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5 Attorneys for Plaintiff,  
MARIA ISABEL MELENDEZ, on behalf of herself  
6 and all others similarly situated

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF ALAMEDA

10  
11 MARIA ISABEL MELENDEZ, on behalf of  
herself and all other similarly situated,

12 Plaintiffs,

13 v.

14 BERKELEY NUTRITIONAL  
15 MANUFACTURING CORP., a California  
corporation doing business as PROTEIN  
16 RESEARCH; and DOES 1 through 100,  
Inclusive

17 Defendants.  
18

CASE NO.: 22CV017159

[Assigned for all purposes to the Hon.  
Sommath Raj Chatterjee - Dept. 21]

**JOINT STIPULATION FOR CLASS  
ACTION SETTLEMENT**

1 TO THE COURT:

2 This Joint Stipulation for Class Action Settlement ("Settlement Agreement") is made and  
3 entered into by and between Maria Isabel Melendez ("Plaintiff"), individually and on behalf of  
4 all others similarly situated, and Berkeley Nutritional Manufacturing Corp. dba Protein Research  
5 ("Defendant") (Plaintiff and Defendant collectively will be referred to as the "Parties"), and is  
6 subject to the terms and conditions below, and to the Court's approval. The Parties expressly  
7 acknowledge that this Settlement Agreement is entered into solely for the purpose of  
8 compromising significantly disputed claims and that nothing in this Settlement Agreement is an  
9 admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement  
10 is not approved, it will be of no force or effect, and the Parties will be returned to their respective  
11 positions immediately prior to and as if they had never executed this Settlement Agreement as  
12 more fully set forth below.

13 DEFINITIONS

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

16 1. "Action" means *Maria Isabel Melendez v. Berkeley Nutritional Manufacturing*  
17 *Corp., et al.*, Alameda County Superior Court Case No. 22CV017159.

18 2. "Class Counsel" means Michael Nourmand and James A. De Sario of The  
19 Nourmand Law Firm, APC.

20 3. "Class Counsel Fees and Costs" means attorneys' fees, costs, and expenses  
21 approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs  
22 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs  
23 associated with documenting the Settlement, providing any notices required as part of the  
24 Settlement or Court order, securing the Court's approval of the Settlement, administering the  
25 Settlement, and obtaining entry of the Judgment terminating the Action. Class Counsel will  
26 request attorneys' fees not to exceed one-third of the Gross Settlement Amount or One Hundred  
27 Ninety-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents  
28

1 (\$193,333.33) and litigation costs and expenses not to exceed Thirty Thousand Dollars (\$30,000).

2 Defendant has agreed not to oppose Class Counsel's request for Class Counsel Fees and Costs.

3 4. "Class List" means a complete list of all Class Members that Defendant will  
4 diligently and in good faith compile from their records and provide on a confidential basis to the  
5 Settlement Administrator within seven (7) calendar days after the Court's entry of an order  
6 granting preliminary approval of this Settlement. The Class List will be formatted in Microsoft  
7 Office Excel and Defendant will use their best efforts to include each Class Member's full name;  
8 most recent mailing address; last known telephone number if readily available; dates of  
9 employment or number of workweeks worked during the Class Period; and Social Security  
10 number.

11 5. "Class Member(s)" or "Settlement Class" means: All non-exempt hourly  
12 employees who were directly hired by Defendant in California during the period from August 31,  
13 2018 through December 14, 2024 or when the total workweeks reach 21,719 total workweeks.

14 6. "Class Period" means: The period from August 31, 2018 through December 14,  
15 2024 or when the total workweeks reach 21,719 total workweeks.

16 7. "Class Representative Enhancement Payment" means the amount to be paid from  
17 the Gross Settlement Amount to the named Plaintiff in exchange for executing a general release  
18 and in recognition of her efforts in prosecuting the Action on behalf of Class Members. Plaintiff  
19 will request and Defendant will not oppose Plaintiff's application to the court for a payment of  
20 Ten Thousand Dollars (\$10,000) for her willingness to serve as Class Representative.

21 8. "Court" means the Alameda County Superior Court, or any other court taking  
22 jurisdiction of the Action.

23 9. "Effective Date" means the date by when both of the following have occurred: (a)  
24 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the  
25 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no  
26 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if  
27 one or more Participating Class Members objects to the Settlement, (i) the day after the deadline  
28 for filing a notice of appeal from the Judgment, i.e., 65 days from the date the Court enters the

1 Judgment, or (ii) if a timely appeal from the Judgment is filed, the day after the appellate court  
2 affirms the Judgment and issues a remittitur.

