

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Carrell Hawkins (“Plaintiff”) and defendants Catalyst Forward Group and US Foods, Inc., (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Hawkins v. Catalyst Forward Group, et al.* initiated on April 26, 2021 and pending in Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount not to exceed \$38,000.00 which the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses for administering the Settlement.
- 1.4. “Aggrieved Employee” means all persons who worked for Defendant US Foods, Inc. as a nonexempt employee in the State of California at any time between February 21, 2020 and the date of preliminary approval or April 15, 2024, whichever is sooner, and all current and former non-exempt employees of Defendant Catalyst Forward Group assigned to work at any US Foods, Inc. locations in the State of California, at any time during the period from February 21, 2020 through the date of preliminary approval or April 15, 2024, whichever is sooner.
- 1.5. “Class” means all persons who, at any time between April 26, 2017 and the date of preliminary approval or April 15, 2024, whichever is sooner, worked in the State of California as a nonexempt employee of Defendant US Foods, Inc., or as a non-exempt employee of Defendant Catalyst Forward Group assigned to work at any US Foods locations in the State of California.
- 1.6. “Class Counsel” refers to Matern Law Group, PC, including Matthew J. Matern, Julia Z. Wells, and Sean P. Hardy.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession, including each Class Member’s name, last-known mailing address, Social Security number, number of Class Period Workweeks and number of PAGA Pay Periods.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL to be mailed to Class Members in English and with a Spanish translation, in the form, without material variation, attached as Exhibit A₂ and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from April 26, 2017 to the date of preliminary approval or April 15, 2024, whichever is sooner.
- 1.13. “Class Representative” refers to the named Plaintiff, Carrell Hawkins, in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Orange.
- 1.16. “Defendants” refers to Defendants Catalyst Forward Group and US Foods, Inc.
- 1.17. “Defense Counsel” means Nixon Peabody, LLP, including Robert Pepple, Esq., and Alejandro Castro, Esq., and Orrick, Herrington & Sutcliffe, including Annie H. Chen, Esq., Katie E. Briscoe, Esq. and Joseph C. Liburt, Esq.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final

Approval of the Settlement.

- 1.21. “Gross Settlement Amount” means \$4,500,000 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks worked during the Class Period.
- 1.23. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties, calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency as identified in Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means the 75% portion of the total amount allocated towards PAGA Penalties, which shall be paid to the LWDA pursuant to Labor Code section 2699, subd. (i).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts, subject to approval by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely written Request for Exclusion.
- 1.29. “Operative Complaint” means the operative complaint filed in the Action on April 26, 2021, and all amendments thereto. Plaintiff will file a First Amended Complaint that adds to the overtime, minimum wage, meal period, wage statement, and waiting time penalties claims factual allegations regarding off-the-clock work related to donning and doffing, adding an individual and class claim for violation of section 204 for failure to timely make payment on a semimonthly basis, and adding references to violations of Labor Code sections 218.5, 204.1, 204.2, 205, 205.5, 210, 221, 223, 225, 226.2, 227.7, 1182.12, 1194.2, and 1199. Plaintiff will also provide an amended notice to the LWDA that adds to the overtime, minimum wage, meal period, wage statement,

and waiting time penalties claims factual allegations regarding off-the-clock work related to donning and doffing, adding an individual and class claim for violation of section 204 for failure to timely make payment on a semimonthly basis, and adding references to violations of Labor Code sections 218.5, 204.1, 204.2, 205, 205.5, 210, 221, 223, 225, 226.2, 227.7, 1182.12, 1194.2, and 1199. Prior to the filing of Plaintiff's Motion for Preliminary Approval, Plaintiff and Defendants will file a stipulation seeking leave for Plaintiff to file the First Amended Complaint, in substantially the form attached hereto as Exhibit A ("FAC"), which shall be the Operative Complaint in the Action and with regard to this Settlement.

- 1.30. "PAGA Pay Period" means any Pay Period during the PAGA Period in which an Aggrieved Employee worked for Defendants for at least one day.
- 1.31. "PAGA Period" means the period from February 21, 2020 to the date of preliminary approval or April 15, 2024, whichever is sooner.
- 1.32. "PAGA" means the California Private Attorneys General Act of 2004 (Labor Code §§ 2698. et seq.).
- 1.33. "PAGA Notice" refers to Plaintiff's January 15, 2021 letter, directed to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. "PAGA Penalties" means the amount of Two Hundred Thousand Dollars (\$200,000) that shall be paid from the Gross Settlement Amount for the resolution of the PAGA claim. The PAGA Penalties shall be allocated as follows: 25% (\$50,000) shall be distributed amongst the Aggrieved Employees as their Individual PAGA Payments, and 75% (\$150,000) shall be paid to the LWDA.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiff" means Carrell Hawkins, the named plaintiff in the Action.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.3 below.
- 1.41. "Released Parties" means: Defendants and each of their former and present officers, directors, shareholders, agents, employees, principals, heirs, representatives,

accountants, auditors, attorneys, consultants, insurers, and their predecessors, successors, assigns, parent company, subsidiaries and affiliates.

- 1.42. "Request for Exclusion" means a Class Member's written request to be excluded from the Class Settlement, signed by the Class Member.
- 1.43. "Response Deadline" means the date that is 60 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may mail Requests for Exclusion from the Settlement, or objections to the Settlement, to the Administrator. Class Members to whom Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On April 26, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) failure to provide required meal periods, (2) failure to provide required rest periods, (3) failure to pay overtime wages, (4) failure to pay minimum wages, (5) failure to pay all wages due to discharged and quitting employees, (6) failure to maintain required records, (7) failure to furnish accurate itemized wage statements, (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties, (9) unfair and unlawful business practices, and (10) penalties under the Labor Code Private Attorneys General Act. As defined in Paragraph 1.29 above, Plaintiff will file a First Amended Complaint and the First Amended Complaint shall be the Operative Complaint in the Action. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On August 10, 2022, the Parties participated in an all-day mediation presided over by Francis J. Ortman III which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, extensive records including time and pay data, as well as Defendants' policies and procedures related to payment of employees. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168

Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay the total sum of \$4,500,000 as the Gross Settlement Amount, and to separately pay any applicable employer payroll taxes owed on the portions of the Individual Class Payments which are allocated as wages. Of the Gross Settlement Amount, Catalyst Forward Group will pay fifty-thousand dollars (\$50,000) of the Gross Settlement Amount. US Foods, Inc. will pay \$4,450,000. Catalyst Forward will also be responsible for funding the proportion of employer payroll taxes due to Catalyst Forward employees, as calculated by the Administrator. US Foods, Inc. will be responsible for funding the proportion of employer payroll taxes due to US Foods, Inc. employees, as calculated by the Administrator. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiff: A Class Representative Service Payment to the Carrell Hawkins of not more than Ten Thousand Dollars \$10,000. The Class Representative Service Payment shall be paid to Plaintiff in addition to any Individual Class Payment and/or Individual PAGA Payment that the Class Representative is entitled to receive as a Participating Class Member or Aggrieved Employee. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one third of the Gross Settlement Amount (which is currently estimated to be \$1,500,000), and a Class Counsel Litigation Expenses Payment of not more than \$53,000.00. Defendants will not oppose requests for these payments provided that Class Counsel's requests do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval

Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$38,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are lower or the Court approves payment less than the requested amount of \$38,000.00 the remainder of the funds allocated towards the Administration Expenses Payment shall be retained in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated on a pro rata basis by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 33.33% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 66.67% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. Any amounts equal to the Individual Class Payments to which Non-Participating Class Members may have otherwise been entitled shall remain in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$200,000 to be paid from the Gross Settlement Amount, with 75% (\$150,000) to be paid to the LWDA, and 25% (\$50,000) to be allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment a pro rata basis based on their respective number of PAGA Pay Periods, by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$ 50,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's respective number of PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, US Foods estimates there are 5,681 Class Members who are or were employed by US Foods who collectively worked a total of 609,054 Workweeks during the Class period, and 4,929 Aggrieved Employees who are or were employed by US Foods who worked a total 262,735 PAGA Pay Periods during the PAGA Period. Catalyst estimates there are 449 Class Members employed by Catalyst who collectively worked a total of 7,608 Workweeks during the Class Period, and 197 of Aggrieved Employees employed by Catalyst who worked a total 1,499 of PAGA Pay Periods during the PAGA Period.

