cents
9 (\$25,000.00) shall be allocated toward PAGA penalties, of which Eighteen Thousand Seven
10 Hundred and Fifty Dollars and Zero Cents (\$18,750.00) will be paid to the LWDA (*i.e.*, the
11 LWDA Payment) and Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$6,250.00)
12 will be paid to Aggrieved Employees on a *pro rata* basis based on the pay periods worked for
13 Defendants as a non-exempt, hourly-paid employee in California in the PAGA Period (*i.e.* the
14 PAGA Payment).

15 **Q. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
16 that is available for distribution to the Participating Class Members after deductions for the Court-
17 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
18 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
19 Payment and the PAGA Payment.

20 **R. “Operative Complaint” or “Complaint”** means the First Amended Complaint
21 filed with the Court.

22 **S. “PAGA Payment”** is the 25% portion of the Twenty-Five Thousand Dollars and
23 Zero Cents (\$25,000.00) that is allocated toward PAGA penalties (Six Thousand Two Hundred
24 and Fifty Dollars and Zero Cents (\$6,250.00)) that will be paid to Aggrieved Employees on a *pro*
25 *rata* basis based on the pay periods worked as non-exempt, hourly-paid employees in California
26 in the PAGA Period, which would be in addition to their Individual Settlement Payment if they
27 are Participating Class Members, as well.

1 **S. “PAGA Period”** means the period from December 17, 2020 through the end of
2 the Class Period.

3 **T. “Pay Periods”** means the number of pay periods that an Aggrieved Employee
4 was employed by and performed worked for the Defendants in a non-exempt, hourly position
5 during the PAGA Period in California, based on dates actually worked and as provided by
6 Defendants.

7 **U. “Participating Class Members”** means all Settlement Class Members who do
8 not submit a timely and valid Request for Exclusion.

9 **V. “Participating Individual Settlement Share”** means the gross amount of the Net
10 Settlement Amount that a Participating Class Member is eligible to receive based on the number
11 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
12 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
13 may be entitled if he or she is also an Aggrieved Employee.

14 **V. “Plaintiff,” “Named Plaintiff,” or “Class Representative”** shall refer to Plaintiff
15 Joseph Hernandez.

16 **W. “Preliminary Approval Date”** means the date on which the Court enters an Order
17 granting preliminary approval of the Settlement.

18 **X. “Released Parties”** shall mean Defendants, and their successors and predecessors
19 in interest, and each of their respective past, present and future officers, directors, members,
20 shareholders, principals, managing agents, trustees, employees, managers, independent
21 contractors, consultants, accountants, auditors, administrators, payroll processors, joint
22 employers, attorneys, assigns, shareholders, successors, predecessors, agents, parents,
23 subsidiaries, DBA’s, affiliates, insurers and reinsurers, company-sponsored employee benefit
24 plans of any nature, and fiduciaries. .

25 **Y. “Response Deadline”** means the deadline for Settlement Class Members to mail
26 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
27 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
28 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In

1 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing
2 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
3 to postmark a Request for Exclusion, Workweek Dispute, or Objection. The date of the postmark
4 shall be the exclusive means for determining whether a Request for Exclusion, Objection or
5 Workweek Dispute was submitted by the Response Deadline.

6 **Z. “Request for Exclusion”** means a written request to be excluded from the
7 Settlement Class pursuant to Paragraph 9(C) below.

8 **AA. “Service Award”** means monetary amounts to be paid to Plaintiff of up to Seven
9 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), which, subject to Court approval,
10 will be paid out of the Gross Settlement Amount.

11 **BB. “Settlement Administration Costs”** means all costs incurred by the Settlement
12 Administrator in administration of the Settlement, including, but not limited to, translating the
13 Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and
14 Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual
15 PAGA Payments and Participating Individual Settlement Shares, as well as associated taxes and
16 withholdings, providing declarations, generating Individual Settlement Payment checks and
17 related tax reporting forms, doing administrative work related to unclaimed checks, transmitting
18 payment to Class Counsel for the Court-approved amounts for attorneys’ fees and reimbursement
19 of litigation costs and expenses, to Plaintiff for her Service Award and to the LWDA for the
20 LWDA Payment, providing weekly reports of opt-outs, objections and related information, and
21 any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to
22 the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed
23 \$19,100.00. If the actual amount of the Settlement Administration Costs is less than \$19,100.00,
24 the difference between \$19,100.00 and the actual Settlement Administration Costs shall be a part
25 of the Net Settlement Amount. If the Settlement Administration Costs exceed \$19,100.00, then
26 such excess will be paid solely from the Gross Settlement Amount and Defendants will not be
27 responsible for paying any additional funds in order to pay these additional costs.
28

1 **CC. “Settlement Administrator”** means the Third-Party Administrator mutually
2 agreed upon by the Parties that will be responsible for the administration of the Settlement
3 including, without limitation, translating the Class Notice in Spanish, distribution of the
4 Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount
5 and related matters under this Agreement.

