

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (Cal. Bar No. 287811)
david@tomorrowlaw.com
Vedang J. Patel (Cal. Bar No. 328647)
vedang@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Telephone: (310) 438-5555
Facsimile: (310) 300-1705

Attorneys for Plaintiffs
ALEJANDRA BARAJAS, MARA JAZMIN
GOMEZ CRUZ, MIRIAM LOZANO,
EDGAR MISAEL MALDONADO on behalf
of themselves and all others similarly situated

[Additional counsel on next page]

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

ALEJANDRA BARAJAS; MARA JAZMIN
GOMEZ CRUZ; MIRIAM LOZANO;
EDGAR MISAEL MALDONADO, as
individuals and on behalf of all others similarly
situated,

Plaintiffs,

vs.

EMPLOYMENT SOLUTIONS, INC., a
California corporation; RELISH LABS LLC,
dba HOME CHEF, a Delaware limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB2215658

(Assigned for All Purposes to the
Hon. Jessica Morgan, Dept. S26-SBJC)

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

Action Filed: February 17, 2022

1 MICHAEL R. MINGUET (State Bar No. 204027)
mminguet@wilsonturnerkosmo.com
2 WILSON TURNER KOSMO LLP
402 West Broadway, Suite 1600
3 San Diego, CA 92101
Telephone: (619) 236-9600
4 Fax: (619) 236-9669

5 Attorneys for Defendant
EMPLOYMENT SOLUTIONS, INC.

6
7 TRITIA M. MURATA (State Bar No. 234344)
TritiaMurata@dwt.com
DAVID P. ZINS (State Bar No. 284919)
8 DavidZins@dwt.com
ALLYSON D. BACH (State Bar No. 328559)
9 AllysonBach@dwt.com
DAVIS WRIGHT TREMAINE LLP
10 350 South Grand Avenue, Suite 2700
Los Angeles, California 90071-3491
11 Telephone: (213) 633-6800
Fax: (213) 633-6899

12 Attorneys for Defendant
13 RELISH LABS LLC

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 This Class Action and PAGA Settlement Agreement and Release (“Agreement”) is
2 entered into by and between Alejandra Barajas (“Barajas”), Mara Jazmin Gomez Cruz (“Cruz”),
3 Miriam Lozano (“Lozano”), and Edgar Misael Maldonado (“Maldonado”) (collectively,
4 “Plaintiffs”), on the one hand, individually and on behalf of the Class to be certified for settlement
5 purposes only, the PAGA Group, and the State of California, and Employment Solutions, Inc.
6 (“Employment Solutions”) and Relish Labs LLC (“Relish Labs”) (collectively, “Defendants”), on
7 the other hand, subject to the approval of the Court. Plaintiffs and Defendants collectively are
8 referred to herein as the “Parties.” In consideration of the promises and mutual covenants and
9 agreements herein contained, the Parties hereby covenant and agree as follows:

10 **1. RECITALS**

11 1.1 On February 17, 2022, Barajas and Cruz filed a class action complaint (the
12 “Complaint”) against Defendants in the Superior Court of the State of California, County of
13 San Bernardino, thereby commencing the action titled *Alejandra Barajas and Mara Jazmin*
14 *Gomez Cruz v. Employment Solutions, Inc. and Relish Labs LLC, dba Home Chef*, Case
15 No. CIV SB 2215658 (the “Action”).

16 1.2 Relish Labs and Employment Solutions filed their respective answers to the
17 Complaint on October 24, 2022 and October 25, 2022, and each answer generally denied all of the
18 allegations contained the Complaint and asserted a number of separate and additional defenses.

19 1.3 On September 28, 2022, Barajas and Cruz filed a document styled as a first
20 amended class action complaint in the Action (the “First Amended Complaint”) purporting to
21 name two additional plaintiffs, Lozano and Maldonado, but the First Amended Complaint was
22 never served on either Defendant.

23 1.4 On May 9, 2023, by stipulation of the Parties and leave of the Court, Plaintiffs
24 filed a second amended class action complaint in the Action (the “Second Amended Complaint”)
25 naming Lozano and Maldonado as additional plaintiffs and adding a cause of action for civil
26 penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). The operative
27 Second Amended Complaint includes causes of action alleging (1) failure to pay overtime wages;
28 (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest

1 periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to indemnify;
2 (8) unfair competition; and (9) civil penalty liability under PAGA. The Second Amended
3 Complaint alleges that Employment Solutions is liable as the staffing agency that employed
4 Plaintiffs and the individuals they purportedly seek to represent. The Second Amended
5 Complaint alleges that Relish Labs is liable, despite not having been the employer of such
6 individuals, based on a theory of alleged joint employment and/or client employer liability
7 purportedly arising under Labor Code section 2810.3.

8 1.5 Employment Solutions and Relish Labs filed their respective answers to the
9 Second Amended Complaint on June 8, 2023 and June 12, 2023, and each answer generally
10 denied all of the allegations contained in the Second Amended Complaint and asserted a number
11 of separate and additional defenses.

12 1.6 The Parties decided to explore the possibility of a private mediation to see if they
13 could reach a reasonable early settlement before they invested significant time and expense in
14 litigation.

15 1.7 Collectively, the Parties engaged in informal discovery and exchange of
16 information and documents in connection with the anticipated mediation, including but not
17 limited to Employment Solutions' provision of putative class members' redacted time and pay
18 records, Plaintiffs' itemized wage statements, putative class member headcounts relevant to
19 Plaintiffs' claims, and the number of work weeks worked by putative class members during the
20 relevant time period.

21 1.8 In these and other ways, the Parties investigated the facts and analyzed the relevant
22 legal issues with regard to the claims Plaintiffs alleged in the Action and Defendants' defenses to
23 them. Based on this investigation and analysis, Plaintiffs believe the Action has merit, while
24 Defendants believe the Action has no merit.

25 1.9 On February 12, 2024, the Parties participated in a mediation of the Action with
26 Michael J. Loeb of JAMS, but the Parties did not reach settlement by the conclusion of the
27 mediation. On February 20, 2024, the Parties ultimately agreed to resolve the Action by
28 accepting a mediator's proposal made by Mr. Loeb on February 13, 2024.

1.10 The Parties have each considered the uncertainties of continued litigation and the benefits to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated with the continued prosecution of the Action and the likely appeals of any rulings.

1.11 The Parties, through their counsel, have engaged in arm's-length negotiations concerning a resolution of the Action, Released Class Claims, and Released PAGA Claims.

1.12 It is the Parties' intention and the objective of this Agreement to avoid the costs of further litigation and trial, and to settle and dispose of, fully and completely and forever, the claims released herein and described below.

2. DEFINITIONS

As used in this Agreement, the terms set forth in this Section 2 shall have the meanings ascribed to them below.

2.1 **Action.** "Action" means the above-captioned action titled *Alejandra Barajas and Mara Jazmin Gomez Cruz v. Employment Solutions, Inc. and Relish Labs LLC, d/b/a Home Chef*, Case No. CIV SB 2215658, filed on February 17, 2022 and currently pending in the Superior Court of the State of California, County of San Bernardino.

2.2 **Agreement.** "Agreement" means this Class Action and PAGA Agreement and Release, including all Exhibits referred to herein and attached hereto.

2.3 **Allocations.** "Allocations" means the amounts to be paid from the Net Settlement Sum to the Settlement Class Members and from the PAGA Fund to the PAGA Group Members, as provided in Section 4.5 of this Agreement.

2.4 **Barajas.** "Barajas" means Plaintiff Alejandra Barajas.

2.5 **Class Counsel.** "Class Counsel" means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

2.6 **Class Information List.** "Class Information List" means the information regarding Class Members, based on Employment Solutions' data, that Defendants will provide to the Settlement Administrator, pursuant to Section 4.2.1 of this Agreement.