4.2. Class Data. Not later than 21 calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. The Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date. Catalyst Forward Group will pay fifty-thousand dollars (\$50,000) of the Gross Settlement Amount. Catalyst Forward will also be responsible for funding the proportion of employer payroll taxes due to Catalyst Forward employees, as calculated by the Administrator. US Foods, Inc. will pay \$4,450,000 of the Gross Settlement Amount. US Foods, Inc., will also be responsible for funding the proportion of employer payroll taxes due to US Foods, Inc., employees, as calculated by the Administrator.

- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks that remain uncashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 calendar days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue," subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire

Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. In addition to the Released Claims applicable to Participating Class Members and Aggrieved Employees, and in consideration for the Service Award, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or violation of any local, state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted throughout the Effective Date. This release is intended to have the broadest possible application but excludes claims for workers' compensation benefits, claims for unemployment benefits, and any current and/or future claims that are unwaivable as a matter of law. Nothing in this Agreement is intended to or shall be interpreted: (i) to restrict or otherwise interfere with Plaintiff's obligation to testify truthfully in any forum; or (ii) to restrict or otherwise interfere with Plaintiff's right and/or obligation to contact, cooperate with, provide information to, or participate in any investigation conducted by, any government agency or commission ("Plaintiff's Release.") Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, for all claims, known and/or unknown to Plaintiff, from the beginning of the class period through the date that Plaintiff executes this Agreement; section 1542 which reads:

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

6.2 Release by Participating Class Members; Upon the date that Defendants have fully funded the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including but not limited to, claims for Failure to Provide Required Meal Periods; Failure to Provide Required Rest Periods; Failure to Pay Overtime Wages; Failure to Pay Minimum Wages; Failure to Pay All Wages Due to Discharged and Quitting Employees; Failure to Maintain Required Records; Failure to

Furnish Accurate Itemized Wage Statements; Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; Failure to Timely Pay Wages During Employment; and Unfair and Unlawful Business Practices in violation of the Bus. & Prof. Code §§ 17200 *et. seq.*, and any alleged violations of Labor Code §§ 200, 201, 201.3, 202, 203, 204, 204.1, 204.2, 204.11, 205, 205.5, 210, 218.5, 218.6, 221, 223, 225, 226, 226.2, 226.3, 226.7, 227.7, 432, 510, 512, 558, 558.1, 1028.3, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1198.5, 2800, 2802 and applicable IWC Wage Orders (including but not limited to IWC Wage Order No. 1-2001, §§ 3, 4, 7, 11, 12, 20 and Wage Order No. 4-2001, §§ 3, 7, 11, 12). Except as set forth in Paragraph 6.3 of this Agreement, Participating Class Members do not release any other claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 6.3 Release by Aggrieved Employees: Upon the date that Defendants have fully funded the Gross Settlement Amount, all Aggrieved Employees will be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties for violations that were alleged, or reasonably could have been alleged, during the PAGA Period, based on the facts stated in the Operative Complaint and the PAGA Notice, including but not limited to claims for Failure to Provide Required Meal Periods; Failure to Provide Required Rest Periods; Failure to Pay Overtime Wages; Failure to Pay Minimum Wages; Failure to Pay All Wages Due to Discharged and Quitting Employees; Failure to Maintain Required Records; Failure to Furnish Accurate Itemized Wage Statements; Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; Failure to Timely Pay Wages During Employment, and any alleged violations of Labor Code §§ 200, 201, 202, 203, 204, 204.1, 204.2, 204.11, 205, 205.5, 210, 218.5, 218.6, 221, 223, 225, 225.5, 226, 226.2, 226.3, 226.7, 227.7, 432, 510, 512, 558, 558.1, 1028.3, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1198.5, 2800, 2802, 2698, *et seq.* and applicable IWC Wage Orders (including but not limited to IWC Wage Order No. 1-2001, §§ 3, 4, 7, 11, 12, 20 and Wage Order No. 4-2001, §§ 3, 7, 11, 12), as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice(s) Plaintiff sent to the LWDA. Aggrieved Employees, regardless of whether they submit timely and valid Requests for Exclusion from the Settlement Class, will be deemed to have released all claims under PAGA that could have been premised on the claims, causes of action or legal theories described the Operative Complaint during the PAGA Period, or, in the alternative, all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice(s) Plaintiff sent to the LWDA. The State of California and the LWDA will also be deemed to have released all claims under PAGA that could have been premised on the claims, causes of action or legal theories described the Operative Complaint, or, in the alternative, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice(s) Plaintiff sent to the LWDA.

7. MOTION FOR PRELIMINARY APPROVAL. Plaintiff shall prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

- 7.1 Plaintiff’s Responsibilities. Plaintiff will prepare, file, and serve upon Defense Counsel all documents necessary for obtaining Preliminary approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); and (ii) a draft proposed Class Notice.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 8.4 Notice to Class Members.
- 8.4.1 No later than 3 court days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit B. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 8.4.3 Not later than 3 court days after the Administrator’s receipt of any Class

Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) (the "Response Deadline"). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely mailed and postmarked by the Response Deadline.

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

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator by mail at the address listed in the Notice Packet. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

8.8.1 Website and Toll-Free Number. The Administrator will post documents and information of interest to Class Members on its website. The Administrator will also maintain and monitor a toll-free telephone number to receive Class Member calls.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Upon request, the Administrator shall also promptly e-mail to Class Counsel and Defense Counsel (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

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

8.8.5 Administrator's Declaration. Within three weeks of the Response Deadline, the Administrator shall provide Class Counsel and Defendants' Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received, and the number of written objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

9. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE:** Based on its records, US Foods estimates that, as of the date of this Settlement Agreement, (1) there are 5,681 Class Members employed by US Foods and 609,054 Total Workweeks during the Class Period and (2) there were 4,929 Aggrieved Employees employed by US Foods who worked 262,735 Pay Periods during the PAGA Period. In the event that the actual Total Workweeks for Class Members employed by US Foods exceed this estimate by ten percent (10%) or more, the Gross settlement fund shall increase by the same percentage in excess of 10 % (i.e., an 11% increase shall require an additional 1% added to the Gross Settlement Amount).

Based on its records, Catalyst estimates that, as of the date of this Settlement Agreement, (1) there are 449 Class Members employed by Catalyst and 7,608 Total Workweeks during the Class period and (2) there were 197 Aggrieved Employees employed by Catalyst who worked 1,499 Pay Periods during the PAGA Period.

10. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement, by providing written notice to Class Counsel. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement, provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
11. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 5 days prior to filing the Motion for Final Approval.