6 **DD. “Settlement Class,” “Settlement Class Members” or “Class Members”** means
7 all non-exempt, hourly-paid employees who were employed and performed work in California
8 for Defendants at any time during the Class Period.

9 **W. “Workweeks”** means the number of calendar weeks that a Settlement Class
10 Member was employed by, and performed work for, Defendants in a non-exempt, hourly position
11 during the Class Period in California, based on dates actually worked and as provided by
12 Defendants.

13 **2. BACKGROUND**

14 **A.** On December 17, 2021, Plaintiff filed a putative wage-and-hour class action
15 alleging that, during the Class Period, Defendants, as it pertains to Class Members: (1) failed to
16 pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or
17 compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof;
18 (5) failed to pay all wages due upon termination; (6) failed to provide accurate wage statements;
19 (7) failed to timely pay wages during employment; (8) failed to indemnify for all necessary
20 expenditures or losses; and (9) engaged in unfair competition (the “Class Action”).

21 **B.** On December 15, 2021, Plaintiff filed with the LWDA and served on Defendants
22 a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the
23 LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code
24 violations (“PAGA Notice”).

25 **C.** On April 1, 2022, after sixty-five (65) days had passed since Plaintiff filed and
26 served the PAGA Notice, without any action by the LWDA with respect to the alleged Labor
27 Code violations, Plaintiff filed a first amended complaint in the Class Action, seeking PAGA
28 civil penalties against Defendants for Labor Code violations alleged in the PAGA Notice.

1 **D.** Prior to mediation, Defendants agreed to informally produce the following: (1)
2 class data points, including the number of pay periods worked during Class Period through
3 mediation, the number of terminated/separated Class Members in the waiting time penalty period
4 and the number of Aggrieved Employees (current and former), number of hours worked, and
5 number of pay periods in the wage statement period and PAGA Period; (2) all of Defendants'
6 policy documents; (3) Plaintiff's personnel file; and (4) time and payroll records for 10% of the
7 putative class members employed from the start of the Class Period through mediation.

8 **E.** On May 24, 2023, the Parties participated in a full-day mediation before Gig
9 Kyriacou, Esquire, a well-regarded mediator experienced in mediating complex labor and
10 employment matters. With the aid of the mediator's evaluation, the Parties reached the Settlement
11 to resolve the Action.

12 **F.** Class Counsel has conducted a significant and thorough investigation of the facts
13 and law relating to the claims and defenses asserted in the Action and in the PAGA Notice, and
14 has concluded that the Settlement set forth herein is fair, reasonable, adequate and in the best
15 interests of the Settlement Class, taking into account the claims involved, the sharply contested
16 issues involved, the expense and time necessary to litigate the Action through trial and any
17 appeals, the risks and costs of further litigation of the Action, the risk of an adverse outcome, the
18 uncertainties of complex litigation, the information learned through informal discovery regarding
19 Plaintiff's allegations, and the substantial benefits to be received by Settlement Class Members.

20 **G.** Defendants have concluded that, because of the substantial expense of defending
21 against the Class Action, the length of time necessary to resolve the issues presented herein, the
22 inconvenience involved and the concomitant disruption to its business operations, it is in its best
23 interest to accept the terms of this Agreement. Defendants deny each of the allegations and claims
24 asserted against it in the Class Action and in the PAGA Notice, and that any such putative class
25 action or representative action can be maintained and proceed herein. However, Defendants
26 nevertheless desire to settle the Action for the purpose of avoiding the burden, expense, and
27 uncertainty of continuing litigation, and for the purpose of putting to rest the controversies
28 engendered by the Action.

1 **H.** This Agreement is intended to and does effectuate the full, final and complete
2 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
3 PAGA Released Claims of Plaintiff and the Aggrieved Employees and, to the fullest extent
4 permitted by law, of the State of California and Aggrieved Employees, and the General Release
5 of Plaintiff's individual claims.

6 **3. JURISDICTION**

7 The Court has jurisdiction over the Parties and the subject matter of the Action. The
8 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
9 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
10 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
11 pursuant to California Rules of Court, rule 3.769, subdivision (h).