1 2.7 **Class Members or Class.** “Class Members” or “Class” means all hourly-paid,
2 non-exempt individuals employed by Employment Solutions in California who provided labor
3 services to Relish Labs at any time during the Class Period.

4 2.8 **Class Notice.** “Class Notice” means the Notice of Settlement of Class Action to
5 be mailed to Class Members in English and Spanish. The Class Notice shall be substantially in
6 the form of **Exhibit A** hereto.

7 2.9 **Class Period.** “Class Period” means from February 17, 2018 to and including
8 March 31, 2022.

9 2.10 **Class Settlement.** “Class Settlement” means the settlement and resolution of all
10 Released Class Claims, as defined in Section 2.44, below.

11 2.11 **Class Settlement Award.** “Class Settlement Award” means the amount that the
12 Settlement Administrator determines is owed to a Settlement Class Member pursuant to the Plan
13 of Allocation described in Section 4.5, below.

14 2.12 **Class Work Weeks.** “Class Work Weeks” means the number of weeks during the
15 Class Period that a Class Member was employed by Employment Solutions in California as an
16 hourly-paid, non-exempt employee and provided labor services to Relish Labs. Class Work
17 Weeks shall be included in the Class Information List and calculated by Employment Solutions,
18 subject to Relish Labs’ review and approval, by counting every week during the Class Period that
19 a Class Member was included in Employment Solutions’ pay data limited to Employment
20 Solutions’ hourly-paid, non-exempt employees in California who provided labor services to
21 Relish Labs. Defendants shall provide Plaintiffs a sworn declaration attesting to the total number
22 of Class Work Weeks worked by Class Members in the aggregate during the Class Period and the
23 method by which the number of Class Work Weeks were calculated based on Employment
24 Solutions’ pay data. Plaintiffs may file the declaration in support of Plaintiffs’ Motion for Final
25 Approval. Settlement Class Members may dispute the number of Class Work Weeks they worked
26 during the Class Period by completing and returning the Notice of Eligible Work Weeks (Form A)
27 included with the Class Notice, which shall be substantially in the form of **Exhibit B** hereto.
28

1 2.13 **Counsel for Defendants.** “Counsel for Defendants” means Davis Wright
2 Tremaine LLP for Relish Labs and Wilson Turner Kosmo LLP for Employment Solutions.

3 2.14 **Court.** “Court” means the Superior Court of the State of California, County of
4 San Bernardino.

5 2.15 **Cruz.** “Cruz” means Plaintiff Mara Jazmin Gomez Cruz.

6 2.16 **Defendants.** “Defendants” means Defendants Employment Solutions and Relish
7 Labs (they are referred to individually as a “Defendant” and collectively as “Defendants”).

8 2.17 **Effective Date.** “Effective Date” means either (a) the date sixty (60) days after the
9 entry of the Final Approval Order and Judgment, if the LWDA has raised no objections to the
10 PAGA Settlement and if no motions for reconsideration and no appeals or other efforts to obtain
11 review have been filed, or (b) in the event that the LWDA objects to the PAGA Settlement or a
12 motion for reconsideration, an appeal, or other effort to obtain review of the Final Approval Order
13 and Judgment have been filed, the date sixty (60) days after such objection, reconsideration,
14 appeal, or review has been finally concluded and is no longer subject to review, whether by
15 appeal, petition for rehearing, petition for review or otherwise.

16 2.18 **Employment Solutions.** “Employment Solutions” means Defendant Employment
17 Solutions, Inc.

18 2.19 **Fee and Expense Award.** “Fee and Expense Award” means such award of
19 attorneys’ fees and costs/expenses as the Court may authorize to be paid to Class Counsel for the
20 services they have rendered in the Action as contemplated in Section 3.4 of this Agreement.

21 2.20 **Final Approval Hearing.** “Final Approval Hearing” means the hearing at or after
22 which the Court will make a final decision on whether to grant Final Approval of the Settlement
23 as fair, reasonable and adequate, implement the terms of this Agreement, and enter Judgment.
24 The Final Approval Hearing shall be scheduled for a date approximately ninety (90) days after the
25 Preliminary Approval Date.

26 2.21 **Final Approval or Judgment.** “Final Approval” or “Judgment” means the Final
27 Approval Order and Judgment finally certifying the Settlement Class and approving the
28 Settlement and this Agreement, as contemplated in Section 4.7 of this Agreement.

1 **2.22 Gross Settlement Amount.** “Gross Settlement Amount” means the maximum
2 total amount that Defendants shall be required to pay collectively, exclusive of Employment
3 Solutions’ share of Withholdings and Taxes (as defined herein), for any and all purposes under
4 this Agreement. The Gross Settlement Amount shall be Five Hundred Sixty-Nine Thousand
5 Dollars and No Cents (\$569,000.00), except to the extent the escalator clause provided in
6 Section 6.5 of this Agreement is triggered, in which case the Gross Settlement Amount shall be
7 increased pursuant to and only to the extent provided in Section 6.5. The following shall be paid
8 from the Gross Settlement Amount pursuant to the Plan of Allocation set forth in Section 4.5,
9 below: (a) Class Settlement Awards, (b) PAGA Settlement Amount, (c) Fee and Expense Award,
10 (d) Service Payments, and (e) Settlement Administration Costs. Under no circumstances shall
11 Defendants pay any sum in excess of the Gross Settlement Amount in connection with the
12 Settlement, except for Employment Solutions’ share of Withholdings and Taxes arising from the
13 Class Settlement Awards.

14 **2.23 LWDA.** “LWDA” means the California Labor and Workforce Development
15 Agency.

16 **2.24 Lozano.** “Lozano” means Plaintiff Miriam Lozano.

17 **2.25 Maldonado.** “Maldonado” means Plaintiff Edgar Misael Maldonado.

18 **2.26 Net Settlement Sum.** “Net Settlement Sum” means the Gross Settlement Amount
19 less the following: (a) the Fee and Expense Award, (b) the PAGA Settlement Amount, (c) the
20 Service Payments, and (d) the Settlement Administration Costs.

21 **2.27 Notice Packet.** “Notice Packet” means the Class Notice, the Notice of Eligible
22 Work Weeks (Form A), and the Request for Exclusion (Form B), all of which will be mailed to
23 Class Members at the same time.

24 **2.28 Notice of Eligible Work Weeks.** “Notice of Eligible Work Weeks” means the
25 form (Form A) to be included with the Class Notice in English and Spanish, substantially in the
26 form of **Exhibit B** hereto, wherein each Class Member is notified of the Class Work Weeks
27 attributed to him or her, and each Settlement Class Member will have the opportunity to dispute
28 the number of Class Work Weeks attributed to him or her.

1 **2.29 Notice Response Deadline.** “Notice Response Deadline” is forty-five (45)
2 calendar days from the date of initial mailing of the Notice Packet, or such other date set by the
3 Court in the Preliminary Approval Order, and is the date by which any and all Requests for
4 Exclusion, Objections, and disputed Notices of Eligible Work Weeks must be submitted in order
5 to be deemed timely. In the event that a Notice Packet is re-mailed to a Class Member, the Notice
6 Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from
7 the date of the original Notice Response Deadline.

8 **2.30 Objection.** “Objection” means a written statement submitted to the Settlement
9 Administrator by a Settlement Class Member objecting to the Settlement. An Objection must be
10 submitted in the manner and form described in Section 4.4, below.

11 **2.31 PAGA Fund.** “PAGA Fund” means 25% of the PAGA Settlement Amount,
12 which is the portion to be paid to PAGA Group Members.

13 **2.32 PAGA Group Members.** “PAGA Group Members” or “PAGA Group” means all
14 hourly-paid, non-exempt individuals employed by Employment Solutions in California who
15 provided labor services to Relish Labs during the PAGA Period.