- 11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

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

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

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void, unless the Parties subsequently agree in writing that the remaining provisions of the Agreement are to remain in full force and effect. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

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

13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or with words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral

representations, warranties, covenants, or inducements made to or by any Party. Notwithstanding anything to the contrary in this paragraph or this Agreement, as between Catalyst and US Foods, nothing in this Agreement is intended to nor shall constitute a release or waiver of any claims either has against the other, all such claims being expressly reserved (“Reserved Claims”). Further, neither Defendant’s respective payment hereunder to Plaintiff pursuant to this Agreement, no matter the amount, shall be deemed a voluntary payment or otherwise be used against the paying Defendant for any purpose, including *intra alia*, as a defense to any reserved claims of the paying Defendant.

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

13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived by an express written instrument signed by counsel for all Parties, and approved by the Court.

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

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

- 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14 Limited Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants, if any.
- 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Matern Law Group, PC
Matthew J. Matern
mmatern@maternlawgroup.com
Julia Z. Wells
jwells@maternlawgroup.com
Sean P. Hardy
shardy@maternlawgroup.com
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266

To Defendants: Orrick, Herrington & Sutcliffe LLP
Joseph C. Liburt
jliburt@orrick.com
Katie E. Briscoe

Nixon Peabody LLP
Robert H. Pepple
rpepple@nixonpeabody.com
Alejandro Castro

kbriscoe@orrick.com
Annie H. Chen
annie.chen@orrick.com
1000 Marsh Road
Menlo Park, California 94025

acastro@nixonpeabody.com
300 S. Grand Ave, Suite 4100
Los Angeles, California 90071

13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19 Stay of Litigation. The Parties agree that upon the date of acceptance of the mediator's proposal (November 11, 2022), the litigation in this Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from November 11, 2022 to final approval.

DATED: July 15, 2024

By 
Carrell Hawkins (Jul 15, 2024 17:05 EDT)
Plaintiff Carrell Hawkins

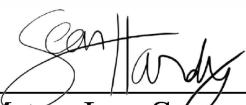
DATED: July 11, 2024

By 
DocuSigned by:
Todd Fiske
878624E48DF34DE...
Todd Fiske, CEO
Defendant Catalyst Forward Group

DATED: July 11, 2024

By 
Martha Ha, EVP, General Counsel
Defendant US Foods, Inc.

DATED: July 15, 2024

By 
Matern Law Group, PC
Attorney for Plaintiff

DATED: July 11, 2024

By



Nixon Peabody LLP
Attorney for Defendant Catalyst Forward
Group

DATED: July 11, 2024

By



Orrick, Herrington & Sutcliffe LLP
Attorney for Defendant US Foods, Inc.

EXHIBIT A

MATERN LAW GROUP, PC

Matthew J. Matern (SBN 159798)
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Attorneys for Plaintiff CARRELL
HAWKINS individually, and on behalf of
others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

CARRELL HAWKINS, individually, and on
behalf of others similarly situated

Plaintiff,

vs.

CATALYST FORWARD GROUP, a
corporation; US FOODS, INC., a corporation;
SHIFTABLEHR, an unknown business form;
and DOES 1 through 50, inclusive,

Defendants

Case No. 30-2021-01197275-CU-OE-CXC

FIRST AMENDED COMPLAINT

CLASS ACTION:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to
Discharged and Quitting Employees
6. Failure to Timely Pay Wages During
Employment
7. Failure to Maintain Required Records
78. Failure to Furnish Accurate Itemized
Wage Statements
9. Failure to Indemnify Employees for
Necessary Expenditures Incurred in
Discharge of Duties
10. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

11. Penalties under the Labor Code Private
Attorneys General Act, as Representative
Action

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 PLAINTIFF CARRELL HAWKINS (“PLAINTIFF”) an individual, demanding a jury
3 trial, on behalf of himself and other persons similarly situated, hereby alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. The Superior Court of the State of California has jurisdiction in this matter because
6 PLAINTIFF is a resident of the State of California, and Defendants CATALYST FORWARD
7 GROUP, a corporation; US FOODS, a corporation; SHIFTABLEHR, an unknown business form;
8 and DOES 1 through 50, inclusive, (collectively “DEFENDANTS”), are qualified to do business
9 in California and regularly conduct business in California. Further, no federal question is at issue
10 because the claims are based solely on California law.

11 2. Venue is proper in this judicial district and the County of Orange, California because
12 PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS in the
13 County of Orange, DEFENDANTS maintain offices and facilities and transact business in the
14 County of Orange, and because DEFENDANTS’ illegal payroll policies and practices which are
15 the subject of this action were applied, at least in part, to PLAINTIFF, and other persons similarly
16 situated, in the County of Orange.

17 **PLAINTIFF**

18 3. PLAINTIFF is a male resident of the State of California and a current employee of
19 DEFENDANTS.

20 4. PLAINTIFF, on behalf of himself and other similarly situated current and former
21 non-exempt employees of DEFENDANTS in the State of California at any time during the four
22 years preceding the filing of this action, and continuing while this action is pending, brings this
23 class action to recover, among other things, wages and penalties from unpaid wages earned and
24 due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime
25 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and
26 quitting employees, failure to indemnify employees for necessary expenditures and/or losses
27 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure
28 to maintain required records, and interest, attorneys’ fees, costs, and expenses.

5. PLAINTIFF brings this action on behalf of himself and the following similarly situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt employees of DEFENDANTS in the State of California at any time within the period beginning four (4) years prior to the filing of this action and ending at the time this action settles or proceeds to final judgment (the “CLASS PERIOD”). PLAINTIFF reserves the right to name additional class representatives.

DEFENDANTS

6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT CATALYST FORWARD GROUP is, and at all times relevant hereto was, a California corporation organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT CATALYST FORWARD GROUP is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, DEFENDANT CATALYST FORWARD GROUP maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of Orange, State of California.

7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT US FOODS, INC. is, and at all times relevant hereto was, a California corporation organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT US FOODS, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, DEFENDANT US FOODS, INC. maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of Orange, State of California.

8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT SHIFTABLEHR is, and at all times relevant hereto was, an unknown business form organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT SHIFTABLEHR is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, DEFENDANT SHIFTABLEHR maintains offices and facilities and conducts business in, and

engages in illegal payroll practices or policies in, the County of Orange, State of California.

9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the court to amend this Complaint to allege their true names and capacities of such DOE Defendants when ascertained.

10. At all relevant times herein, DEFENDANTS were the joint employers of PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant was completely dominated by his, her or its co-Defendant, and each was the alter ego of the other.

11. At least 30 days prior to the filing of this Complaint, DEFENDANTS were provided written notice of alleged violations pursuant to Labor Code § 1028.3(d). DEFENDANTS are liable as client employers pursuant to Labor Code §§ 1028.3, 1028.3(b).

12. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed by DEFENDANTS under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF and CLASS MEMBERS all wages earned and due, through methods and schemes which include, but are not limited to, failing to pay minimum wage and overtime premiums; failing to provide full, timely and uninterrupted rest and meal periods; failing to pay employees one hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period and/or rest break was not provided; failing to properly maintain records; failing to provide accurate itemized statements for each pay period including failing to include total hours worked; failing to properly

1 compensate PLAINTIFF and CLASS MEMBERS for necessary expenditures incurred in the
2 performance of their job duties; and requiring, permitting or suffering the employees to work off
3 the clock, in violation of the California Labor Code and the applicable Welfare Commission
4 (“IWC”) Orders.