12 **4. STIPULATION OF CLASS CERTIFICATION**

13 The Parties stipulate to the certification of the Settlement Class under this Agreement for
14 purposes of settlement only.

15 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

16 After full execution of this Agreement, Plaintiff will move for an order granting
17 preliminary approval of the Settlement, approving and directing the mailing of the proposed
18 Notice of Class Action Settlement ("Class Notice") attached hereto as **Exhibit "A,"** conditionally
19 certifying the Settlement Class for settlement purposes only, and approving the deadlines
20 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes and
21 Objections. Class Counsel will send Defendant's Counsel the preliminary and final approval
22 motions for review prior to the filing of same. Defendant's Counsel shall have at least three (3)
23 business days in which to review and provide feedback regarding such motions. If and when the
24 Court preliminarily approves the Settlement, and after administration of the Class Notice in a
25 manner consistent with the Court's Preliminary Approval Order, Plaintiffs will move for an order
26 finally approving the Settlement and seek entry of a Judgment in line with this Settlement. The
27 Parties may both respond to any Objections lodged to final approval of the Settlement up to five
28 (5) court days before the Final Approval Hearing.

1 **6. STATEMENT OF NO ADMISSION**

2 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiff
3 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
4 PAGA Notice. This Agreement shall not be deemed an admission by Defendants of any claims
5 or allegations asserted in the Class Action or in or related to the PAGA Notice. Except as set
6 forth elsewhere herein, in the event that this Agreement is not approved by the Court or any
7 appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed
8 to have waived, limited or affected in any way any claims, rights or remedies, or defenses in the
9 Class Action or in the PAGA Notice, and Defendants will not be deemed to have waived, limited
10 or affected in any way any of their objections or defenses in the Class Action and in or related to
11 the PAGA Notice. The Parties shall be restored to their respective positions in the Action prior
12 to the entry of this Settlement.

13 **7. RELEASE OF CLAIMS**

14 **A. Release by All Participating Class Members.**

15 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
16 of Judgment and payment by Defendants to the Settlement Administrator of the full Gross
17 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and
18 all Participating Class Members release all claims against the Released Parties asserted in the
19 Operative Complaint filed in the Action, or any and all claims that may have been asserted against
20 the Released Parties based on the factual allegations in the Operative Complaint, including, *inter*
21 *alia*: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum
22 wages; (3) all claims for failure to provide meal periods or compensation in lieu thereof; (4) all
23 claims for failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure
24 to pay all wages due upon termination; (6) all claims for failure to provide accurate wage
25 statements; (7) all claims for failure to timely pay wages during employment; (8) all claims for
26 failure to indemnify for all necessary expenditures or losses; and (9) all claims asserted through
27 California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code
28 violations referenced in the Operative Complaint (the "Class Released Claims").

1 **B. Release by All Aggrieved Employees**

2 For Aggrieved Employees and, to the extent permitted by law, the State of California, the
3 release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice
4 and in the PAGA Action, and thereafter alleged in the Operative Complaint for PAGA civil
5 penalties, including, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699,
6 alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3,
7 232, 232.5, 246, *et seq.*, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802, and
8 2810.5 (the “PAGA Released Claims”). The Class Released Claims and PAGA Released Claims
9 shall be referred to herein as the “Released Claims”.

10 **C. Claims Not Released via Class and PAGA Settlement**

11 The releases above expressly exclude all other claims, including claims for vested
12 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
13 compensation, and any other claims outside of the Class Released Claims of Participating Class
14 Members arising during the Class Period and the PAGA Released Claims of Aggrieved
15 Employees (and, to the extent permitted by law, the State of California) arising outside of the
16 PAGA Period.

17 **D. General Release**

18 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
19 of Judgment and payment by Defendants to the Settlement Administrator selected of the full
20 Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in
21 addition to the Released Claims, Plaintiff makes the additional following General Release:
22 Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of
23 action of every nature and description whatsoever, known or unknown, asserted or that might
24 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
25 law or regulation arising out of, relating to, or in connection with any act or omission of the
26 Released Parties through the date of full execution of this Agreement in connection with
27 Plaintiff’s employment with Defendants or termination thereof, except for any and all other
28 claims that may not be released as a matter of law through this Agreement. To the extent of the

1 General Release provided herein, Plaintiff stipulates and agrees that, upon entry of an Order
2 granting Final Approval of the Settlement, entry of Judgment and payment by Defendants to the
3 Settlement Administrator selected of the full Gross Settlement Amount and Employers' Taxes
4 necessary to effectuate the Settlement, they shall have expressly waived and relinquished, to the
5 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
6 California Civil Code, or any other similar provision under federal or state law, which provides:

7 A general release does not extend to claims that the creditor or
8 releasing party does not know or suspect to exist in his or her favor
9 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.