16 **2.33 PAGA Period.** “PAGA Period” means from December 5, 2021 to and including
17 March 31, 2022.

18 **2.34 PAGA Notices.** “PAGA Notices” means, collectively, the notice filed by Barajas
19 and Cruz with the LWDA regarding Defendants on or about February 16, 2022; the notice filed
20 by Lozano with the LWDA regarding Defendants on or about August 23, 2022; and the notice
21 filed by Cruz (named in the letter as “Mara Gomez”) and Maldonado with the LWDA regarding
22 Defendants on or about September 30, 2022.

23 **2.35 PAGA Settlement.** “PAGA Settlement” means the settlement and resolution of
24 the PAGA claims alleged in the Action.

25 **2.36 PAGA Settlement Amount.** “PAGA Settlement Amount” means Thirty
26 Thousand Dollars and No Cents (\$30,000.00) or such other amount approved by the Court, 75%
27 of which is to be paid to the LWDA and 25% of which is to form the PAGA Fund to be paid to
28

1 | PAGA Group Members as described in Section 4.5, below. The PAGA Settlement Amount is to
2 | be paid for resolution of the PAGA claims alleged in the Action.

3 | **2.37 PAGA Settlement Award.** “PAGA Settlement Award” means the amount that
4 | the Settlement Administrator determines is owed to a PAGA Group Member pursuant to the Plan
5 | of Allocation described in Section 4.5, below.

6 | **2.38 PAGA Work Weeks.** “PAGA Work Weeks” means the number of weeks during
7 | the PAGA Period that a PAGA Group Member was employed by Employment Solutions in
8 | California as an hourly-paid, non-exempt employee and provided labor services to Relish Labs.
9 | PAGA Work Weeks shall be included in the Class Information List and calculated by Defendants
10 | by counting every week during the PAGA Period that a PAGA Group Member was included in
11 | Employment Solutions’ pay data limited to Employment Solutions’ hourly-paid, non-exempt
12 | employees in California who provided labor services to Relish Labs. Defendants shall provide a
13 | sworn declaration to Plaintiffs attesting to the total number of PAGA Work Weeks worked by
14 | PAGA Group Members in the aggregate during the PAGA Period and the method by which the
15 | number of PAGA Work Weeks were calculated based on Employment Solutions’ pay data.
16 | Plaintiffs may file the declaration in support of Plaintiffs’ Motion for Final Approval.

17 | **2.39 Parties.** “Parties” means Plaintiffs Barajas, Cruz, Lozano, and Maldonado and
18 | Defendants Employment Solutions, Inc. and Relish Labs LLC (they are referred to individually as
19 | a “Party” and collectively as the “Parties”).

20 | **2.40 Plaintiffs.** “Plaintiffs” means Barajas, Cruz, Lozano, and Maldonado (they are
21 | referred to individually as a “Plaintiff” and collectively as “Plaintiffs”).

22 | **2.41 Plan of Allocation.** “Plan of Allocation” means the manner in which the Net
23 | Settlement Sum shall be allocated to Settlement Class Members and the PAGA Fund shall be
24 | allocated to PAGA Group Members, as specified in Section 4.5, below.

25 | **2.42 Preliminary Approval or Preliminary Approval Order.** “Preliminary
26 | Approval” or “Preliminary Approval Order” means the order preliminarily approving the
27 | Settlement, which shall, among other things, provisionally certify the Settlement Class for
28 | purposes of the Settlement only; determine that Plaintiffs adequately represent the Settlement

1 Class and shall be its class representatives; appoint Class Counsel as counsel for the Settlement
2 Class; approve Phoenix Class Action Administration Solutions as the Settlement Administrator;
3 approve the content and distribution of the Class Notice, Notice of Eligible Work Weeks form
4 (Form A), and Request for Exclusion form (Form B) to the Class Members; set the Notice
5 Response Deadline; and set the date for the Final Approval Hearing, all as contemplated in
6 Section 4.1 of this Agreement.

7 **2.43 Preliminary Approval Date.** “Preliminary Approval Date” means the date upon
8 which the Court enters the Preliminary Approval Order.

9 **2.44 Released Class Claims.** “Released Class Claims” means all claims, debts,
10 liabilities, demands, obligations, damages, and actions or causes of action of any kind, for the
11 duration of the Class Period, that were alleged in the Second Amended Complaint or that could
12 have been alleged against any of the Released Parties based on the facts asserted in the Second
13 Amended Complaint, including (without limitation) claims under Labor Code sections 200, 201,
14 201.3, 202, 203, 204, 204b, 204.1, 205, 205.5, 210, 218.6, 226, 226.3, 226.7, 232.5, 246 et seq.,
15 432, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 2698
16 et seq., 2802, 2810.3, and 2810.5; the applicable IWC Wage Orders; Code of Civil Procedure
17 sections 392 et seq., 410.10, 1021.5, and 1032; Civil Code section 3287; and Business and
18 Professions Code section 17200 et seq. The Released Class Claims include a claim based on the
19 alleged failure of Employment Solutions to include its address on the wage statements provided to
20 Class Members. Expressly excluded from the Released Class Claims are claims for wages in
21 Workers’ Compensation and Unemployment Insurance benefits cases, and claims for benefits
22 under the Employee Retirement Income Security Act of 1974.

23 **2.45 Released PAGA Claims.** “Released PAGA Claims” means all claims for civil
24 penalties under PAGA for the duration of the PAGA Period that were alleged in the Second
25 Amended Complaint or any of the PAGA Notices, or that could have been alleged based on the
26 facts asserted in the Second Amended Complaint or any of the PAGA Notices, against any of the
27 Released Parties, including (without limitation) for alleged violations of Labor Code sections 96,
28 98.6, 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 205, 205.5, 210, 218.6, 221, 223, 226, 226.3,

226.7, 227.3, 232, 232.5, 246 et seq., 432, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 2698 et seq., 2802, 2810.3, and 2810.5; the applicable IWC Wage Orders; California Code of Regulations, title 8, section 3395; Code of Civil Procedure sections 392 et seq., 410.10, 1021.5, and 1032; Civil Code section 3287; and Business and Professions Code sections 16600, 16700, and 17200 et seq. The Released PAGA Claims include a claim under PAGA based on the alleged failure of Employment Solutions to include its address on the wage statements provided to PAGA Group Members.

2.46 Released Parties. “Released Parties” means Employment Solutions, Inc. and Relish Labs LLC; each and all of their respective present, former, or future, direct or indirect parent companies (including without limitation Relish Labs LLC’s parent The Kroger Co.), subsidiaries, affiliates, divisions, corporations in common control, owners, divisions, concepts, co-employers, members, predecessors, successors, assigns, officers, directors, employees, contractors, partners (both general and limited), shareholders, agents, attorneys, representatives, benefit plans, insurers, and re-insurers; each and all of the present, former, or future, direct or indirect owners, members, predecessors, successors, assigns, officers, directors, employees, contractors, partners (both general and limited), shareholders, agents, attorneys, representatives, benefit plans, insurers, and re-insurers of such parent companies, subsidiaries, affiliates, divisions, corporations in common control, divisions, concepts, and co-employers; and any and all persons or entities acting by, through, under, or in concert with any of them.

2.47 Relish Labs. “Relish Labs” means Defendant Relish Labs LLC.

2.48 Request for Exclusion. “Request for Exclusion” means a written request made by a Class Member to the Settlement Administrator seeking to be excluded from the Class Settlement. The Notice Packet will include a Request for Exclusion Form (Form B) that shall be substantially in the form of **Exhibit C** hereto.

2.49 Second Amended Complaint. “Second Amended Complaint” means the operative second amended class action complaint filed in the Action on May 9, 2023.