3 10. "Gross Settlement Amount" means the maximum settlement amount of Five  
4 Hundred Eighty Thousand Dollars (\$580,000) ("Gross Settlement Amount"), which is the total  
5 amount that has been and/or will be paid by Defendant in full satisfaction of all claims arising  
6 from the Action. The Gross Settlement Amount includes all Individual Settlement Payments to  
7 Participating Class Members, the Class Representative Enhancement Payment, Settlement  
8 Administration Expenses, Class Counsel Fees and Cost, and PAGA penalties in the amount of  
9 Twenty Thousand Dollars (\$20,000) of which 75% or Fifteen Thousand Dollars (\$15,000) will  
10 be paid to the Labor Workforce Development Agency ("LWDA") and 25% or Five Thousand  
11 Dollars (\$5,000) to PAGA Group Members. The Gross Settlement Amount will be distributed as  
12 follows: Class Members who worked during the period of August 31, 2018 to January 31, 2022,  
13 which account for approximately 11,421 workweeks, will receive approximately \$35 per  
14 workweek and Class Members who worked during the period of February 1, 2022 to December  
15 14, 2024 or when the total workweeks reach 21,719, which account for approximately 10,298  
16 workweeks, will receive approximately \$17.50 per workweek. Defendant shall not be obligated  
17 to pay anything more than the Gross Settlement Amount except for employer's share of payroll  
18 taxes.

19 11. "Individual Class Payment" means each Participating Class Member's pro rata  
20 share of the Net Settlement Amount, to be distributed to Plaintiff and Class Members who do not  
21 request exclusion from the settlement according to the number of Workweeks worked during the  
22 Class Period.

23 12. "Individual PAGA Payment" means the PAGA Group Member's pro rata share of  
24 25% of the PAGA Settlement Amount calculated according to the number of PAGA Pay Periods  
25 worked during the PAGA period.

26 13. "LWDA" means the California Labor and Workforce Development Agency, the  
27 agency entitled, under Labor Code section 2699, subd. (i).

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

3           15.    “Net Settlement Amount” means the maximum amount available for distribution  
4 to the Class Members, after deduction of Class Counsel Fees and Costs, Class Representative  
5 Enhancement Payment, Settlement Administration Expenses, Individual PAGA Payments, and  
6 the LWDA PAGA Payment, from the Gross Settlement Amount.

7           16.    “Notice of Objection” means a Class Member’s valid and timely written objection  
8 to the Settlement Agreement. For the objection to be valid, it must include: (i) the objector’s full  
9 name, signature, address, and telephone number; (ii) a written statement of all grounds for the  
10 objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs,  
11 or other documents upon which the objection is based; and (iv) a list of all persons who will be  
12 called to testify in support of the objection. Further, an objector may appear at the Final Approval  
13 hearing, either in person or through counsel, at his or her expense. The Parties will be permitted  
14 to respond in writing to such objections at least seven calendar days prior to the Final Approval  
15 hearing or within the time period set by the Court.

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

18           18.    “PAGA” means the California Private Attorneys General Act of 2004, which is  
19 codified in California Labor Code §2698, et seq.

20           19.    “PAGA Group Member(s)” means: All non-exempt hourly employees who were  
21 directly hired by Defendant in California during the PAGA Period.

22           20.    “PAGA Period” means: The period from August 31, 2021 through December 14,  
23 2024 or when the total pay periods reach 5,682 total pay periods.

24           21.    “PAGA Settlement Amount” means the portion of the Gross Settlement Amount  
25 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties  
26 have agreed that the PAGA Settlement Amount is Twenty Thousand Dollars (\$20,000), subject  
27 to Court approval. Of the PAGA Settlement Amount, 75% or Fifteen Thousand Dollars  
28

1 (\$15,000) will be paid to the LWDA ("LWDA Payment"), and the remaining 25% or Five  
2 Thousand Dollars (\$5,000) will be distributed to PAGA Group Members.

3 22. "Participating Class Members" means all Class Members who do not submit  
4 valid Requests for Exclusion.

5 23. "Preliminary Approval" means the Court order granting preliminary approval of  
6 the Settlement Agreement.

7 24. "Released PAGA Claims" means all claims for civil penalties under PAGA  
8 based on the labor code violations alleged in the notice sent by Plaintiff to the LWDA, as well  
9 as all facts, theories, or claims for civil penalties that would be considered administratively  
10 exhausted under applicable law by the PAGA notice the Plaintiff sent to the LWDA. PAGA  
11 Group Members shall receive their portion of the PAGA penalties regardless of their decision to  
12 opt-out of the class settlement and therefore the Released PAGA Claims would apply to them.

13 25. "Released Claims" means all California wage and hour claims, penalties,  
14 interest, and causes of action, arising from or related to the claims pled in Plaintiff's operative  
15 complaint ("Complaint") or that could have been pled in the Complaint based on the factual  
16 allegations pled in the Complaint, including all claims for allegedly unpaid minimum and  
17 overtime wages, failure to provide compliant meal and rest breaks, inaccurate wage statements,  
18 failure to provide sick leave and failure to pay all wages owed upon termination under the  
19 California Labor Code, or applicable wage order(s), unfair competition claims under California  
20 Business & Professions Code §17200, *et seq.* based on the labor code violations alleged, and  
21 any penalties, restitution, disgorgement, interest or attorneys' fees that occurred during the  
22 Class Period. This release will cover all Class Members who do not opt out.