10 Being fully informed of this provision of the Civil Code and understanding its provisions,
11 Plaintiff agrees to waive any rights under that section, and acknowledges that this Settlement
12 Agreement and the general release contained herein extends to all claims that he has or might
13 have against the Released Parties, including those which are presently unknown to him or that
14 he does not know or suspect to exist, which, if known by him, might have affected his settlement
15 with, and release of the Released Claims as to, the Released Parties.

16 **8. SETTLEMENT ADMINISTRATOR**

17 A. Plaintiff and Defendants, through their respective counsel, have selected ILYM
18 Group, Inc. ("ILYM") to administer the Settlement, which includes, but is not limited to,
19 translating the Class Notice to Spanish, distributing and responding to inquiries about the Class
20 Notice, and calculating all amounts to be paid from the Gross Settlement Amount. Charges and
21 expenses of the Settlement Administrator, currently estimated to be \$19,100.00, will be paid
22 from the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs
23 is less than \$19,100.00, the difference between \$19,100.00 and the actual Settlement
24 Administration Costs shall be a part of the Net Settlement Amount. If the Settlement
25 Administration Costs exceed \$19,100.00, then such excess will be paid solely from the Gross
26 Settlement Amount and Defendants will not be responsible for paying any additional funds in
27 order to pay these additional costs.

1 9. **NOTICE, WORKWEEK DISPUTE, OBJECTION AND EXCLUSION**
2 **PROCESS**

3 **A. Notice to the Settlement Class Members**

4 (1) Within fifteen (15) calendar days after the Preliminary Approval Date,
5 Defendants' Counsel shall provide the Settlement Administrator with information with respect
6 to each Settlement Class Member and Aggrieved Employee, including his or her: (1) name; (2)
7 last known address(es) currently in Defendants' possession, custody or control; (3) last known
8 telephone number(s) currently in Defendants' possession, custody or control; (4) last known
9 Social Security Number(s) in Defendants' possession, custody or control; (5) dates worked by
10 each Settlement Class Member, and the number of Pay Periods worked by each Aggrieved
11 Employee; and (6) the number of workweeks worked by each Settlement Class Member in the
12 Class Period and number of pay periods worked by each Aggrieved Employee, as applicable
13 ("Class List"). The Settlement Administrator shall first perform an address search using the
14 United States Postal Service National Change of Address ("NCOA") database and update the
15 addresses contained on the Class List with the newly-found addresses, if any. Within seven (7)
16 calendar days or soon thereafter of receiving the Class List from Defendants, the Settlement
17 Administrator shall mail the Class Notice in English and Spanish to the Settlement Class
18 Members via first-class regular U.S. Mail using the most current mailing address information
19 available. The Settlement Administrator shall maintain the Class List and digital copies of all the
20 Settlement Administrator's records evidencing the giving of notice to any Settlement Class
21 Member for at least four (4) years from the Final Approval Date.

22 (2) The Class Notice will set forth:

- 23 (a) the Settlement Class Member's estimated Individual
24 Settlement Payment and Individual PAGA Payment,
25 and the basis for each;
26 (b) the information required by California Rule of Court,
27 rule 3.766, subdivision (d);
28 (c) the material terms of the Settlement;

- 1 (d) the proposed Settlement Administration Costs;
- 2 (e) the definition of the Settlement Class;
- 3 (f) a statement that the Court has preliminarily approved
- 4 the Settlement;
- 5 (g) how the Settlement Class Member can obtain
- 6 additional information, including contact information
- 7 for Class Counsel;
- 8 (h) information regarding opt-out and objection
- 9 procedures;
- 10 (i) the date and location of the Final Approval Hearing;
- 11 and
- 12 (j) that the Settlement Class Member must notify the
- 13 Settlement Administrator no later than the Response
- 14 Deadline if the Settlement Class Member disputes the
- 15 accuracy of the number of Workweeks worked as set
- 16 forth on his or her Class Notice ("Workweek Dispute").
- 17 If a Settlement Class Member fails to timely dispute the
- 18 number of Workweeks attributed to him or her in
- 19 conformity with the instructions in the Class Notice,
- 20 then he or she shall be deemed to have waived any
- 21 objection to its accuracy and any claim to any
- 22 additional settlement payment based on different data.