2.50 Service Payment. “Service Payment” means the payment authorized by the Court to each Plaintiff, if any, as contemplated in Section 3.6 of this Agreement.

1 2.51 **Settlement.** “Settlement” means this Agreement and all actions taken pursuant to
2 and in furtherance of this Agreement.

3 2.52 **Settlement Administration Costs.** “Settlement Administration Costs” means the
4 amounts approved by the Court to be paid for the services of the Settlement Administrator to
5 perform the duties of settlement administrator, as specified in Section 4.2.2, below. It is estimated
6 that the Settlement Administration Costs will not exceed \$31,500.00.

7 2.53 **Settlement Administrator.** “Settlement Administrator” means Phoenix Class
8 Action Administration Solutions, or such other administrator as may be approved by the Court
9 which shall be responsible for administering the Settlement pursuant to the terms of the
10 Agreement, the Class Notice, the Preliminary Approval Order, and the Final Approval Order and
11 Judgment. The Settlement Administrator shall agree to confidentiality terms as may be required
12 by Defendants regarding the data provided to the Settlement Administrator and shall work with
13 Class Counsel and Counsel for Defendants to implement and administer appropriate fraud-
14 prevention policies. The Settlement Administration Costs shall be paid out of the Settlement
15 Fund Amount, subject to Court approval.

16 2.54 **Settlement Class.** “Settlement Class” means Plaintiffs and all Settlement Class
17 Members.

18 2.55 **Settlement Class Member.** “Settlement Class Member” means each Class
19 Member who does not submit a valid and timely Request for Exclusion.

20 2.56 **Settlement Fund.** “Settlement Fund” means the fund established and
21 administered by the Settlement Administrator for the purpose of receiving and disbursing amounts
22 to be paid to Settlement Class Members, PAGA Group Members, the LWDA, Plaintiffs, Class
23 Counsel, and the Settlement Administrator pursuant to this Agreement. The Settlement Fund
24 shall be funded by Defendants following the Effective Date in accordance with Section 4.9.1,
25 below.

26 2.57 **Settlement Fund Amount.** “Settlement Fund Amount” means the total amount
27 that Defendants collectively shall remit to the Settlement Administrator in accordance with
28 Section 4.9.1, below, which shall consist of the following amounts, the aggregate of which shall

not exceed the Gross Settlement Amount: (a) the Net Settlement Amount, (b) the Fee and Expense Award, (c) the PAGA Settlement Amount, (d) the Service Payments, and (e) the Settlement Administration Costs.

2.58 Withholdings and Taxes. “Withholdings and Taxes” means all withholdings from the Class Settlement Awards required by law plus all federal, state, and local employment payroll taxes due in regard to the wages portion of Class Settlement Awards, owed by a Settlement Class Member or by Employment Solutions. Defendants shall provide the Settlement Administrator with an amount sufficient to cover Employment Solutions’ share of Withholdings and Taxes arising from the Class Settlement Awards, as computed by the Settlement Administrator in accordance with Section 4.6, below.

3. SETTLEMENT TERMS

3.1 Certification of the Settlement Class. For purposes of settlement and the proceedings contemplated by this Agreement only, the Settlement Class shall be provisionally certified and consist of Plaintiffs and all Class Members.

3.2 Decertification of the Settlement Class if Settlement Not Approved. Defendants do not consent to certification of the Settlement Class or any settlement class for any purpose other than to effectuate the settlement of the Action. If, for any reason, the Settlement does not become final, any certification of the Settlement Class or any settlement class in the Action will be vacated and the Parties will be returned to their positions with respect to the Action as if this Agreement had not been entered into. In the event that Final Approval is not achieved: (a) any Court order preliminarily approving the certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the Settlement reflected in this Agreement, that Defendants did not oppose the certification of the Settlement Class under this Agreement, or that the Court preliminarily approved the certification of the Settlement Class, shall not be used or cited thereafter by any person or entity in any manner whatsoever, including without limitation in any contested proceeding relating to the certification of any class. In the event the Court declines to approve the terms and conditions of this Agreement without requiring the Parties to make

1 substantial and material modifications, Defendants and Plaintiffs each reserve the right to declare
2 this Agreement null and void, in its, his, or her sole discretion, within fourteen (14) days
3 thereafter; *provided, however*, that the Party exercising this right must do so in writing provided to
4 counsel for the non-exercising Parties, and the Party exercising the right shall be solely
5 responsible for the Settlement Administrator's expenses incurred through the date of that Party's
6 exercise, not to exceed the amount approved by the Court in the Preliminary Approval Order.

7 **3.3 Settlement Payment by Defendants.** In full settlement of the Released Class
8 Claims and Released PAGA Claims, as provided herein, and following the Effective Date,
9 Defendants shall deliver the Settlement Fund Amount to the Settlement Administrator for
10 establishment of the Settlement Fund, in accordance with Section 4.9.1, below. Concurrently
11 with the delivery of the Settlement Fund Amount, Defendants shall also deliver to the Settlement
12 Administrator an amount sufficient to cover Employment Solutions' share of the Withholdings
13 and Taxes, as calculated by the Settlement Administrator based on the wage portion of the Class
14 Settlement Awards.

15 **3.4 Attorneys' Fees and Expenses.** Defendants agree not to oppose Plaintiffs'
16 application for attorneys' fees in an amount up to 35% of the Gross Settlement Amount (i.e., the
17 amount up to One Hundred Ninety-Nine Thousand One Hundred Fifty Dollars and No Cents,
18 \$199,150.00, if the Gross Settlement Amount remains at \$569,000) and reimbursement of
19 litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and No
20 Cents (\$25,000.00), subject to the Court's approval. Plaintiffs agree not to petition the Court for
21 an award of attorneys' fees or reimbursement of litigation costs and expenses in excess of these
22 amounts, and in no event shall Defendants be liable for any attorneys' fees or costs in excess of
23 these amounts. The Fee and Expense Award shall represent payment for all claims for Class
24 Counsel's attorneys' fees and litigation costs and expenses, past and future, incurred in the
25 Action. The Fee and Expense Award shall be paid from the Settlement Fund Amount, and
26 Defendants shall not otherwise be required to pay for any portion of Plaintiffs' or the Class
27 Members' attorneys' fees, costs, or expenses. The Fee and Expense Award shall be paid to Class
28 Counsel following the Effective Date, in accordance with Section 4.9.2, below. An award by the

1 Court of attorneys' fees or costs that is less than the amounts applied for will not be grounds for
2 Plaintiffs or Class Counsel to challenge or withdraw from the Settlement, and any amounts not
3 awarded in costs or fees will be included in the Net Settlement Sum.

4 **3.5 PAGA Settlement Amount.** Plaintiffs shall seek approval from the Court for a
5 total payment of \$30,000 for resolution of the PAGA claims alleged in the Action. 75% of the
6 PAGA Settlement Amount (equating to \$22,500) shall be paid to the LWDA, and 25% of the
7 PAGA Settlement Amount (equating to \$7,500) shall form the PAGA Fund to be paid to PAGA
8 Group Members in accordance with the Plan of Allocation set forth in Section 4.5, below.

9 **3.6 Service Payments.** Defendants agree not to oppose Plaintiffs' application for
10 Service Payments of up to Seven Thousand Five Hundred Dollars and No Cents (\$7,500) for each
11 Plaintiff (for a total of \$30,000), which shall be compensation for Plaintiffs' efforts as class and
12 PAGA representatives in furtherance of litigating and resolving the Action, and in consideration
13 of Plaintiffs' general release of claims set forth in Section 5.6, below. Each Service Payment shall
14 be reported by the Settlement Administrator on IRS Form 1099-MISC as non-wage income and
15 provided by it to the Plaintiff receiving the Service Payment as well as applicable governmental
16 authorities. The Service Payments are separate from and in addition to any Class Settlement
17 Awards and PAGA Settlement Awards to be paid to Plaintiffs as Settlement Class Members and
18 PAGA Group Members hereunder.