23 26. "Released Parties" means Defendant and Defendant's former and present  
24 parents, subsidiaries and affiliated companies and entities, and its current, former, and future  
25 owners, officers, shareholders, directors, members, managers, operators, employees,  
26 consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, joint  
27 venturers and agents, and any successors, assigns, or legal representatives.

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1           27.    “Request for Exclusion” means a timely letter submitted by a Class Member  
2 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)  
3 set forth the name, address, telephone number and last four digits of the Social Security  
4 Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be  
5 returned by mail or fax to the Settlement Administrator at the specified address or fax number  
6 indicated in the Notice; (d) clearly state that the Class Member does not wish to be included in  
7 the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

8           28.    “Response Deadline” means the deadline by which Class Members must fax or  
9 postmark to the Settlement Administrator a valid Request for Exclusion, submit objections to  
10 the Settlement or dispute workweeks. The Response Deadline will be forty-five (45) calendar  
11 days from the initial mailing of the Notice by the Settlement Administrator. The Response  
12 Deadline for Request for Exclusion, objection or dispute workweeks will be extended fifteen  
13 (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement  
14 Administrator in accordance with the notice procedure described herein. The Response  
15 Deadline may also be extended by express agreement between Class Counsel and Defendant’s  
16 counsel.

17           29.    “Settlement Administrator” means Pheonix Class Action Administration  
18 Solutions or any other third-party class action settlement administrator agreed to by the Parties  
19 and approved by the Court for the purposes of administering this Settlement. The Parties each  
20 represent that they do not have any financial interest in the Settlement Administrator or  
21 otherwise have a relationship with the Settlement Administrator that could create a conflict of  
22 interest.

23           30.    “Settlement Administration Expenses” means the costs payable to the Settlement  
24 Administrator for administering this Settlement, including, but not limited to, printing,  
25 translating into Spanish, conducting a National Change of Address (“NCOA”) search,  
26 distributing (including with appropriate postage), and tracking documents for this Settlement in  
27 English and Spanish, any searches to locate any Class Members, tax reporting, distributing the  
28 Individual Settlement Payments, Class Representative Enhancement Payment, Class Counsel

1 Fees and Costs, and providing necessary certification of completion of notice, reports and  
2 declarations, establishing and administering a qualified settlement fund account and other  
3 responsibilities set forth in this Settlement Agreement and as requested by the Parties. The  
4 Settlement Administration Expenses are currently estimated to be not more than Ten Thousand  
5 Dollars (\$10,000).

#### 6 TERMS OF AGREEMENT

7 Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as follows:

8 31. Impact of Any Court Determination Not to Enter Final Approval Order. In the  
9 event that the Court does not enter a Final Approval Order and this Settlement Agreement does  
10 not become effective, the following will occur:

- 11 a. on the date final approval is denied, the status of the Action will be  
12 deemed to return to its status at the time immediately prior to and as if the  
13 Parties had never executed this Settlement Agreement; and
- 14 b. The Parties will evenly split and pay the Settlement Administrator for any  
15 costs incurred by the Settlement Administrator.

16 32. Settlement Funding. Within seven (7) calendar days of the Effective Date,  
17 Defendant will deposit the Gross Settlement Amount and employer's share of payroll taxes with  
18 the Settlement Administrator who will deposit the funds into an interest-bearing trust account  
19 referred to as the Qualified Settlement Fund account from which the Settlement Administrator  
20 will have authority to distribute money in accordance with the terms of this Settlement  
21 Agreement. The employer's share of payroll taxes, to be calculated with the assistance of the  
22 Settlement Administrator, shall be paid by Defendant in addition to the Gross Settlement  
23 Amount.

24 33. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any  
25 application or motion by Class Counsel for Class Counsel Fees in the amount of up to One  
26 Hundred Ninety-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents  
27 (\$193,333.33), plus the reimbursement of the actual costs and expenses associated with Class  
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1 Counsel's litigation and settlement of the Action, not to exceed Thirty Thousand Dollars  
2 (\$30,000).

3 34. Class Representative Enhancement Payment. In exchange for named Plaintiff's  
4 executing a general release, and in recognition of her efforts in prosecuting the Action on behalf  
5 of Class Members, Defendant agrees not to oppose or impede any application or motion for a  
6 Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000). The  
7 Class Representative Enhancement Payment, which will be paid from the Gross Settlement  
8 Amount, will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the  
9 Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes,  
10 penalties and interest on the payment made pursuant to this paragraph and will hold Defendant  
11 harmless from any claim or liability for taxes, penalties, or interest arising as a result of the  
12 payment.