23 (3) If a Class Notice from the initial notice mailing is returned as

24 undeliverable, the Settlement Administrator will attempt to obtain a current address for the

25 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)

26 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class

27 Member by phone, if possible, and (2) undertaking a skip tracing to determine a better address

28 for the Class Member. If the Settlement Administrator is successful in obtaining a new address,

1 it will re-mail the Class Notice to the Settlement Class Member within three (3) calendar days.
2 Further, any Class Notices that are returned to the Settlement Administrator with a forwarding
3 address before the Response Deadline shall be promptly re-mailed to the forwarding address
4 affixed thereto.

5 (4) No later than seven (7) calendar days from the Response Deadline, the
6 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
7 completion of the notice process, including the number of attempts to obtain valid mailing
8 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
9 and copies of all Requests for Exclusion and Objections received by the Settlement
10 Administrator.

11 **B. Objections**

12 Only Participating Class Members may object to the Settlement. In order for any
13 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
14 do so by mailing a written objection to the Settlement Administrator at the address or phone
15 number provided on the Class Notice no later than the Response Deadline. The Settlement
16 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendants'
17 Counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which
18 Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection
19 should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four
20 digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of
21 whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
22 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
23 Objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
24 Request for Exclusion will control and the Objection will be disregarded.. The date of mailing
25 of the Class Notice to the objecting Settlement Class Member shall be conclusively determined
26 according to the records of the Settlement Administrator. Participating Settlement Class
27 Members need not object in writing to be heard at the Final Approval Hearing; they may object
28 or comment in person at the hearing at their own expense. Class Counsel and Defendants'

1 Counsel may respond to any objection lodged with the Court up to five (5) court days before the
2 Final Approval Hearing.

3 **C. Requesting Exclusion**

4 Any Settlement Class Member may request exclusion from (*i.e.*, “opt out” of) the
5 Settlement by mailing a written request to be excluded from the Settlement (“Request for
6 Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline.
7 To be valid, a Request for Exclusion must include: (1) the Class Member’s name; (2) the last
8 four (4) digits of the Class Member’s Social Security Number; (3) the Class Member’s signature;
9 and (4) the following statement: “Please exclude me from the Settlement Class in the *Hernandez*
10 *v. Bromley Foods, Inc., et al.*, matter” or any statement of similar meaning standing for the
11 proposition that the Class Member does not wish to participate in the Settlement. The Settlement
12 Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel
13 and Defendants’ Counsel and shall report the Requests for Exclusions that it receives, to the
14 Court, in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement
15 Class Member who requests exclusion using this procedure will not be entitled to receive any
16 payment from the Settlement and will not be bound by the Settlement Agreement or have any
17 right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who
18 does not opt out of the Settlement by submitting a timely and valid Request for Exclusion will
19 be bound by all terms of the Settlement, including those pertaining to the Released Claims, as
20 well as any Judgment that may be entered by the Court if Final Approval of the Settlement is
21 granted. A Settlement Class Member cannot submit both a Request for Exclusion and an
22 objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
23 Request for Exclusion will control and the Objection will be disregarded. Settlement Class
24 Members who worked during the PAGA Period as Aggrieved Employees that submit a valid
25 Request for Exclusion will still be deemed Aggrieved Employees, will still receive their
26 Individual PAGA Payments, and will still be bound by the release of the PAGA Released Claims.

27 **D. Disputes Regarding Settlement Class Members’ Workweek Data.**
28

1 Each Settlement Class Member may dispute the number of Workweeks attributed to him
2 or her on his or her Class Notice ("Workweeks Dispute"). To be valid, any such disputes must
3 be mailed to the Settlement Administrator by the Settlement Class Member, postmarked on or
4 before the Response Deadline and must include: (a) the Class Member's name; (b) the last four
5 (4) digits of the Class Member's Social Security Number; (c) the Class Member's signature; (d)
6 the number of Workweeks he or she claims to have worked in the Class Period, and (e) any
7 documentary support for the number of Workweeks the Class Member claims to have worked.
8 The Settlement Administrator shall immediately provide copies of all disputes to Class Counsel
9 and counsel for Defendants and shall immediately attempt to resolve all such disputes directly
10 with relevant Settlement Class Member(s) with the assistance of Defendants and Class Counsel.
11 Absent evidence rebutting Defendants' records, Defendants' records will be presumed
12 determinative. If the dispute cannot be resolved in this manner, the Court shall adjudicate the
13 dispute.

14 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
15 **PAGA PAYMENTS**

16 Individual Settlement Payments will be calculated and distributed to Participating Class
17 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
18 Members' respective number of Workweeks worked during the Class Period. Individual PAGA
19 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
20 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
21 number of pay periods worked during the PAGA Period.