5 13. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
6 of the acts and omissions alleged herein were performed by, and/or attributable to, all
7 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of,
8 each of the other DEFENDANTS, and that said acts and failures to act were within the course and
9 scope of said agency, employment and/or direction and control.

10 14. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
11 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision
12 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
13 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

14 15. As a direct and proximate result of the unlawful actions of DEFENDANTS,
15 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
16 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
17 Court.

18 **FACTUAL BACKGROUND**

19 16. At all relevant times, DEFENDANTS implemented policies and practices which
20 resulted in PLAINTIFF and CLASS MEMBERS not receiving minimum wage for all hours
21 worked. For instance, during the COVID-19 pandemic beginning in March 2020, PLAINTIFF and
22 CLASS MEMBERS were required to undergo COVID-19 screenings when beginning a shift at
23 certain locations. Further, PLAINTIFF and/or CLASS MEMBERS were not compensated for pre-
24 and post-shift, off-the-clock time, and non-productive work spent under DEFENDANTS’ control
25 including for donning and doffing steel-toed safety shoes, zero-below suits, and safety equipment;
26 walking several hundred yards from the locker room to the clock-in station; waiting in line to clock
27 in; waiting in line to pass through security with their vehicles; putting the pallet jack and hand cart
28 into the truck; getting paperwork and keys to the store; checking the trucks for safety purposes;

1 moving trucks, hooking up trailers, and moving equipment prior to clocking in for their shifts;
2 and/or for continuing to work after their shifts including to refuel. Furthermore, PLAINTIFF and
3 CLASS MEMBERS were required to use their personal cell phones for work-related purposes
4 while off-the-clock.

5 17. At all relevant times, due to workload requirements and time constraints imposed
6 by DEFENDANTS during each shift, PLAINTIFF and CLASS MEMBERS were required to work
7 in excess of five (5) hours without a minimum, uninterrupted thirty (30) minute meal period and
8 were not compensated one (1) hour of pay at their regular rate of compensation for each workday
9 that a compliant meal period was not provided, in violation of the California Labor Code and
10 applicable IWC Wage Order. For example, PLAINTIFF and CLASS MEMBERS were required
11 to continue working through their meal periods and/or were required to don their safety equipment
12 prior to clocking in from their meal periods.

13 18. At all relevant times, due to workload requirements and time constraints imposed
14 by DEFENDANTS during each shift, PLAINTIFF and CLASS MEMBERS were required to work
15 in excess of ten (10) hours without a second minimum, uninterrupted thirty (30) minute meal period
16 and were not compensated one (1) hour of pay at their regular rate of compensation for each
17 workday that a compliant meal period was not provided, in violation of the California Labor Code
18 and applicable IWC Wage Order. For example, PLAINTIFF and CLASS MEMBERS were
19 required to work shifts up to thirteen (13) hours and were not provided a second meal break due to
20 the demands of the job.

21 19. DEFENDANTS also did not adequately inform PLAINTIFF and CLASS
22 MEMBERS of their rights to take a meal period by the end of the fifth (5th) hour of work, or for
23 shifts greater than ten (10) hours, by the end of the tenth (10th) hour of work. DEFENDANTS also
24 failed to accurately record meal periods. Accordingly, DEFENDANTS' policy and practice was
25 to not provide meal periods to PLAINTIFF and CLASS MEMBERS in compliance with California
26 law.

27 20. At all relevant times, due to workload requirements and time constraints imposed
28 by DEFENDANTS, PLAINTIFF and CLASS MEMBERS were frequently required to work

1 without being permitted or authorized a minimum ten (10) minute rest period for every four hours
2 or major fraction thereof. PLAINTIFF and CLASS MEMBERS were not compensated one (1)
3 hour of pay at their regular rate of compensation for each workday that a rest break was not
4 provided, in violation of the California Labor Code and applicable IWC Wage Order. For example,
5 PLAINTIFF and/or CLASS MEMBERS were not authorized and permitted rest breaks due to the
6 job demands and staffing shortage, including working through breaks to timely make deliveries.

7 21. DEFENDANTS also did not adequately inform PLAINTIFF and CLASS
8 MEMBERS of their right to take a rest period. Moreover, DEFENDANTS did not have adequate
9 policies or practices permitting or authorizing rest periods for PLAINTIFF and CLASS
10 MEMBERS, nor did DEFENDANTS have adequate policies or practices regarding the timing of
11 rest periods. DEFENDANTS also did not have adequate policies or practices to verify whether
12 PLAINTIFF and the CLASS MEMBERS were taking their required rest periods. Further,
13 DEFENDANTS did not maintain accurate records of employee work periods, and therefore,
14 DEFENDANTS cannot demonstrate that PLAINTIFF and CLASS MEMBERS took rest periods
15 during the middle of each work period. Accordingly, DEFENDANTS' policy and practice was to
16 not authorize and permit PLAINTIFF and CLASS MEMBERS to take rest periods in compliance
17 with California law.

18 22. At all relevant times, DEFENDANTS failed to reimburse PLAINTIFF and CLASS
19 MEMBERS for all business expenses necessarily incurred, including for the purchase of masks,
20 safety equipment, tools, cell phones usage, mileage and use of vehicles, insurance, and rental fees
21 for work-related purposes to communicate with colleagues, managers and/or customers.

22 23. At all relevant times, DEFENDANTS have failed to maintain payroll records
23 showing the hours worked daily by and the wages paid to PLAINTIFF and CLASS MEMBERS.
24 DEFENDANTS have also failed to maintain accurate itemized wage statements reflecting total
25 hours worked and corresponding rates of pay for those hours worked.

26 24. At all relevant times, DEFENDANTS have failed to timely pay PLAINTIFF and
27 CLASS MEMBERS all wages earned during their employment and at the conclusion of their
28 employment with DEFENDANTS.

1 **CLASS ACTION DESIGNATION**

2 25. This action is appropriately suited for a Class Action because:

3 a. The potential class is a significant number. Joinder of all current and former
4 employees individually would be impractical.

5 b. This action involves common questions of law and fact to the potential class
6 because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and
7 policies, which was applied to all DEFENDANTS' non-exempt employees in violation of the Labor
8 Code, the applicable IWC wage order, and the Business and Professions Code which prohibits
9 unfair business practices arising from such violations.

10 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
11 subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC
12 wage order, and the Business and Professions Code.

13 d. PLAINTIFF is able to fairly and adequately protect the interests of all
14 members of the class because it is in his best interests to prosecute the claims alleged herein to
15 obtain full compensation due to them for all services rendered and hours worked.

16 **FIRST CAUSE OF ACTION**

17 **Failure to Provide Required Meal Periods**

18 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11]**

19 **(Against all DEFENDANTS)**

20 26. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
21 allegations in the foregoing paragraphs.

22 27. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
23 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
24 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
25 the 30-minute meal period, to work through them, and have failed to otherwise provide the required
26 first and second meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor
27 Code § 226.7, 512 and IWC Order No. 1-2001, § 11 including by failing to provide a thirty (30)
28 minute, timely and uninterrupted meal period for days on which they worked more than five (5)

1 hours and failing to provide a thirty (30) minute, timely and uninterrupted second meal period for
2 days on which they worked more than ten (10) hours.

3 28. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
4 Order No. 1-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
5 not provided with a meal period, in accordance with the applicable wage order, one additional hour
6 of compensation at each employee's regular rate of pay for each workday that a meal period was
7 not provided.

8 29. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197,
9 and IWC Wage Order No. 1-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS
10 for all hours worked during their meal periods.