13 35. Settlement Administration Expenses. The Settlement Administrator will be paid  
14 for the reasonable fees and costs of administration of the Settlement, which are estimated not to  
15 exceed Ten Thousand Dollars (\$10,000). These will include, *inter alia*, fees and costs payable  
16 to the Settlement Administrator for printing, translating into Spanish, distributing (including  
17 with appropriate postage), and tracking documents for this Settlement in English and Spanish,  
18 any searches to locate any Class Members, calculating estimated amounts per Class Member,  
19 tax reporting, distributing the Individual Settlement Payments, Class Representative  
20 Enhancement Payment, Class Counsel Fees and Costs, payment to LWDA for PAGA penalties,  
21 and providing necessary certification of completion of notice, reports and declarations,  
22 establishing and administering a Qualified Settlement Fund account, required tax reporting on  
23 the Individual Settlement Payments, the issuing of 1099 and W-2 IRS forms, calculating the  
24 employer's share of payroll taxes on the wage portion of the Individual Settlement Payments  
25 and coordinating related reporting, and other responsibilities as requested by the Parties. The  
26 Settlement Administration Expenses will be paid from the Gross Settlement Amount.

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1           36.    Net Settlement Amount. The Net Settlement Amount will be used to satisfy  
 2 Individual Settlement Payments to Participating Class Members from the Settlement Class and  
 3 PAGA Group Members in accordance with the terms of this Agreement.

4           37.    Individual Settlement Payment Calculations. Defendant will provide the  
 5 Settlement Administrator with the total number of workweeks for each Class Member during  
 6 the Class Period and total number of workweeks for each PAGA Group Member during the  
 7 PAGA Period. The Settlement Administrator will divide the Net Settlement Amount, less  
 8 \$5,000 (or the Court approved amount from the PAGA Settlement Amount allocated for PAGA  
 9 penalties to PAGA Group Members), by the total number of workweeks ("Work Week Rate  
 10 Amount") and then multiply this amount by each Class Member's total number of workweeks to  
 11 yield that employee's Net Settlement Payment. In the event a Class Member submits a timely  
 12 Request for Exclusion from the settlement, his/her share of the settlement will be added to the  
 13 Net Settlement Amount.

|                                                          |   |                                              |
|----------------------------------------------------------|---|----------------------------------------------|
| NET<br>SETTLEMENT<br>AMOUNT                              | X | Participating<br>Class Member's<br>Workweeks |
| <hr/>                                                    |   |                                              |
| Total number of<br>Workweeks for<br>all Class<br>Members |   |                                              |

19           In additional, each Class Member who is a PAGA Group Member will be paid a pro-rata  
 20 share of the \$5,000 allocated for PAGA penalties to PAGA Group Members, as calculated by  
 21 the Settlement Administrator, with a formula similar to payments to Participating Class  
 22 Members.

|                                                                                  |   |                                                                      |
|----------------------------------------------------------------------------------|---|----------------------------------------------------------------------|
| \$5,000 for PAGA<br>Penalties to PAGA<br>Group Members                           | X | Individual PAGA<br>Group Member's<br>Workweeks during<br>PAGA Period |
| <hr/>                                                                            |   |                                                                      |
| Total number of<br>Workweeks for all<br>PAGA Group Members<br>during PAGA Period |   |                                                                      |

1 The Individual Settlement Payment for any Participating Class Member who is also a  
2 PAGA Group Member shall include the Participating Class Member's share of the PAGA  
3 Settlement Amount allocated for PAGA penalties to PAGA Group Members.

4 Class Members who are PAGA Group Members will not be permitted to exclude  
5 themselves from the PAGA claim portion of the Settlement. PAGA penalty settlement  
6 payments in the appropriate amounts will be distributed by the Settlement Administrator by  
7 mail to the PAGA Group Members including to those Class Members who are PAGA Group  
8 Members who submitted a request for exclusion.

9 38. No Credit Toward Benefit Plans. All Settlement Awards to Class Members shall  
10 be deemed to be income to such Class Members solely in the year in which such awards  
11 actually are received by the Class Members. It is expressly understood and agreed that the  
12 receipt of such Settlement Awards will not entitle any Class Member to additional  
13 compensation or benefits under any company bonus, paid time off (including vacation and sick  
14 leave), or other compensation or benefit plan or agreement in place during the period covered  
15 by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k)  
16 benefits or matching benefits, or deferred compensation benefits. It is the intent of this  
17 Settlement that the Settlement Awards provided for in this Agreement are the sole payments to  
18 be made by Defendant to the Class Members in connection with this Settlement, and that the  
19 Class Members are not entitled to any new or additional compensation or benefits as a result of  
20 having received the Settlement Awards (notwithstanding any contrary language or agreement in  
21 any benefit or compensation plan document that might have been in effect during the period  
22 covered by this Settlement).

23 39. Settlement Administration Process. The Parties agree to cooperate in the  
24 administration of the settlement and to make all reasonable efforts to control and minimize the  
25 costs and expenses incurred in administration of the Settlement.