22 **A.** The Settlement Administrator will determine the total number of Workweeks
23 worked by each Settlement Class Member during the Class Period ("Class Member's
24 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
25 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
26 Administrator will determine the total number of Pay Periods worked by each Aggrieved
27 Employee during the PAGA Period ("Aggrieved Employee's Pay Periods"), as well as the
28

1 aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period
2 (“PAGA Pay Periods”).

3 **B.** For purpose of inclusion in the Class Notice, to determine each Settlement Class
4 Member’s Individual Settlement Share, the Settlement Administrator will use the following
5 formula: Individual Settlement Share = (Each Settlement Class Member’s Workweeks worked
6 in the Class Period ÷ Total number of Workweeks work by the Settlement Class in the Class
7 Period) × Net Settlement Amount.

8 **C.** For purpose of final payment to Participating Class Members, to determine each
9 Participating Class Member’s Participating Individual Settlement Share, the Settlement
10 Administrator will determine the aggregate number of Workweeks worked by all Participating
11 Class Members during the Class Period (“Participating Class Workweeks”) and use the
12 following formula: Individual Settlement Share = (Each Participating Class Member’s
13 Workweeks worked in the Class Period ÷ Total number of Class Workweeks worked by
14 Participating Class Members in the Class Period) × Net Settlement Amount.

15 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
16 to Participating Class Members by way of check and is referred to as “Individual Settlement
17 Payment(s)”.

18 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
19 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
20 PAGA Payment = (Each Aggrieved Employee’s Pay Periods worked in the PAGA Period ÷
21 Total number of PAGA Pay Periods worked by Aggrieved Employees in the PAGA Period) x
22 \$6,250.00 (the PAGA Payment).

23 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid
24 to Participating Class Members and/or Aggrieved Employees by way of check. When a
25 Participating Class Member is also an Aggrieved Employee, one check may be issued that
26 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

27 **11. DISTRIBUTION OF PAYMENTS**

28 **A. Distribution of Individual Settlement Payments**

1 Participating Class Members will receive an Individual Settlement Payment and
2 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
3 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
4 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
5 calendar days after expiration of the 180-day period, checks for such payments shall be
6 canceled and funds associated with such checks shall be considered unpaid, unclaimed or
7 abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid
8 Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil
9 Procedure section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street,
10 Suite 600, San Francisco, California 94104, the *cy pres* recipient, for use in Ventura County.
11 The Settlement Administrator shall prepare a report regarding the distribution plan pursuant to
12 Code of Civil Procedure section 384 and the report shall be presented to the Court by Class
13 Counsel along with a proposed amended judgment that is consistent with the provisions of
14 Code of Civil Procedure section 384.

15 **B. Funding of Settlement**

16 Defendants shall make payment of the Gross Settlement Amount as follows: (1)
17 Defendants shall make an initial payment of one-half (1/2) of the Gross Settlement Amount and
18 one (1/2) of Employer Taxes, within ten (10) calendar days of the Final Approval date ("Initial
19 Payment"); and (2) make payment of the remaining one-half (1/2) of the Gross Settlement
20 Amount and Employer Taxes no later than one (1) year from the Final Approval Date ("Final
21 Payment"), to the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-
22 1 for deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC insured
23 banking institution, for distribution in accordance with this Agreement and the Court's Orders
24 and subject to the conditions described herein.

25 **C. Time for Distribution**

26 Within seven (7) calendar days after the Initial Payment of the Gross Settlement Amount
27 and Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement
28 Administrator shall distribute one-half (1/2) of all payments due from the QSA for: (1) the

1 Service Award to Plaintiff, as specified in this Agreement and approved by the Court; (2) the
2 Attorneys' Fees and Cost Award to be paid to Class Counsel, as specified in this Agreement and
3 approved by the Court; (3) the Settlement Administrator Costs, as specified in this Agreement
4 and approved the Court; (4) the LWDA Payment, as specified in this Agreement and approved
5 by the Court; (5) Individual PAGA Payments to Aggrieved Employees, as specified in this
6 Agreement and approved by the Court; and (6) Individual Settlement Payments to Participating
7 Class Members, less applicable taxes and withholdings, as specified in this Agreement and
8 approved by the Court. Furthermore, within seven (7) calendar days after the Final Payment of
9 the Gross Settlement Amount and Employer Taxes, the Settlement Administrator shall distribute
10 the remaining one (1/2) of all payments due from the QSA for items 1-6 stated above.