11 30. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
12 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
13 and due, interest, penalties, expenses, and costs of suit.

14 **SECOND CAUSE OF ACTION**

15 **Failure to Provide Required Rest Periods**

16 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12]**

17 **(Against all DEFENDANTS)**

18 31. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
19 allegations in the foregoing paragraphs.

20 32. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
21 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed
22 to provide rest periods to PLAINTIFF and CLASS MEMBERS for every four hours or major
23 fraction thereof worked as required under California Labor Code §§ 226.7 and 512, and IWC Wage
24 Order No. 1-2001, § 12.

25 33. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
26 Order No. 1-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
27 provided with a rest period, in accordance with the applicable wage order, one additional hour of
28 compensation at each employee's regular rate of pay for each workday that a rest period was not

1 provided.

2 34. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
3 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
4 and due, interest, penalties, expenses, and costs of suit.

5 **THIRD CAUSE OF ACTION**

6 **Failure to Pay Overtime Wages**

7 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3]**

8 **(Against all DEFENDANTS)**

9 35. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
10 allegations in the foregoing paragraphs.

11 36. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-2001,
12 § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all
13 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
14 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
15 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
16 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
17 seventh consecutive day of work in any workweek.

18 37. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
19 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order
20 No. 1-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and
21 CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of
22 the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime
23 at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code
24 §§ 510, 1194, and IWC Wage Order No. 1-2001, § 3; requiring, permitting or suffering
25 PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering
26 PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and
27 inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
28 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate

1 itemized wage statements to PLAINTIFF for each pay period; and other methods to be discovered.

2 38. In violation of California law, DEFENDANTS have knowingly and willfully
3 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
4 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
5 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
6 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
7 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
8 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

9 39. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
10 1194, 1198 and IWC Wage Order No. 1-2001, § 3. Therefore, pursuant to California Labor Code
11 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
12 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
13 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
14 expenses, and costs of suit.

15 **FOURTH CAUSE OF ACTION**

16 **Failure to Pay Minimum Wages**

17 **[Cal Labor Code §§ 1194, 1197, 1199; IWC Wage Order No. 1-2001, § 4]**

18 **(Against all DEFENDANTS)**

19 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
20 allegations in the foregoing paragraphs.

21 41. Pursuant to California Labor Code §§ 1194, 1197, 1199 and IWC Wage Order
22 No. 1- 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
23 worked in a payroll period is unlawful.

24 42. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
25 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
26 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
27 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks;
28 illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked;

1 failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide
2 accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period;
3 and other methods to be discovered.

4 43. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,
5 1197, 1199 and IWC Wage Order No. 1-2001, § 4. As a proximate result of the aforementioned
6 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
7 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 218.5, 218.6, 226, 558,
8 1194, 1194.2, 1197.1, and other applicable provisions under the Labor Code and IWC Wage
9 Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages
10 owed to them by DEFENDANTS, plus liquidated damages, interest, penalties, attorneys' fees,
11 expenses, and costs of suit.

12 **FIFTH CAUSE OF ACTION**

13 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

14 **[Cal. Labor Code §§ 201, 202, 203]**

15 **(Against all DEFENDANTS)**

16 44. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 45. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
19 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
20 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
21 and unpaid at the time of discharge are due and payable immediately.

22 46. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
23 required to pay all accrued wages due to an employee no later than 72 hours after the employee
24 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
25 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

26 47. California Labor Code § 203 provides that if an employer willfully fails to pay, in
27 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
28 discharged or who quits, the employer is liable for waiting time penalties in the form of continued

1 compensation to the employee at the same rate for up to 30 workdays.

2 48. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
3 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
4 California Labor Code §§ 201 and 202.

5 49. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
6 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
7 together with interest thereon, as well as other available remedies.

8 50. As a proximate result of DEFENDANTS' unlawful actions and omissions,
9 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according
10 to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery
11 of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor
12 Code §§ 218.5, 218.6, 1194 and 2699.

13 **SIXTH CAUSE OF ACTION**

14 **Failure to Timely Pay Wages During Employment**

15 **[Cal. Lab. Code § 204]**

16 **(Against all DEFENDANTS)**

17 51. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
18 allegations in the foregoing paragraphs.

19 52. Labor Code § 204 required that all wages are due and payable twice in each calendar
20 month.

21 53. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
22 allegations in the foregoing paragraphs.

23 54. Labor Code § 204 requires that all wages are due and payable twice in each calendar
24 month. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages
25 and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California
26 Labor Code § 204, including for overtime and minimum wage for off-the-clock and nonproductive
27 time and meal and rest premiums that became due and payable to PLAINTIFF and CLASS
28 MEMBERS in each month that they were employed. DEFENDANTS violated Labor Code § 204

1 by failing to pay said wages when they were due and payable.

2 55. Labor Code § 210(a) provides that “in addition to, and entirely independent and
3 apart from, any other penalty provided in this article, every person who fails to pay the wages of
4 each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
5 1197.5, shall be subject to a penalty as follows:

6 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
7 employee.

8 (2) For each subsequent violation, or any willful or intentional violation, two hundred
9 dollars (\$200) for each failure to pay each employee, plus 25 percent of the
10 amount unlawfully withheld.

11 56. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
12 statutory penalties, including the penalties provided in California Labor Code § 210, together with
13 interest thereon, as well as other available remedies.

14 57. As a proximate result of DEFENDANTS’ unlawful actions and omissions,
15 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according
16 to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery
17 of such amounts, plus interest thereon, and attorneys’ fees and costs, pursuant to California Labor
18 Code §§ 1194 and 2699.

19 **SEVENTH CAUSE OF ACTION**

20 **Failure to Maintain Required Records**

21 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 7]**

22 **(Against all DEFENDANTS)**

23 58. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
24 allegations in the foregoing paragraphs.

25 59. During the CLASS PERIOD, as part of DEFENDANTS’ illegal payroll policies and
26 practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
27 DEFENDANTS knowingly and intentionally failed to maintain records as required under
28 California Labor Code §§ 226, 1174, and IWC Wage Order No. 1-2001, § 7, including but not

1 limited to the following records: total daily hours worked by each employee; applicable rates of
2 pay; all deductions; meal periods; time records showing when each employee begins and ends each
3 work period; and accurate itemized statements.

4 60. As a proximate result of DEFENDANTS' unlawful actions and omissions,
5 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
6 and are entitled to all wages earned and due plus interest thereon. Additionally, PLAINTIFF and
7 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
8 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
9 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
10 California Labor Code § 226(e), as well as other available remedies.

11 **EIGHTH CAUSE OF ACTION**

12 **Failure to Furnish Accurate Itemized Wage Statements**

13 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 7]**

14 **(Against all DEFENDANTS)**

15 61. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
16 allegations in the foregoing paragraphs.

17 62. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
18 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
19 writing showing each employee's gross wages earned, total hours worked, all deductions made, net
20 wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
21 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
22 corresponding number of hours worked at each hourly rate, including for all time spent on
23 nonproductive times, in violation of California Labor Code §§ 226, 226.2, and IWC Wage Order
24 No. 1-2001, § 7.

25 63. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to
26 provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements
27 in accordance with California Labor Code § 226(a).

28 64. As a proximate result of DEFENDANTS' unlawful actions and omissions,

1 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
2 and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS
3 MEMBERS are entitled to all available statutory penalties, including but not limited to civil
4 penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs,
5 expenses, and reasonable attorneys' fees, including but not, limited to those provided in California
6 Labor Code §§ 226(e) and (h), as well as other available remedies.