26 40. Delivery of the Class List. Within seven (7) calendar days of Preliminary  
27 Approval, Defendant will provide the Class List to the Settlement Administrator.

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1           41.    Notice by First-Class U.S. Mail. Within seven (7) calendar days after receiving  
2 the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class  
3 Members via regular First-Class U.S. Mail.

4           42.    Confirmation of Contact Information in the Class Lists. Prior to mailing, the  
5 Settlement Administrator will perform a search based on the National Change of Address  
6 Database for information to update and correct for any known or identifiable address changes.  
7 Any Notice returned to the Settlement Administrator as non-deliverable on or before the  
8 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding  
9 address, and the Settlement Administrator will indicate the date of such re-mailing on the  
10 Notice. If no forwarding address is provided, the Settlement Administrator will promptly  
11 attempt to determine the correct address using a skip-trace, or other search using the name,  
12 address and/or Social Security number of the Class Member involved and will then perform a  
13 single re-mailing. Those Class Members who receive a re-mailed Notice will have between the  
14 latter of (i) an additional fifteen calendar (15) days or (ii) the Response Deadline to fax or  
15 postmark a Request for Exclusion, submit an objection to the Settlement or dispute workweeks.

16           43.    Notice. All Class Members will be mailed the Notice. The Notice will provide:  
17 (1) information regarding the nature of the Action, (2) a summary of the Settlement's principal  
18 terms, (3) the Settlement Class definition, (4) each Class Member's number of workweeks  
19 worked during the Class Period, (5) each Class Member's estimated Individual Settlement  
20 Payment; (6) the dates which comprise the Class Period, (7) instructions on how to submit valid  
21 Requests for Exclusion, objections or dispute workweeks, (8) the deadlines by which the Class  
22 Member must fax or postmark Request for Exclusions, submit objections to the Settlement or  
23 dispute workweeks, and (9) the claims to be released, as set forth in this Settlement Agreement.

24           44.    Request for Exclusion Procedures. Any Class Member wishing to opt out from  
25 the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the  
26 Settlement Administrator within the Response Deadline. The date of the fax or postmark on the  
27 return mailing envelope will be the exclusive means to determine whether a Request for  
28 Exclusion has been timely submitted. The Parties to this Agreement and their counsel agree that

1 they will not solicit or encourage Class Members to opt-out or object to this Settlement  
2 Agreement. If the Court approves the compromise of the PAGA claim, all PAGA Group  
3 Members are bound by the Court's resolution of that claim. Class Members who are also  
4 PAGA Group Members submitting a request for exclusion will nevertheless receive their pro-  
5 rata share of the 25% of the PAGA Settlement Amount allocated for PAGA penalties to PAGA  
6 Group Members.

7 45. Defendant's Right to Withdraw. If more than ten percent of the Class Members  
8 submit a valid request for exclusion, Defendant may exercise the option to withdraw from the  
9 Settlement and must inform Class Counsel and the Settlement Administrator, via email, within  
10 five court days after the Settlement Administrator informs counsel of the total number of valid  
11 requests for exclusion. If Defendant exercises this option, the Settlement is entirely void and  
12 Defendant will be solely responsible for all fees incurred by the Settlement Administrator.

13 46. Defective Submissions. If a Class Member's Request for Exclusion is defective  
14 as to the requirements listed in this Settlement Agreement, that Class Member will be given an  
15 opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a  
16 cure letter within three (3) calendar days of receiving the defective submission to advise the  
17 Class Member that his or her submission is defective and that the defect must be cured to render  
18 the Request for Exclusion valid. The Class Member will have until the later of (i) Response  
19 Deadline or (ii) fifteen (15) calendar days from the date of the cure letter to fax or postmark a  
20 revised Request for Exclusion.

21 47. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class  
22 Member who does not affirmatively opt out of the Settlement Agreement by submitting a  
23 timely and valid Request for Exclusion will be bound by all of its terms, including those  
24 pertaining to the Released Claims (other than as it applies to the PAGA claims with respect to  
25 the PAGA Group Members), as well as any Judgment that may be entered by the Court if it  
26 grants final approval to the Settlement. If the Court approves the compromise of the PAGA  
27 claim, Class Members who are also PAGA Group Members submitting a request for exclusion  
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1 will nevertheless be bound by the Court's resolution of that claim and receive their pro-rata  
2 share of the 25% of the PAGA Payment allocated to the PAGA Group Members.

3 48. Objection Procedures. To object to the Settlement Agreement, a Class Member  
4 may not submit a Request for Exclusion and must mail a valid Notice of Objection to the  
5 Settlement Administrator by the Response Deadline. The Settlement Administrator will notify  
6 counsel for the Parties forthwith via email. Class Counsel will lodge the objection with the  
7 Court. The Notice of Objection must be signed by the Class Member and contain all  
8 information required by this Settlement Agreement. The postmark date of the mailing will be  
9 deemed the exclusive means for determining that the Notice of Objection is timely. Class  
10 Members who wish to object will have a right to appear at the Final Approval Hearing, with or  
11 without counsel at his/her own expense, in order to have their objections heard by the Court. At  
12 no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class  
13 Members to submit written objections to the Settlement Agreement or appeal from the Final  
14 Approval Order and Judgment.