11 All interest accrued shall be for the benefit of the Class Members and distributed to
12 Participating Class Members as part of their Individual Settlement Payment.

13 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

14 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
15 fees of up to thirty five percent (35%) of the Gross Settlement Amount, which,, amounts to Three
16 Hundred and Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$306,250.00), unless
17 the Gross Settlement Amount increases pursuant to Paragraph 17 of this Agreement. Class
18 Counsel shall further apply for, and Defendants shall not oppose, an application or motion by
19 Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of
20 this matter as set forth by declaration testimony in an amount up to Thirty Thousand Dollars and
21 Zero Cents (\$30,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross
22 Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle
23 and obtain Final Approval of the settlement in Action. The "future" aspect of the amounts stated
24 herein includes, without limitation, all time and expenses expended by Class Counsel (including
25 any appeals therein). There will be no additional charge of any kind to either the Settlement
26 Class Members or request for additional consideration from Defendants for such work unless,
27 Defendants materially breach this Agreement, including any term regarding funding, and further
28 efforts are necessary from Class Counsel to remedy said breach, including, without limitation,

1 moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or
2 litigation costs and expenses in amounts that are less than the amounts provided for herein, then
3 the unapproved portion(s) shall be a part of the Net Settlement Amount.

4 **13. SERVICE AWARD TO PLAINTIFF**

5 Named Plaintiff shall seek, and Defendants shall not oppose, a Service Award in an
6 amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to
7 Plaintiff, for participation in and assistance with the Action. Any Service Award and additional
8 consideration awarded and/or paid to Plaintiff shall be paid from the Gross Settlement Amount
9 and shall be reported on an IRS Form 1099. If the Court approves the Service Award in less than
10 the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement
11 Amount.

12 **14. TAXATION AND ALLOCATION**

13 a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
14 be reported on an IRS Form W2); and 80% as non-wage statutory damages and interest (to be
15 reported on an IRS Form 1099). Each Individual PAGA Payment shall be allocated entirely as
16 penalties (to be reported on an IRS Form 1099). The Parties agree that the employees' share of
17 taxes and withholdings with respect to the wage portion of the Individual Settlement Share will
18 be withheld from the Individual Settlement Share in order to yield the Individual Settlement
19 Payment. The amount of federal income tax withholding will be based upon a flat withholding
20 rate for supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-
21 1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to
22 applicable state and/or local withholding codes or regulations.

23 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
24 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
25 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
26 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
27 set forth in this Section may be modified in a manner to bring Defendants into compliance with
28 any such changes.

1 c. All Employer Taxes shall be paid by Defendants separate, apart, and in addition
2 to the Gross Settlement Amount. Defendants shall remain liable to pay the employer's share of
3 payroll taxes as described above.

4 d. Neither Counsel for Plaintiff nor Defendants intend anything contained in this
5 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
6 be relied upon as such within the meaning of United States Treasury Department Circular 230
7 (31 C.F.R. Part 10, as amended) or otherwise.

8 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

9 The Parties agree to allocate Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)
10 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five
11 percent (75%) of the amount allocated toward PAGA (\$18,750.00) will be paid to the LWDA
12 and twenty-five percent (25%) (\$6,250.00) will be distributed to Aggrieved Employees on a *pro*
13 *rata* basis based upon their respective pay periods worked as Aggrieved Employees during the
14 PAGA Period.

15 **16. COURT APPROVAL**

16 This Agreement is contingent upon an order by the Court granting Final Approval of the
17 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
18 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
19 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
20 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
21 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
22 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
23 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
24 the Settlement Agreement being voided or not approved, and which control in such an event.

25 **17. INCREASE IN WORKWEEKS**

26 Defendants represent that there are no more than 85,460 Workweeks worked by Class
27 Members from the start of the Class Period through February 28, 2023. In the event the number
28 of Workweeks worked during the Class Period increases by more than 10% or 8,546 Workweeks

1 worked (i.e. if 94,006 Workweeks is exceed), then: (1) the Gross Settlement Amount shall be
2 increased proportionally by the Workweeks worked in the Class Period in excess of 94,006
3 Workweeks multiplied by the Workweek Value; or (2) Defendants shall have the option to end
4 the Class Period on the date before the number of Workweeks exceeds 94,006 Workweeks. The
5 Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement
6 Amount (\$875,000.00) by 85,460 Workweeks. The Parties agree that the Workweek Value
7 amounts to \$10.24 per Workweek ($\$875,000.00 / 85,460 \text{ Workweeks}$). Thus, for example, should
8 there be 94,500 Workweeks worked by Class Members in the Class Period, and Defendants elect
9 option one (1) above, then the Gross Settlement Amount shall be increased by \$5,058.56 ($(94,500$
10 $\text{Workweeks} - 94,006 \text{ Workweeks}) \times \$10.24 \text{ per Workweek}$). Defendants shall notify Class
11 Counsel of their election no later than seven (7) calendar days from the time Defendants are
12 notified of the increase in Workweeks.