7 **NINTH CAUSE OF ACTION**

8 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
9 **Duties**

10 **[Cal. Labor Code § 2802]**

11 **(Against all DEFENDANTS)**

12 65. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
13 allegations in the foregoing paragraphs.

14 66. California Labor Code § 2802(a) requires an employer to indemnify an employee
15 for all necessary expenditures or losses incurred by the employee in direct consequence of the
16 discharge of his or her duties, or of his or her obedience to the directions of the employer.

17 67. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
18 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
19 in direct consequence of the discharge of their duties while working under the direction of
20 DEFENDANTS, including but not limited to expenses for uniforms and specialized clothing,
21 gloves, shoes, masks, safety equipment, tools, cell phone usage, mileage and use of vehicles,
22 insurance, rental fees and other employment-related expenses, in violation of California Labor
23 Code § 2802.

24 68. As a proximate result of DEFENDANTS' unlawful actions and omissions,
25 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
26 and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California
27 Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all
28 available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees,

1 including those provided in California Labor Code § 2802(c), as well as other available remedies.

2 **TENTH CAUSE OF ACTION**

3 **Unfair and Unlawful Business Practices**

4 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

5 **(Against all DEFENDANTS)**

6 69. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 70. Each and every one of DEFENDANTS' acts and omissions in violation of the
9 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not
10 limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS'
11 failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay
12 overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages,
13 DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees,
14 DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
15 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
16 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses
17 incurring in discharging their duties, constitutes an unfair and unlawful business practice under
18 California Business and Professions Code § 17200 et seq.

19 71. DEFENDANTS' violations of California wage and hour laws constitute a business
20 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a
21 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS
22 MEMBERS.

23 72. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
24 rest periods, and other benefits as required by the California Labor Code, the California Code of
25 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record,
26 report, and pay the correct sums of assessment to the state authorities under the California Labor
27 Code and other applicable regulations.

73. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

74. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Code of Civil Procedure § 1021.5, as well as other available remedies.

ELEVENTH CAUSE OF ACTION

Representative Action for Civil Penalties

[Cal. Labor Code §§ 2698-2699.5]

(Against All DEFENDANTS)

75. PLAINTIFF incorporates herein by specific reference as though fully set forth the allegations in all preceding paragraphs, with exception of the allegations in paragraph 13 and the subparagraphs thereto.

76. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other current and former employees of DEFENDANTS pursuant to the procedures specified in California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed by DEFENDANTS and the alleged violations of the California Labor Code were committed against PLAINTIFF and CLASS MEMBERS.

77. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698-2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558,

1 1174.5, 1197.1, and IWC Wage Order No. 1-2001, § 20, from DEFENDANTS in a representative
2 action for the violations set forth above, including but not limited to violations of California Labor
3 Code §§ 201, 202, 203, 204, 223, 226, 226.2, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197,
4 1198, and 2802. PLAINTIFF further seeks civil penalties based on DEFENDANTS violation of
5 Labor Code §§ 226, 432, 1198.5 and Industrial Welfare Commission Order No. 1-2001, 7 (records)
6 by failing to comply with a written request for records PLAINTIFF and CLASS MEMBERS are
7 also entitled to an award of reasonable attorneys' fees and costs pursuant to California Labor Code
8 § 2699(g)(1).

9 78. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
10 January 15, 2021 by online filing to the California Labor and Workforce Development Agency
11 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California
12 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
13 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
14 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

15 79. Therefore, PLAINTIFF has complied with all of the requirements set forth in
16 California Labor Code § 2699.3 to commence a representative action under PAGA.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
19 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
20 and each of them, as follows:

- 21 1. For compensatory damages in an amount to be ascertained at trial;
- 22 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
23 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 24 3. For meal and rest period compensation pursuant to California Labor Code §§ 226.7,
25 512 and IWC Wage Order No. 1-2001;
- 26 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 27 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
28

1 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from
2 engaging in the unlawful business practices complained of herein;

3 6. For waiting time penalties pursuant to California Labor Code § 203;

4 7. For statutory and civil penalties according to proof, including but not limited to all
5 penalties authorized by the California Labor Code §§ 210, 226(e) and §§ 2698-2699.5;

6 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
7 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
8 provision providing for pre-judgment interest;

9 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
10 §§ 218.5, 226(e) and (h), 1194, 2699, 2802, California Civil Code § 1021.5, and any other
11 applicable provisions providing for attorneys' fees and costs;

12 10. For declaratory relief;

13 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
14 Seventh, Eighth, Ninth and Tenth Causes of Action as a class action;

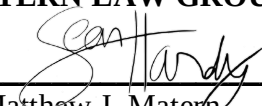
15 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
16 counsel as class counsel; and

17 13. For such further relief that the Court may deem just and proper.

18
19 DATED: February 16, 2024

20 Respectfully submitted,

21 **MATERN LAW GROUP, PC**

22 By: 
23 _____

24 Matthew J. Matern

25 Julia Z. Wells

26 Sean P. Hardy

27 Attorneys for Plaintiff

28 CARRELL HAWKINS, individually, and on
behalf of other persons similarly situated

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On February 16, 2024, I served the following document(s):

FIRST AMENDED COMPLAINT

☒ **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Joseph C. Liburt, Esq. ORRICK, HERRINGTON & SUTCLIFFE LLP 1000 Marsh Road Menlo Park, CA 94025 Telephone: (650) 614-7400 Facsimile: (650) 614-7401 Email: jliburt@orrick.com	Attorney for Defendant US FOODS, INC.
Katie E. Briscoe, Esq. ORRICK, HERRINGTON & SUTCLIFFE LLP 400 Capitol Mall, Suite 3000 Sacramento, CA 95814-4497 Telephone: (916) 447-9200 Facsimile: (916) 329-4900 Email: kbriscoe@orrick.com	Attorney for Defendant US FOODS, INC.
Annie H. Chen, Esq. ORRICK, HERRINGTON & SUTCLIFFE LLP 355 S. Grand Ave, Suite 2700 Los Angeles, CA 90071 Telephone: (213) 629-2020 Facsimile: (213) 612-2499 Email: annie.chen@orrick.com	Attorney for Defendant US FOODS, INC.
Richard J. Frey, Esq. Robert H. Pepple, Esq. Alejandro Castro, Esq. NIXON PEABODY LLP 300 South Grand Avenue, Suite 4100 Los Angeles, California 90071-3151 Telephone: (213) 629-6000 Facsimile: (213) 629-6001 Email: rfrey@nixonpeabody.com rpepple@nixonpeabody.com acastro@nixonpeabody.com	Attorney for Defendant CATALYST FORWARD GROUP

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arosa@clarkhill.com

Attorneys for SHIFTABLEHR

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

Executed on February 16, 2024, at Manhattan Beach, California.



Roxana Barcenas

EXHIBIT B

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

Hawkins v. Catalyst Forward Group, et al.

Superior Court of California, County of Orange, Case No. 30-2021-01197275-CU-OE-CXC

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

You are receiving this Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Notice”) because US Foods, Inc. and Catalyst Forward Group’s (collectively “Defendants”) records show that you were employed in California as a nonexempt employee by US Foods, Inc. or by Catalyst Forward Group assigned to work at any US Foods, Inc. locations in California at any time from April 26, 2017, through April 15, 2024 (“Class Period”). The purpose of this Notice is to inform you that this class and Private Attorneys General Act (“PAGA”) representative action settlement may affect your rights.