15 49. Certification Reports Regarding Individual Settlement Payment Calculations.  
16 The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly  
17 report which certifies: (i) the number of Class Members who have submitted valid Request for  
18 Exclusion and objections; and (ii) the number of any deficient Request for Exclusion.  
19 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated  
20 reports regarding the administration of the Settlement Agreement as needed or requested.

21 50. Timing of Distribution of Individual Settlement Payments. Within three (3)  
22 calendar days of Defendants depositing the Gross Settlement Amount and employer's share of  
23 payroll taxes, the Settlement Administrator will issue payments to (1) Participating Class  
24 Members and PAGA Group Members; (2) Plaintiff; (3) Class Counsel; and payment to LWDA.  
25 The Settlement Administrator will also issue a payment to itself for Court-approved services  
26 performed in connection with the settlement.

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1           51.    Uncashed or Undeliverable Settlement Checks. Individual settlement checks  
2 paid to Participating Class Members and PAGA Group Members will be valid for 180 days.  
3 Participating Class Members and PAGA Group Members will have one hundred eighty (180)  
4 calendar days from the date of issuance of the check to cash their check. For any check not  
5 cashed after 180 calendar days, the Settlement Administrator will send the amount represented  
6 by the check to the California State Controller Unclaimed Property, with the identity of the  
7 Participating Class Member and PAGA Group Member to whom the funds belong, to be held  
8 for the Participating Class Member and PAGA Group Member per California Unclaimed  
9 Property Law, in the interest of justice. The money paid to the California State Controller  
10 Unclaimed Property will remain the Participating Class Member and PAGA Group Member's  
11 property. This will allow Participating Class Member and PAGA Group Member who did not  
12 cash their checks to collect their Individual Settlement Amounts at any time in the future.  
13 Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds, and  
14 the California Code of Civil Procedure section 384 shall not apply. The funds will be held by  
15 the State until claimed by the employee and the uncashed check never ceases to be the  
16 employee's property.

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

20           53.    Treatment of Individual Settlement Payments. All Individual Settlement  
21 Payments will be allocated as follows: 100% of each PAGA Group Member's pro-rata share of  
22 the \$5,000 allocated for PAGA penalties shall be allocated as penalties; 20% of each Individual  
23 Settlement Payment will be allocated for the settlement of wage claims; and the remaining 80%  
24 will be allocated to the settlement of claims for interest and statutory penalties. The portion  
25 allocated to wages in each Individual Settlement Payment will be reported on an IRS Form W-2  
26 and the portion allocated to interest and penalties will be reported on an IRS Form-1099 by the  
27 Settlement Administrator.

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1           54.   Administration of Taxes by the Settlement Administrator. The Settlement  
2 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA  
3 Group Members, Class Counsel, and Defendants any W-2, 1099, or other tax forms as may be  
4 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement  
5 Administrator will also be responsible for forwarding all payroll taxes and other legally  
6 required withholdings, and related reporting, to the appropriate government authorities.

7           55.   Defendants Responsibility for Employer Taxes: For any portion of the Class  
8 Members' Individual Settlement Payments that are designated as "wages" for purposes of tax  
9 reporting, the employer's taxes, employer contributions of all federal, state, and local taxes  
10 (including, but not limited to, FICA, FUTA, and SDI), will be paid in addition to the Gross  
11 Settlement Amount, via and with the Settlement Administrator's assistance.

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

1 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER  
2 TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE  
3 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES  
4 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON  
5 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR  
6 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION  
7 CONTEMPLATED BY THIS AGREEMENT.

8 57. No Prior Assignments. The Parties and their counsel represent, covenant, and  
9 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported  
10 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,  
11 demand, action, cause of action or right released and discharged in this Settlement Agreement.

12 58. Release of Class Claims by Participating Class Members: Upon the date the  
13 Court enters an order granting final approval of the settlement and Defendant fully funds the  
14 Gross Settlement Amount and the employer's share of payroll taxes, participating Class  
15 Members, on behalf of themselves and their respective former and present representatives,  
16 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from  
17 the Released Claims and PAGA Group Members from the Released PAGA Claims.