13 **18. NOTICE OF JUDGMENT**

14 In addition to any duties set out herein, the Settlement Administrator shall provide
15 notice of the Final Judgment entered in the Action by posting the same on its website for a
16 period of no less than four (4) years.

17 **19. MISCELLANEOUS PROVISIONS**

18 **A. Interpretation of the Agreement**

19 This Agreement constitutes the entire agreement between the Parties with respect to its
20 subject matter. Except as expressly provided herein, this Agreement has not been executed in
21 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
22 written representations or terms shall modify, vary or contradict its terms. In entering into this
23 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
24 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
25 enforced under the laws of the State of California, both in its procedural and substantive aspects,
26 without regard to its conflict of law provisions. Any claim arising out of or relating to the
27 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
28 Court of the State of California for the County of Ventura, and Plaintiff and Defendants hereby

1 consent to the personal jurisdiction of the Court in the Action over it solely in connection
2 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
3 and each of them, participated in the negotiation and drafting of this Agreement and had available
4 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor
5 Defendants may claim that any ambiguity in this Agreement should be construed against the
6 other. The Agreement may be modified only by a writing signed by counsel for the Parties and
7 approved by the Court.

8 **B. Further Cooperation**

9 The Parties and their respective attorneys shall proceed diligently to prepare and execute
10 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
11 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
12 will not take any action inconsistent with this Agreement, including, without limitation,
13 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
14 Party has taken actions inconsistent with the Settlement, including, without limitation,
15 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
16 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
17 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
18 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
19 opt-outs and/or objections.

20 **C. Counterparts**

21 The Agreement may be executed in one or more actual or non-original counterparts, all
22 of which will be considered one and the same instrument and all of which will be considered
23 duplicate originals.

24 **D. Authority**

25 Each individual signing below warrants that he or she has the authority to execute this
26 Agreement on behalf of the Party for whom or which that individual signs.

27 **E. No Third-Party Beneficiaries**

1 Plaintiffs, Participating Class Members, Aggrieved Employees, the State of California,
2 Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-
3 party beneficiaries.

4 **F. Deadlines Falling on Weekends or Holidays**

5 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
6 or legal holiday, that deadline shall be continued until the following business day.

7 **G. Jurisdiction of the Court**

8 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
9 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
10 of this Settlement Agreement and all orders and judgments entered in connection therewith,
11 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
12 interpreting, implementing, and enforcing the settlement embodied in this Settlement
13 Agreement and all orders and judgments entered in connection therewith.

14 **H. Severability**

15 In the event that one or more of the provisions contained in this Agreement shall for any
16 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
17 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
18 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
19 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

20 **I. Financial Statements**

21 Defendants shall provide to Class Counsel, upon request, the last three (3) years of tax
22 returns, profit and loss statements, and balance sheets.

23 **IT IS SO AGREED:**

24
25 Dated: Oct 17, 2023, 2023



Joseph D. Hernandez (Oct 17, 2023 16:20 PDT)

26 JOSEPH D. HERNANDEZ
27 Plaintiff and Class Representative
28

1 Dated: October 19, 2023

Terence Jones
BROMLEY FOODS, INC.
Defendant
By: TERENCE JONES
Its: President/CEO

2
3
4
5 Dated: October 19, 2023

Terence Jones
OCEAN VIEW FOODS, INC.
Defendant
By: TERENCE JONES
Its: President/CEO

6
7
8
9
10 Dated: October 19, 2023

Terence Jones
AMBERJACK PARTNERS
Defendant
By: TERENCE JONES
Its: President/CEO

11
12
13
14
15 APPROVED AS TO FORM AND
16 ATTORNEY OBLIGATIONS ONLY:

17 Dated: October 17, 2023

Vedang J. Patel
DAVID D. BIBIYAN
VEDANG J. PATEL
**Counsel for Plaintiff on behalf of himself and
all others similarly situated and aggrieved**

18
19
20
21
22 Dated: October 19, 2023

Michael J. O'Connor, Jr.
ATKINSON, ANDELSON, LOYA, RUUD
& ROMO
MICHAEL J. O'CONNOR, JR.
GEOFFREY D. LA VAL
Counsel for Defendants