19 **3.7 Interim Stay of Proceedings.** The Parties agree to the entry of a formal stay of all
20 proceedings in the Action, including with respect to Code of Civil Procedure section 583.310,
21 except such proceedings as may be necessary to implement and complete the Settlement, pending
22 the Final Approval Hearing to be conducted by the Court.

23 **4. CLASS SETTLEMENT PROCEDURES**

24 **4.1 Preliminary Approval.** As soon as practicable, Plaintiffs shall move for
25 Preliminary Approval of the Settlement. Plaintiffs' motion shall request the Court to:

26 4.1.1 Preliminarily approve this Agreement as fair, reasonable, and adequate;

27 4.1.2 Preliminarily approve the form, manner and content of the Class Notice
28 described in Section 4.2 and attached as **Exhibit A**, the form, manner and content of the Notice of

1 Eligible Work Weeks (Form A) described in Section 2.28 and attached as **Exhibit B**, and the
2 form, manner and content of the Request for Exclusion Form (Form B) described in Section 2.48
3 and attached as **Exhibit C**;

4 4.1.3 Set deadlines for the Settlement Administrator to mail the Class Notice, and
5 for Class Members to opt out of the Class Settlement or object to the Class Settlement;

6 4.1.4 Set the date and time for the Final Approval Hearing;

7 4.1.5 Provisionally certify the Class for settlement purposes only;

8 4.1.6 Stay all proceedings in the Action until Final Approval;

9 4.1.7 Appoint Plaintiffs as class representatives for settlement purposes only;

10 4.1.8 Appoint Class Counsel as class counsel for settlement purposes only; and

11 4.1.9 Approve Phoenix Class Action Administration Solutions as the Settlement
12 Administrator.

13 The Preliminary Approval Order shall be substantially the same as the proposed order
14 attached as **Exhibit E**. Class Counsel shall draft the preliminary approval papers and give
15 Counsel for Defendants a draft of the papers to review at least three (3) court days before they are
16 filed.

17 4.2 **Class Notice.** Subject to Court approval, the Parties agree that as soon as
18 practicable after entry of the Preliminary Approval Order, the Settlement Administrator shall
19 provide notice to the Settlement Class pursuant to the following procedures:

20 4.2.1 **Information Regarding Class Members.** Within fifteen (15) business
21 days following entry of the Preliminary Approval Order, Defendants will provide the Settlement
22 Administrator the following information, based on Employment Solutions' data, with respect to
23 each Class Member: (i) last known full name, (ii) last known mailing address, (iii) last known
24 telephone number, (iv) Social Security number, (v) individual number of Class Work Weeks
25 during the Class Period, and (vi) individual number of PAGA Work Weeks during the PAGA
26 Period (if applicable) (together, this information is the "Class Information List"). The Class
27 Information List, along with any updated contact information identified by the Settlement
28 Administrator as set forth in Sections 4.2.2 and 4.2.3, below, shall be used solely to administer the

1 Class Notice and Plan of Allocation process described herein, shall remain confidential, and shall
2 not be disclosed to anyone, except pursuant to the express written authorization of Defendants or
3 the individual in question, by order of the Court, or to the extent necessary to fulfill the Settlement
4 Administrator's reporting obligations hereunder. Nevertheless, the Settlement Administrator may
5 share with Class Counsel redacted information (i.e., redacting Social Security numbers and
6 mailing addresses) regarding submissions or requests by Class Members, PAGA Group Members,
7 or those claiming to be Class Members and PAGA Group Members. On the date that Defendants
8 provide the Settlement Administrator with the Class Information List, Counsel for Defendants
9 shall also deliver to Class Counsel a sworn declaration attesting to the total number of Class Work
10 Weeks worked by Class Members in the aggregate during the Class Period, the total number of
11 PAGA Work Weeks worked by PAGA Group Members in the aggregate during the PAGA
12 Period, and the method by which Class Work Weeks and PAGA Work Weeks were calculated
13 based on Employment Solutions' pay data. Plaintiffs may file the declaration in support of
14 Plaintiffs' Motion for Final Approval.

15 **4.2.2 Settlement Administrator's Duties.** The Settlement Administrator's
16 duties shall include, without limitation: (i) preparing, translating, printing and mailing to the Class
17 Members the Notice Packet (containing the Class Notice, the Notice of Eligible Work Weeks
18 form (Form A), and the Request for Exclusion form (Form B)) as directed by the Court; (ii) taking
19 all steps reasonably necessary to ensure Class Members timely receive the Notice Packet; (iii)
20 resolving any disputes by Settlement Class Members about the number of Class Work Weeks
21 attributed to them; (iv) taking receipt of and safeguarding the Settlement Fund Amount; (v)
22 calculating and distributing Class Settlement Awards, PAGA Settlement Awards, the portion of
23 the PAGA Settlement Amount payable to the LWDA, the Service Payments, the Fee and Expense
24 Award, and the Settlement Administration Costs, provided such amounts are approved by the
25 Court; (vi) calculating and remitting all Withholdings and Taxes; (vii) issuing IRS Forms W-2
26 and 1099-MISC, as applicable; and (viii) filing such other reports with the taxing authorities as
27 required by law, together with such other tasks as the Parties may mutually agree or the Court
28 may order the Settlement Administrator to perform. The Settlement Administrator shall take all

1 reasonable steps to ensure that (a) the highest percentage of Class Members receive the Notice
2 Packet and (b) it has the most current and accurate addresses for Class Members, including, but
3 not limited, to performing an initial National Change of Address database search on all Class
4 Members. The Settlement Administrator shall also provide toll-free telephone support to Class
5 Members and make a copy of this Agreement, the Preliminary Approval Order, and the Final
6 Approval Order and Judgment available on a portion of its website; maintain appropriate
7 databases to fulfill its duties; receive, control, and account for all returned Notice Packets and
8 submissions received for Notices of Eligible Work Weeks containing disputes, Requests for
9 Exclusion, and Objections; calculate the Settlement Class Members' and PAGA Group Members'
10 payments; and prepare and deliver reports to Class Counsel and Counsel for Defendants on a
11 weekly basis that communicate the status of the notice process, including the number of Notice
12 Packets mailed, returned, searched, and re-mailed as well as any and all disputed Notices of
13 Eligible Work Weeks, Requests for Exclusion, and Objections that it has received. In addition to
14 the duties identified above, the Settlement Administrator shall prepare final declarations, reports,
15 and invoices that accurately describe the notice process, the level of participation, and actions
16 taken to ensure the best possible notice of the Settlement was provided to Class Members. Prior
17 to the Final Approval Hearing, the Settlement Administrator shall provide Class Counsel with a
18 declaration that attaches all Requests for Exclusion and Objections that it receives, as one or more
19 exhibits, for filing with the Court.

20 **4.2.3 Mailing of Notice Packet to Class Members.** No later than ten (10)
21 business days following receipt of the Class Information List, the Settlement Administrator shall
22 mail the Notice Packet to all Class Members in English and Spanish. The Settlement
23 Administrator shall send a copy of the Class Notice, the Notice of Eligible Work Weeks form
24 (Form A), and the Request for Exclusion form (Form B) in the respective formats approved by the
25 Court in its Preliminary Approval Order to Class Members, via first-class U.S. mail, using the
26 most current mailing address. Any Notice Packets returned to the Settlement Administrator
27 within thirty (30) calendar days of the initial mailing of the Notice Packet, with a forwarding
28 address, shall be immediately re-mailed by the Settlement Administrator. The Settlement

1 Administrator shall conduct one skip trace address search for any Class Member's Notice Packet
2 that is returned to the Settlement Administrator within thirty (30) calendar days of the initial
3 mailing of the Notice Packet without a forwarding address and shall, upon obtaining a new or
4 different address, immediately re-mail the Class Member's Notice Packet. Plaintiffs, Defendants,
5 and their respective counsel each agree that, other than as provided in this Agreement, they will
6 not distribute or make available any documents, notices, or information regarding this Action or
7 the Settlement to any Class Member, unless a specific request is first made by the Class Member.