18 59. Release by Plaintiff. Upon the date the Court enters an order granting final  
19 approval of the settlement and Defendant fully funds the Gross Settlement Amount and the  
20 employer's share of payroll taxes, in addition to the claims being released by all Class

21 Members, Plaintiff will provide the following additional general release ("General Release") :  
22 Plaintiff, on her own behalf and on behalf of her heirs, spouses, executors, administrators,  
23 attorneys, agents and assigns, fully and finally releases the Released Parties from all claims,  
24 demands, rights, liabilities and causes of action of every nature and description whatsoever,  
25 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for  
26 violation of any state or federal statute, rule or regulation arising out of, relating to, or in  
27 connection with any act or omission by or on the part of any of the Released Parties committed  
28 or omitted prior to the execution of this Agreement. This General Release includes any

1 unknown claims Plaintiff does not know or suspect to exist in her favor at the time of this  
2 General Release, which, if known by them, might have affected her settlement with, and release  
3 of, the Released Parties or might have affected her decision not to object to this Settlement or  
4 this Release. To the extent the foregoing releases are releases to which Section 1542 of the  
5 California Civil Code or similar provisions of other applicable law may apply, Plaintiff  
6 expressly waives any and all rights and benefits conferred upon them by the provisions of  
7 Section 1542 of the California Civil Code or similar provisions of applicable law which are as  
8 follows:

9       A general release does not extend to claims that the creditor or releasing party does not  
10       know or suspect to exist in his or her favor at the time of executing the release and that,  
11       if known by him or her, would have materially affected his or her settlement with the  
12       debtor or released party.  
13

14 The significance of this release and waiver of Civil Code Section 1542 has been explained to  
15 Plaintiff by her counsel. Release by Plaintiff expressly excludes any claims for workers  
16 compensation against Defendant.

17       60.   Neutral Reference. Defendant agrees that it will only provide a neutral reference  
18 for Plaintiff should any prospective employers or anyone contact them regarding Plaintiff's  
19 employment. Defendant shall only provide the dates of employment and Plaintiff's last job title  
20 held with Defendant.

21       61.   Nullification of Settlement Agreement. In the event that: (i) the Court does not  
22 finally approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement  
23 does not become final for any other reason, then this Settlement Agreement and any documents  
24 generated to bring it into effect will be null and void. Any order or judgment entered by the  
25 Court in furtherance of this Settlement Agreement will likewise be treated as void from the  
26 beginning. In such case, the Settlement shall not be used or be admissible in any subsequent  
27 proceedings, either in this Action, this Court, or any other Court or forum.

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1           62.   Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to  
2 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
3 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes  
4 only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date  
5 for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will  
6 provide for the Notice to be sent to all Class Members as specified in this Settlement  
7 Agreement. In conjunction with the Preliminary Approval motion, Plaintiff will submit this  
8 Settlement Agreement, which sets forth the terms of this Settlement and will include the  
9 proposed Notice. Should the Court fail to enter a Preliminary Approval Order, the Parties will  
10 cooperate in good faith and use their best efforts to correct whatever deficiencies the Court  
11 identifies in order to obtain Preliminary Approval.

12           63.   Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of  
13 the deadlines to fax or postmark Request for Exclusion or submit objections to the Settlement  
14 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will  
15 be conducted to determine the Final Approval of the Settlement Agreement along with the  
16 amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Counsel Fees  
17 and Costs; (iii) the Class Representative Enhancement Payment; (iv) payment to LWDA for  
18 PAGA penalties; and (v) all Settlement Administration Expenses. Class Counsel will be  
19 responsible for drafting all documents necessary to obtain final approval. Class Counsel will  
20 also be responsible for drafting the attorneys' fees and costs application to be heard at the Final  
21 Approval/Settlement Fairness Hearing.

22           64.   Judgment and Continued Jurisdiction. Upon final approval of the Settlement by  
23 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a  
24 proposed Judgment to the Court for its approval. Pursuant to California Rules of Court, Rule  
25 3.771(b), the Settlement Administrator shall post on its website a copy of the Judgment for a  
26 period of thirty days from the date the Court signs the Judgment. After entry of the Judgment,  
27 the Court will have continuing jurisdiction solely for purposes of addressing: (i) the  
28 interpretation and enforcement of the terms of the Settlement Agreement, (ii) settlement

1 administration matters, and (iii) such post- Judgment matters as may be appropriate under court  
2 rules or as set forth in this Settlement Agreement.

3 65. Exhibits Incorporated by Reference. The terms of this Settlement Agreement  
4 include the terms set forth in any attached Exhibits, which are incorporated by this reference as  
5 though fully set forth in this Settlement Agreement. Any Exhibits to this Agreement are an  
6 integral part of the Settlement.

7 66. Entire Agreement. This Settlement Agreement and any attached Exhibits  
8 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous  
9 written or oral agreements may be deemed binding on the Parties. The Parties expressly  
10 recognize California Civil Code Section 1625 and California Code of Civil Procedure Section  
11 1856(a), which provide that a written agreement is to be construed according to its terms and  
12 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such  
13 extrinsic oral or written representations or terms will modify, vary or contradict the terms of  
14 this Agreement.

15 67. Amendment or Modification. This Settlement Agreement may be amended or  
16 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
17 interest and subject to Court's approval.