Why should you read this Notice?

A proposed settlement (“Settlement”) has been reached in a class and PAGA representative action lawsuit entitled *Hawkins v. Catalyst Forward Group, et al.*, which is pending in the Superior Court of California for the County of Orange, Case Number 30-2021-01197275-CU-OE-CXC (the “Action”). The Superior Court of California, County of Orange, has preliminarily approved the settlement as fair and reasonable. The Court will hold a Final Approval Hearing on **[DATE]** at **[TIME]**, before the Honorable William D. Claster in Department CX104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd. Santa Ana, CA 92701.

The purpose of this Notice is to describe the Action and the Settlement, and to inform you of your rights to share in the monetary proceeds of the Settlement, exclude yourself from the Settlement, or object to the Settlement. Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

Who is affected by the Settlement?

1. The Court has certified the following class (“Class” or “Class Members”) for settlement purposes:

All persons who worked in the State of California as a non-exempt employee of Defendant US Foods, Inc., and/or as a non-exempt employee of Defendant Catalyst Forward Group assigned to work at any US Foods locations in the State of California at any time during the period from **April 16, 2017, through April 15, 2024 (the “Class Period”)**.

2. The Action also asserts claims under the California Private Attorneys General Act of 2004, Cal. Labor Code section 2698, *et seq* (“PAGA”). The following persons are “PAGA Members” under the proposed settlement:

All persons who worked for Defendant US Foods, Inc. as a non-exempt employee in the State of California, and/or as a non-exempt employee of Defendant Catalyst Forward Group assigned to work at any US Foods, Inc. locations in the State of California, at any time during the period from **February 21, 2020, through April 15, 2024 (the “PAGA Period”)**.

What is this case about?

The Settlement that you are receiving notice about involves a class action and also a PAGA representative action. Plaintiff Carrell Hawkins (“Plaintiff”) who commenced this Action by filing a complaint against Defendants, as his purported joint employer, on April 26, 2021, which Plaintiff subsequently amended on February 16, 2024. In the Action, Plaintiff alleges, on behalf of himself and the Class Members, the following claims against Defendants: (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Pay All Wages Due to Discharged and Quitting

Employees; (6) Failure to Timely Pay Wages During Employment; (7) Failure to Maintain Required Records; (8) Failure to Furnish Accurate Itemized Wage Statements; (9) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; (10) Unfair and Unlawful Business Practices; and (11) a representative claim for violations of the PAGA. Plaintiff seeks unpaid wages, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys' fees, and costs.

Defendants deny that they violated the law in any way. Defendants deny the factual and legal allegations in the case and maintain that they have complied with all California wage-and-hour laws, such that Plaintiff cannot recover any damages including but not limited to civil penalties under PAGA. Defendants contend that Plaintiff's claims do not have merit and do not meet the requirements for class certification. US Foods also denies that it employed individuals who were employed by Catalyst and assigned to work at any US Foods locations. Nonetheless, both sides recognize the distractions, risks and costs associated with litigation and have therefore agreed to resolve the matter based upon the terms set forth in the Settlement Agreement. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class or representative action.

The Court has not ruled on the merits of Plaintiff's claims or Defendants' defenses. This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendants (the "Parties"). Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes that this Settlement is in the best interests of all Class Members.

Do I have a lawyer in this case?

Plaintiff and the Class Members are represented by the law firm of Matern Law Group, PC, acting as Class Counsel. Class Counsel's contact information is as follows:

MATERN LAW GROUP, PC
Matthew J. Matern
Julia Z. Wells
Sean P. Hardy
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

What are the Settlement terms?

Subject to approval by the Court, the Settlement provides that Defendants will pay a maximum settlement amount of \$4,500,000.00 (the "Gross Settlement Amount") in order to resolve the claims in the Action. This Gross Settlement Amount includes an award of reasonable attorneys' fees to Class Counsel of \$1,500,000, reimbursement of Class Counsel's litigation costs and expenses (in an amount not to exceed \$63,000), a service award to Plaintiff as class representative of \$10,000.00, settlement administration costs (not to exceed \$38,000), \$200,000.00 for penalties under PAGA of which \$150,000.00 (or 75%) will be paid to the California Labor and Workforce Development Agency ("LWDA") and \$50,000 (of 25%) will be paid and allocated to PAGA Aggrieved Employees ("Individual PAGA Payments"), payments to Participating Class Members ("Individual Settlement Payments"), and the employer's share of payroll taxes on the portion of the Individual Settlement Payments allocated as wages.

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

Each Class Member who does not timely request to be excluded from the Settlement will be eligible to receive a payment from the Net Settlement Amount. These payments will be calculated based upon the number of workweeks that the Participating Class Member worked during the respective time period, i.e., the Class Period ("Compensable Workweeks"). The payments to Participating Class Members will be calculated as follows:

- **Individual Settlement Payments:** Defendants will provide the Settlement Administrator with the total number of Compensable Workweeks worked by all Participating Class Members during the Class Period (“Total Compensable Workweeks”). Then, the Settlement Administrator will divide each individual’s number of Compensable Workweeks by the Total Compensable Workweeks, and will then multiply this by the Net Settlement Amount, resulting in the Participating Class Member’s estimated Individual Settlement Payment. Otherwise stated, the formula is (Individual Compensable Workweeks during Class Period ÷ Total Compensable Workweeks during Class Period) * Net Settlement Amount.
- **Individual PAGA Payment:** The Administrator will calculate Individual PAGA Awards by (a) dividing twenty-five percent of the PAGA Penalties (\$50,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

How Much Can I Expect?

All Participating Class Members will receive a pro rata share of the Net Settlement Amount (less the PAGA allocation to be paid to PAGA Aggrieved Employees) based on the total number of workweeks that the Participating Class Members worked for Defendants during the Class Period.

According to Defendants’ records, you worked [REDACTED] Workweeks during the Class Period. Your estimated Individual Settlement Payment as a Participating Class Member [REDACTED].

According to Defendants’ records, you worked [REDACTED] Pay Periods during the PAGA Period. Your estimated Individual PAGA Payment is [REDACTED].

You may challenge the computation of your Workweeks and PAGA Pay Periods (if any) by faxing, emailing or mailing a written dispute to the Settlement Administrator, postmarked no later than [REDACTED], 2024 [60 days after mailing of Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed)]. The dispute must contain the following information: (1) the case name and number of the Litigation (*Hawkins v. Catalyst Forward, et al.*, Case Number 30-2021-01197275-CU-OE-CXC); (2) the Class Member’s name, address, telephone number, and the correct dates he or she claims to have worked for Defendants; (3) the signature of the Class member or his or her legal representative; and (4) any supporting documentation (such as pay stubs or other employment records).

The dispute shall be determined by the Settlement Administrator, who shall examine all available written records in an attempt to resolve the dispute. Defendants’ records shall be presumed accurate and control unless the Settlement Class Member provides valid and compelling documentation to support their claim for a different number of Workweeks and/or Pay Periods than the number provided by Defendants’ records.

For tax purposes, each Participating Class Member’s Individual Settlement Payment will be allocated as follows: 33.33% as wages (the “wage portion”) and 66.67% as non-wage income, penalties, and interest (the “non-wage portion”). The wage portion of each Individual Settlement Payment will be subject to payroll taxes and withholdings and will be reported on an IRS Form W-2. The non-wage portion of the Individual Settlement Payment and the Individual PAGA Payment will not be subject to payroll taxes or withholdings, and will be reported on an IRS Form 1099. The employee’s and the employer’s share of payroll taxes and withholdings with respect to the wage portion of the Individual Settlement Payment will be paid by Defendants separately from and in addition to the Gross Settlement Amount.