8 **4.3 Requests for Exclusion/Opt Outs.** Class Members who wish to be excluded from
9 or opt out of the Class Settlement must submit a written, signed Request for Exclusion to the
10 Settlement Administrator, on or prior to the Notice Response Deadline.

11 **4.3.1 Contents of Request.** The Request for Exclusion must contain (i) a
12 reference to the name and case number of the Action (*Alejandra Barajas and Mara Jazmin*
13 *Gomez Cruz v. Employment Solutions, Inc. and Relish Labs LLC, d/b/a Home Chef*, Case
14 No. CIV SB 2215658); (ii) the full name, signature, address, telephone number, and last four
15 digits of the Social Security number of the person requesting to be excluded from the Class
16 Settlement; (iii) the words "Request for Exclusion" at the top of the document; and (iv) the
17 statement: "I wish to be excluded from the Settlement of this case."

18 **4.3.2 Request for Exclusion Form.** The Notice Packet will include a Request
19 for Exclusion Form (Form B) that shall be substantially in the form of **Exhibit C**, attached hereto.

20 **4.3.3 Personal Signatures.** The Request for Exclusion must be personally
21 signed by the Class Member who seeks to opt out of the Class Settlement. No Class Member may
22 opt out by having a request to opt out submitted by an actual or purported attorney or agent acting
23 on behalf of the Class Member. No opt out request may be made on behalf of a group of Class
24 Members.

25 **4.3.4 Timeliness.** For purposes of determining timeliness, Requests for
26 Exclusion shall be deemed to have been submitted on the date postmarked by the U.S. Postal
27 Service or other delivery service. The Settlement Administrator shall stamp the date received on
28 the original of any Request for Exclusion it receives. Not later than fifteen (15) days after the

1 Notice Response Deadline set by the Court, the Settlement Administrator will inform Class
2 Counsel and Counsel for Defendants of the total number of Settlement Class Members who
3 timely submitted valid Requests for Exclusion. Not later than ten (10) business days before the
4 date set for the Final Approval Hearing, the Settlement Administrator shall serve copies of all
5 date-stamped Requests for Exclusion on Class Counsel and Counsel for Defendants as well as a
6 declaration describing the Class Notice procedures and listing the names of the individuals who
7 submitted valid and timely Requests for Exclusion. The Settlement Administrator shall retain the
8 originals of all Requests for Exclusion in its files. Counsel for the Parties shall not use or disclose
9 the information thus received for any purpose other than the effectuation of the Settlement.

10 **4.3.5 Non-Opt Outs Bound to Class Settlement.** Each Class Member who
11 does not submit a Request for Exclusion substantially in compliance with this Section 4.3 on or
12 prior to the deadline set by the Court is a Settlement Class Member and shall be bound by the
13 Class Settlement and any Court order approving the terms of the Class Settlement.

14 **4.3.6 Resolution of Disputes.** In the event of any issue over the completeness,
15 accuracy, timeliness, or validity of a Request for Exclusion, the Parties shall meet and confer in
16 good faith for the purpose of resolving the issue and, if the issue cannot be resolved, shall submit
17 the dispute to the Settlement Administrator for a final and binding determination that shall not be
18 appealable.

19 **4.3.7 Defendants' Right to Rescind.** If more than ten percent (10%) of the
20 Class Members opt out of the Class Settlement, then each Defendant shall have the option, in its
21 sole discretion, to rescind this Agreement. If either Defendant exercises this option, both
22 Defendants' obligations under this Agreement shall cease to be of any force or effect, and this
23 Agreement shall be null and void. If a Defendant exercises this option, it shall provide Class
24 Counsel and counsel for the other Defendant with written notice of its election within thirty (30)
25 days of the Notice Response Deadline set by the Court, with a copy to the Settlement
26 Administrator, at which point the Parties shall return to their respective positions that existed
27 before the execution of this Agreement, and no term of this Agreement or any draft thereof, or the
28 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall

1 have any effect or be admissible as evidence for any purpose in the Action, or in any other
2 proceeding. If a Defendant exercises the option to rescind this Agreement pursuant to this Section,
3 it shall pay the Settlement Administrator's costs related to this Settlement.

4 **4.3.8 No Right to Exclusion by PAGA Group Members.** Because the
5 Settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as a proxy
6 and as a private attorney general of, and for, the State of California and the LWDA, the Parties
7 agree that no PAGA Group Member has the right to exclude himself or herself from the PAGA
8 Settlement. Each PAGA Group Member shall be bound by the terms of the PAGA Settlement,
9 upon its approval by the Court, regardless of whether he or she requested exclusion from the Class
10 Settlement, and thus is not a Settlement Class Member, and regardless of whether he or she cashes
11 the PAGA Settlement Award issued to him or her.

12 **4.4 Objections.** Only Settlement Class Members (i.e., those Class Members who have
13 not excluded themselves from the Class Settlement) may object to the Class Settlement. If a Class
14 Member submits both a valid Request for Exclusion and an Objection, the Class Member will be
15 excluded from the Class Settlement, and the Objection will not be considered.

16 **4.4.1 Manner of Objecting.** Settlement Class Members who wish to object to
17 the Class Settlement must submit to the Settlement Administrator a signed, written statement
18 objecting to the Settlement ("Objection"). An Objection must contain: (i) a reference to the name
19 and case number of the Action (*Alejandra Barajas and Mara Jazmin Gomez Cruz v. Employment*
20 *Solutions, Inc. and Relish Labs LLC, d/b/a Home Chef*, Case No. CIV SB 2215658); (ii) the full
21 name, signature, address, telephone number and last four digits of the Social Security number of
22 the objecting Settlement Class Member; (iii) a written statement of the grounds for objecting to
23 the Class Settlement along with any authority the Class Member intends to rely on in support of
24 his or her objection; and (iv) a written statement of whether the Settlement Class Member intends
25 to appear at the Final Approval Hearing and whether he or she is represented by counsel. Written
26 Objections must be submitted to the Settlement Administrator, by U.S. mail, postmarked no later
27 than the Notice Response Deadline. Settlement Class Members may, but are not required to,
28 appear at the Final Approval Hearing.

1 **4.4.2 No Right to Objection by PAGA Group Members.** Because the
2 Settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as a proxy
3 and as a private attorney general of, and for, the State of California and the LWDA, the Parties
4 agree that no PAGA Group Member has the right to object to the PAGA Settlement, regardless of
5 whether or not he or she has objected to the Class Settlement as a Settlement Class Member.

6 **4.5 Plan of Allocation: Calculation of All Settlement Awards.** The Settlement
7 Administrator shall be responsible for the Allocations of the Net Settlement Sum to Settlement
8 Class Members and of the PAGA Fund to PAGA Group Members and, thereby, for determining
9 the Class Settlement Awards and the PAGA Settlement Awards, all to be paid on a pro rata basis
10 as follows:

11 **4.5.1** Before computing the amounts of any Class Settlement Awards to be paid
12 to Settlement Class Members, the Settlement Administrator shall determine the amount of the Net
13 Settlement Sum.