18 68. Authorization to Enter Into Settlement Agreement. Counsel for all Parties  
19 warrant and represent they are expressly authorized by the Parties whom they represent to  
20 negotiate this Settlement Agreement and to take all appropriate action required or permitted to  
21 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to  
22 execute any other documents required to effectuate the terms of this Settlement Agreement.  
23 The Parties and their counsel will cooperate with each other and use their best efforts to effect  
24 the implementation of the Settlement. If the Parties are unable to reach agreement on the form  
25 or content of any document needed to implement the Settlement Agreement, or on any  
26 supplemental provisions that may become necessary to effectuate the terms of this Settlement  
27 Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

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1           69.    Binding on Successors and Assigns. This Settlement Agreement will be binding  
2 upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement  
3 Agreement, as previously defined.

4           70.    Execution and Counterparts. This Settlement Agreement is subject only to the  
5 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
6 counterparts. All executed counterparts and each of them, including facsimile, scanned copies  
7 of the signature page, and electronic signature will be deemed to be one and the same  
8 instrument provided that counsel for the Parties will exchange among themselves original  
9 signed counterparts.

10          71.    Acknowledgement that the Settlement is Fair and Reasonable. The Parties  
11 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action  
12 and have arrived at this Settlement Agreement after arm's-length negotiations and in the  
13 context of adversarial litigation, taking into account all relevant factors, present and potential.  
14 The Parties further acknowledge that they are each represented by competent counsel and that  
15 they have had an opportunity to consult with their counsel regarding the fairness and  
16 reasonableness of this Settlement Agreement.

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

21          73.    Captions. The captions and section numbers in this Agreement are inserted for  
22 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of  
23 the provisions of this Agreement.

24          74.    Waiver. No waiver of any condition or covenant contained in this Agreement or  
25 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or  
26 constitute a further waiver by such party of the same or any other condition, covenant, right or  
27 remedy.

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1           75.    Enforcement Actions. In the event that one or more of the Parties institutes any  
2 legal action or other proceeding against any other Party to enforce the provisions of this  
3 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement,  
4 the successful Party will be entitled to recover from the unsuccessful Party reasonable  
5 attorneys' fees and costs, including expert witness fees incurred in connection with any  
6 enforcement actions.

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

13           77.    Representation By Counsel. The Parties acknowledge that they have been  
14 represented by counsel throughout all negotiations that preceded the execution of this  
15 Settlement Agreement, and that this Settlement Agreement has been executed with the consent  
16 and advice of counsel.

17           78.    All Terms Subject to Final Court Approval. All amounts and procedures  
18 described in this Settlement Agreement will be subject to final Court approval.

19           79.    Cooperation and Execution of Necessary Documents. All Parties will cooperate  
20 in good faith and execute all documents to the extent reasonably necessary to effectuate the  
21 terms of this Settlement Agreement.

22           80.    Binding Agreement. The Parties warrant that they understand and have full  
23 authority to enter into this Agreement, and further intend that this Agreement will be fully  
24 enforceable and binding on all Parties and agree that it will be admissible and subject to  
25 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality  
26 provisions that otherwise might apply under federal or state law.

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28    ///

81. No Admission of Liability. Nothing contained in this Settlement Agreement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation, and the attendant inconvenience and expense, and to fully and forever buy their respective peace. This Settlement Agreement shall be inadmissible in evidence in any action or proceeding, by any party, except an action or proceeding by one of the Parties to approve, interpret, or enforce the Settlement Agreement's terms.

82. Disputes. Any dispute between the Parties concerning the interpretation or implementation of this Settlement Agreement will be resolved by the Court. Prior to any such resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute themselves, the dispute will be submitted to Marc Feder, Esq. for mediation before being submitted to the Court, unless the Parties agree otherwise.

83. **Applicable Law.** All terms and conditions of this Settlement Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

84. **Escalator Clause.** If it is determined by the Settlement Administrator that the total workweeks exceed 21,719 during the Class Period, the Class Period will be truncated to end the Class Period when 21,719 total workweeks has been reached.

## SIGNATURES

**READ CAREFULLY BEFORE SIGNING**

PLAINTIFF

**Dated:** 09/02/2025

**Maria Isabel Melendez**

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DEFENDANT

Dated: Sep 2, 2025

*Melissa Dethardt*

Berkeley Nutritional Manufacturing Corp.

Melissa Dethardt

By:

Its: Executive Vice President

APPROVED AS TO FORM

Dated: September 2, 2025

THE NOURMAND LAW FIRM, APC

By: *Michael Nourmand*

Michael Nourmand, Esq.

James A. De Sario, Esq.

*Attorneys for Plaintiff*

MARIA ISABEL MELENDEZ, on behalf of  
herself and all others similarly situated

Dated: September 2, 2025

FISHER & PHILLIPS LLP

By: *Jamie L. Gross*

Jamie L. Gross, Esq.

*Attorneys for Defendant*

BERKELEY NUTRITIONAL  
MANUFACTURING CORP.