If a Participating Class Member and/or PAGA Member fails to cash the check for his or her Individual Settlement Payment and Individual PAGA Payment (if any) within 180 calendar days after the check is mailed, the check will be voided and the Settlement Administrator will pay the amount represented by the uncashed check will be distributed to the State of California Controller, Unclaimed Property Division, with the identity of the Settlement Class Member to whom the funds belong, in accordance with California Code of Civil Procedure section 384, subject to approval by the Court.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Participating Class Member.

What claims are being released by the proposed Settlement?

Upon the date that Defendants have fully funded the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint during the Class Period, including but not limited to, claims for Failure to Provide Required Meal Periods; Failure to Provide Required Rest Periods; Failure to Pay Overtime Wages; Failure to Pay Minimum Wages; Failure to Pay All Wages Due to Discharged and Quitting Employees; Failure to Maintain Required Records; Failure to Furnish Accurate Itemized Wage Statements; Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; Failure to Timely Pay Wages During Employment; and Unfair and Unlawful Business Practices in violation of the Bus. & Prof. Code §§ 17200 *et. seq.*, and any alleged violations of Labor Code §§ 200, 201, 201.3, 202, 203, 204, 204.1, 204.2, 204.11, 205, 205.5, 210, 218.5, 218.6, 221, 223, 225, 226, 226.2, 226.3, 226.7, 227.7, 432, 510, 512, 558, 558.1, 1028.3, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1198.5, 2800, 2802 and applicable IWC Wage Orders (including but not limited to IWC Wage Order No. 1-2001, §§ 3, 4, 7, 11, 12, 20 and Wage Order No. 4-2001, §§ 3, 7, 11, 12).

Upon the date that Defendants have fully funded the Gross Settlement Amount, all Aggrieved Employees will be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties for violations that were alleged, or reasonably could have been alleged, during the PAGA Period, based on the facts stated in the Operative Complaint and the PAGA Notice and the Amended PAGA Notice, including but not limited to claims for Failure to Provide Required Meal Periods; Failure to Provide Required Rest Periods; Failure to Pay Overtime Wages; Failure to Pay Minimum Wages; Failure to Pay All Wages Due to Discharged and Quitting Employees; Failure to Maintain Required Records; Failure to Furnish Accurate Itemized Wage Statements; Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; Failure to Timely Pay Wages During Employment, and any alleged violations of Labor Code §§ 200, 201, 202, 203, 204, 204.1, 204.2, 204.11, 205, 205.5, 210, 218.5, 218.6, 221, 223, 225, 225.5, 226, 226.2, 226.3, 226.7, 227.7, 432, 510, 512, 558, 558.1, 1028.3, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1198.5, 2800, 2802, 2698, *et seq.* and applicable IWC Wage Orders (including but not limited to IWC Wage Order No. 1-2001, §§ 3, 4, 7, 11, 12, 20 and Wage Order No. 4-2001, §§ 3, 7, 11, 12), as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice(s) Plaintiff sent to the LWDA. Aggrieved Employees, regardless of whether they submit timely and valid Requests for Exclusion from the Settlement Class, will be deemed to have released all claims under PAGA that could have been premised on the claims, causes of action or legal theories described the Operative Complaint during the PAGA Period, or, in the alternative, all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice(s) Plaintiff sent to the LWDA. The State of California and the LWDA will also be deemed to have released all claims under PAGA that could have been premised on the claims, causes of action or legal theories described the Operative Complaint, or, in the alternative, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice(s) Plaintiff sent to the LWDA.

What are my options in this matter?

As a Class Member, you are eligible to receive a payment under the Settlement, and unless you timely submit an Exclusion Form, you will be bound by the release of claims described in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you wish to participate in the Settlement, remain a Class Member (“Participating Class Member”) and receive a payment under the Settlement, you are not required to take any action. If the Court grants final approval of the Settlement and the Judgment becomes final, you will automatically become a Class Member and receive your Settlement payment. You will also give up rights to pursue a separate legal action against Defendants for the claims alleged in the Action, as describe above.
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you do not wish to be bound by the Settlement, you must exclude yourself from the settlement by completing and submitting the Exclusion Form that is enclosed with this Notice by [Insert Date]. For any Class Members whose Notice is remailed, you have an additional 14 days to exclude yourself from the Settlement. Any person who requests exclusion (opts out) of the Settlement will not be entitled to any Individual Settlement Payment and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon. NO EXCLUSION FROM SETTLEMENT OF PAGA CLAIM: Notwithstanding the foregoing, there is no exclusion procedure (i.e., no ability to exclude yourself) from the settlement of the claims in the Actions brought under PAGA. Even if you request exclusion from the Settlement of the other claims in the Actions, you will still be a “PAGA Member” eligible for a payment related to the release of the PAGA claim(s), and if the Settlement is approved, you will be subject to the release of the PAGA claims.
OBJECT	Provided you do not opt out of the Settlement, you may object to the Settlement. To object to the Settlement, you must submit a written objection to the Settlement Administrator, postmarked by [Response Deadline] explaining why you object to the Settlement. For any Class Members whose Notice is remailed, you have an additional 14 days to submit a written objection to the Settlement. Alternatively, or in addition to submitting a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Class Member who objects to the Settlement will still be considered a Participating Class Member who is subject to the Settlement and <i>will be bound by the Settlement and release of claims identified, unless the Court does not grant final approval of the Settlement.</i> You cannot object to the Settlement if you request exclusion from the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold the Final Approval Hearing to decide whether the Settlement is fair, reasonable, and adequate on **[DATE]** at **[TIME]** in Department CX104 of the Orange County Superior Court, 751 West Santa Ana Blvd., CA 751. You do not need to attend the Final Approval Hearing to receive an Individual Settlement Payment. Please note that the date and/or time of the Final Approval Hearing may change at any time without notice. You can confirm the date by contacting the Settlement Administrator.

It is your responsibility to maintain your current address with the Settlement Administrator. If you move, you should send a letter updating your address to the Settlement Administrator. Maintaining your current address with the Settlement Administrator is the best way to ensure that you receive your Individual Settlement Payment.

How can I get additional information?

This Class Notice summarizes the Action and the basic terms of the Settlement. More details are available in the Complaints and the Settlement Agreement, all of which are posted on the Settlement Administrator's website at [Insert URL], which also lists information regarding the Final Approval Hearing. These documents and all other records relating to the Action are available for inspection and/or copying at the Orange County Superior Court and on the Court's website located at [http:// www.occourts.org](http://www.occourts.org) You may also request a copy of the Settlement Agreement from Class Counsel whose contact information is listed above.

If you have questions about this Notice or the Settlement, you should contact Class Counsel.

ILYM Group, Inc. will serve as the Settlement Administrator for the Settlement. ILYM Group, Inc. may be reached at:

Hawkins v. Catalyst Forward Wage and Hour Settlement Administrator

c/o [REDACTED]
[REDACTED]
[REDACTED]

[https://www.\[REDACTED\]](https://www.[REDACTED])

phone: (XXX) XCX-XCX

fax: (XXX) XCX-XCX

website: [www.\[REDACTED\]](http://www.[REDACTED])

**PLEASE DO NOT CONTACT THE COURT OR DEFENDANTS
FOR INFORMATION REGARDING THIS SETTLEMENT**