14 **4.5.2** The Class Settlement Award for each Settlement Class Member shall be the
15 Settlement Class Member's pro-rata share of the Net Settlement Sum, calculated as follows: The
16 Settlement Administrator shall calculate the total number of Class Work Weeks worked by all
17 Settlement Class Members during the Class Period by adding together all the Class Work Weeks
18 provided in the Class Information List for each Settlement Class Member. The Settlement
19 Administrator shall then divide the Net Settlement Sum by the total Class Work Weeks for all
20 Settlement Class Members, resulting in a per Class Work Week value. The Settlement
21 Administrator shall then multiply the per Class Work Week value by the number of individual
22 Class Work Weeks worked by each Settlement Class Member to yield his or her Class Settlement
23 Award.

24 **4.5.3** The Settlement Administrator shall pay Class Settlement Awards from the
25 Net Settlement Sum and shall pay only those Class Settlement Awards payable to Settlement
26 Class Members. It is anticipated that the Settlement Class Members will be a subset of the Class
27 Members because some Class Members may opt out of the Class Settlement.
28

1 4.5.4 The PAGA Settlement Award for each PAGA Group Member shall be the
2 PAGA Group Member's pro-rata share of the PAGA Fund, calculated as follows: The Settlement
3 Administrator shall calculate the total number of PAGA Work Weeks worked by all PAGA
4 Group Members during the PAGA Period by adding together all the PAGA Work Weeks
5 provided in the Class Information List for each PAGA Group Member. The Settlement
6 Administrator shall then divide the PAGA Fund by the total PAGA Group Member Work Weeks,
7 resulting in a per PAGA Work Week value. The Settlement Administrator shall then take the per
8 PAGA Work Week value and multiply it by the individual number of PAGA Work Weeks
9 worked by each PAGA Group Member to yield his or her PAGA Settlement Award.

10 4.5.5 At its discretion, the Settlement Administrator may combine the Class
11 Settlement Award (if any) and PAGA Settlement Award (if any) to be issued to an individual who
12 is both a Settlement Class Member and PAGA Group Member, into a single check. At the time of
13 distributing a PAGA Settlement Award to anyone who is a PAGA Group Member but not a
14 Settlement Class Member, the Settlement Administrator shall enclose a cover letter in the form of
15 **Exhibit D** advising the recipient of the payment that the payment is in connection with the PAGA
16 Settlement memorialized in this Agreement. The Parties understand and acknowledge that a
17 given person may be both a Settlement Class Member and a PAGA Group Member, may be a
18 Settlement Class Member but not a PAGA Group Member (to the extent such person did not work
19 during the PAGA Period), or may be a PAGA Group Member but not a Settlement Class Member
20 (to the extent such person worked during the PAGA Period and opted out of the Class
21 Settlement). The Settlement Administrator shall deduct each Settlement Class Member's share of
22 the Withholdings and Taxes from his or her Class Settlement Award and shall pay him or her only
23 the net amount thereof.

24 4.5.6 In order to determine the individual Class Settlement Awards and PAGA
25 Settlement Awards, the Settlement Administrator shall use the information provided in the Class
26 Information List pursuant to Section 4.2.1, above. In the event that any dispute arises with respect
27 to a Settlement Award amount, the Settlement Administrator shall make the final determination
28 after consultation with Class Counsel and Counsel for Defendants.

1 **4.6 Taxes.**

2 **4.6.1 Withholdings and Taxes.** The Parties agree that, for purposes of the
3 Settlement, Class Settlement Awards shall be allocated 20% to wages subject to Withholdings and
4 Taxes and 80% to interest, penalties, and non-wage damages. The entirety of each PAGA
5 Settlement Award shall be allocated as penalties.

6 **4.6.2 Tax Reporting.** When reporting Class Settlement Awards and PAGA
7 Settlement Awards for tax purposes, the amount of each Class Settlement Award allocated to
8 wages under Section 4.6.1 shall be reported by the Settlement Administrator on IRS Form W-2 as
9 wages, and the remainder of any Class Settlement Award, together with any PAGA Settlement
10 Award, shall be reported by the Settlement Administrator on IRS Form 1099-MISC as interest,
11 penalties, and non-wage damages.

12 **4.6.3 Employees' Tax Obligations.** Each Settlement Class Member and PAGA
13 Group Member shall be responsible for paying his or her share of applicable federal, state, and
14 local income taxes on all amounts such person receives pursuant to this Agreement.

15 **4.6.4 Settlement Administrator Responsibilities Regarding Taxes.** It shall be
16 the responsibility of the Settlement Administrator or its designee to timely and properly withhold
17 all applicable Withholdings and Taxes from Class Settlement Award amounts and to prepare and
18 deliver the necessary tax documentation for signature by all necessary parties and, thereafter, to
19 pay Withholdings and Taxes to the appropriate authorities, and to file all necessary information
20 and other tax returns. Payments to Settlement Class Members, PAGA Group Members, Plaintiffs,
21 and Class Counsel pursuant to this Agreement shall be reported on IRS Forms W-2 or 1099-MISC
22 as applicable, and shall be provided to the respective Settlement Class Members, PAGA Group
23 Members, Plaintiffs, Class Counsel, and all applicable governmental entities as required by law.
24 All Withholdings and Taxes deposited with the applicable governmental entities in accordance
25 with this Agreement, other than Employment Solutions' share of Withholdings and Taxes arising
26 from the Class Settlement Awards, shall be part of, and paid out of, the Class Settlement Award to
27 each Settlement Class Member.
28

1 **4.6.5 Tax Expenses Resulting from Settlement Administration.** All
2 reasonable and direct expenses and costs incurred by or at the direction of the Settlement
3 Administrator in connection with the administration of the Settlement (including, without
4 limitation, expenses of tax attorneys and/or accountants incurred in providing advice to the
5 Settlement Administrator, and mailing and distribution costs and expenses relating to the filing, or
6 failure to file, the informational and other tax returns described above) shall be considered a cost
7 of administration of the Settlement and shall be part of the Settlement Administration Costs, to be
8 paid out of the Settlement Fund Amount.

9 **4.6.6 No Claims.** No person shall have any claim against Defendants, Counsel
10 for Defendants, Plaintiffs, the Class Members, Class Counsel, or the Settlement Administrator
11 based on mailings, distributions, and payments made in accordance with or pursuant to this
12 Agreement.

13 **4.7 Final Approval and Entry of Judgment.** Following the Notice Response
14 Deadline and before the Final Approval Hearing, on or before the date set by the Court, Plaintiffs
15 shall move for Final Approval of the Settlement. The Final Approval Order and Judgment shall
16 be substantially the same as the proposed order attached as **Exhibit F**. Class Counsel shall draft
17 the final approval papers and give Counsel for Defendants a draft of the papers to review at least
18 three (3) court days before they are filed.

19 **4.8 Calculation of Settlement Fund Amount.** Within fifteen (15) business days from
20 the date of Final Approval of the Settlement, the Settlement Administrator shall calculate and
21 advise Counsel for Defendants of the Settlement Fund Amount as set forth in Section 2.57 of this
22 Agreement, and the amount of Employment Solutions' share of Withholdings and Taxes as set
23 forth in Section 2.58 of this Agreement.

24 **4.9 Distribution of Settlement Payments to Settlement Class Members and PAGA**
25 **Group Members.** After the Effective Date, the Class Settlement Awards shall be distributed to
26 Settlement Class Members and PAGA Settlement Awards shall be distributed to PAGA Group
27 Members in accordance with the procedures set forth below:
28

1 **4.9.1 Remittance of Settlement Fund Amount.** Within fifteen (15) business
2 days from the Effective Date, Defendants will remit the Settlement Fund Amount to the
3 Settlement Administrator for the establishment of the Settlement Fund. At the same time,
4 Defendants will also remit Employment Solutions' share of Withholdings and Taxes arising from
5 the Class Settlement Awards.

6 **4.9.2 Delivery of Payments.** Within ten (10) business days from Defendants'
7 remittance to the Settlement Administrator of the Settlement Fund Amount, the Settlement
8 Administrator shall establish the Settlement Fund and distribute (a) the Class Settlement Award
9 checks to Settlement Class Members and the PAGA Settlement Award checks to PAGA Group
10 Members, (b) the portion of the PAGA Settlement Amount payable to the LWDA, (c) the Service
11 Payments to Plaintiffs, (d) the Withholdings and Taxes arising from the Class Settlement Awards
12 to the appropriate government entities, (d) the Fee and Expense Award to Class Counsel, and
13 (e) the Settlement Administration Costs to itself. Also within ten (10) business days from
14 Defendants' remittance of the Settlement Fund Amount and Employment Solutions' share of
15 Withholdings and Taxes arising from the Class Settlement Awards, the Settlement Administrator
16 shall provide Counsel for Defendants a written report listing each Settlement Class Member and
17 PAGA Group Member, the amount to be paid to each such person, and the amount of
18 Withholdings and Taxes for each such payment. No payments shall be made or distributed unless
19 and until the orders and the Final Approval Order and Judgment described in this Agreement are
20 final (meaning that the right to appeal or otherwise seek review of such orders or the Judgment
21 has expired) and on the condition that no appeals from the orders and the Final Approval Order
22 and Judgment have been filed. Additionally, by no later than the date set by the Court in its Final
23 Approval Order and Judgment, the Settlement Administrator shall file a report with the Court
24 setting forth (1) the total amount of money paid to the Settlement Class Members and PAGA
25 Group Members, (2) the portion of the PAGA Settlement Amount paid to the LWDA, (3) the
26 Service Payments paid to Plaintiffs, and (4) the Fee and Expense Award paid to Class Counsel.

27 **4.9.3 Negotiation of Settlement Checks.** Any checks tendered to Settlement
28 Class Members or PAGA Group Members shall remain valid and negotiable for one hundred

eighty (180) days from the date of their issuance and shall thereafter be automatically cancelled if not cashed, deposited, or otherwise negotiated by the Settlement Class Member or PAGA Group Member within that time, although the individual shall remain a Settlement Class Member and/or PAGA Group Member, as applicable, bound by the Judgment entered in the Action. After 180 days, any amounts from cancelled checks shall be transmitted to the California Controller's Office Unclaimed Property Division, with an identification of the person to whom the funds belong, in accordance with Code of Civil Procedure section 384, to be held in trust for those persons who did not timely cash their settlement checks. Any checks tendered to Settlement Class Members or PAGA Group Members that are returned as undeliverable will also be transmitted to the California Controller's Office Unclaimed Property Division with an identification of the person to whom the funds belong, in accordance with Code of Civil Procedure section 384, to be held in trust for those persons. The Parties agree that this disposition results in no "unpaid residue" under Code of Civil Procedure section 384, as the entire Net Settlement Fund will be paid out to Settlement Class Members or PAGA Group Members, whether or not they all cash their settlement checks. Therefore, Defendants will not be required to pay any interest on such amounts. Administration of the Settlement shall be completed no later than two hundred seventy (270) days from the Effective Date.

4.9.4 Discharge of Obligations. Defendants shall fully discharge their obligations to Plaintiffs, the Settlement Class Members, the PAGA Group Members, and the State of California through the remittance of the Settlement Fund Amount to the Settlement Administrator as set forth in Section 4.9.1, above, regardless of whether checks representing Class Settlement Awards and/or PAGA Settlement Awards are actually received and/or negotiated by the payee. Once Defendants have complied with this obligation set forth in Section 4.9.1, above, they will be deemed to have satisfied all terms and conditions under this Agreement, shall be entitled to all protections afforded to them under this Agreement, and shall have no further obligations under the terms of this Agreement, regardless of what occurs with respect to the further administration of the Settlement. Without prejudice to any other remedies, the Settlement Administrator shall hold Defendants harmless from and against all liabilities, claims, causes of

1 action, costs, and expenses (including legal fees and expenses) arising out of any failure to timely
2 or properly compensate Class Members and PAGA Group Members as provided for in this
3 Agreement.

4 **4.10 Questions and Disputes.** In the event that questions or disputes arise regarding
5 the entitlement of any Class Member or PAGA Group Member under this Agreement, counsel for
6 each Party shall cooperate to provide to counsel for the other Parties and the Settlement
7 Administrator all available information reasonably necessary to resolve them. Such information
8 shall be provided in either electronic form or hard copy, as the Settlement Administrator may
9 reasonably request. If the Parties cannot resolve any dispute concerning the entitlement of any
10 Class Member or PAGA Group Member under this Agreement, the dispute(s) shall be submitted
11 to the Settlement Administrator, who shall resolve the dispute(s) and whose decision shall be final
12 and binding. In such a dispute, the information provided in the Class Information List will be
13 presumed accurate.

14 **4.11 Notification and Certification by Settlement Administrator.** The Settlement
15 Administrator shall keep Counsel for Defendants and Class Counsel apprised of the status of the
16 settlement administration process and its distribution of all sums pursuant to this Agreement.
17 Upon completion of administration of the Settlement, the Settlement Administrator shall provide a
18 detailed, written certification of such completion to the Court and counsel for the Parties.

19 **4.12 Nullification of Settlement Agreement if Settlement Not Approved.** In the
20 event: (a) the Court does not preliminarily approve the Settlement as provided herein; (b) the
21 Court does not finally approve the Settlement as provided herein; (c) the Court does not enter the
22 Final Approval Order and Judgment as provided herein; or (d) the Settlement does not become
23 final for any other reason, including the exercise by either Defendant of the right to rescind the
24 Settlement under Section 4.3.7, above, this Agreement shall be null and void *ab initio* (with the
25 exception of this Section, Section 3.2, and Section 4.3.7) and any order or Final Approval Order
26 and Judgment entered by the Court in furtherance of the Settlement shall be treated as withdrawn
27 or vacated by stipulation of the Parties. In such case, the Parties shall be returned to their
28 respective statuses as of February 11, 2024. In the event an appeal is filed from the Final

1 Approval Order and Judgment, or any other appellate review is sought before the Effective Date,
2 administration of the Settlement shall be stayed pending final resolution of the appeal or other
3 appellate review.

4 **5. ENTRY OF JUDGMENT AND RELEASES**

5 **5.1 Obtaining Approval.** As soon as practicable after execution of this Agreement,
6 Class Counsel shall, with the cooperation of Counsel for Defendants as reasonably requested by
7 Class Counsel, take all necessary steps to secure Preliminary Approval and Final Approval of this
8 Agreement by the Court.

9 **5.2 Entry of Judgment.** The Final Approval Order and Judgment in the Action shall
10 include a provision for entry of judgment in accordance with this Agreement, with each Party to
11 bear all of his, her, or its own costs and attorneys' fees, except as expressly set forth herein.

12 **5.3 Notification to the LWDA.** Plaintiffs shall submit to the LWDA a copy of the
13 Judgment within ten (10) days after its entry, in accordance with Labor Code section 2699,
14 subdivision (1)(3).

15 **5.4 Settlement Class Release.** Upon the Effective Date, all Settlement Class
16 Members shall be deemed to have, and by operation of the Final Approval Order and Judgment
17 shall have, expressly released, waived, and relinquished the Released Class Claims. Settlement
18 Class Members shall not sue or otherwise make a claim against any of the Released Parties for
19 any of the Released Class Claims and shall be barred from filing any actions, claims, complaints,
20 or proceedings against any of the Released Parties relating to the Released Class Claims with any
21 court or agency (including without limitation the California Division of Labor Standards
22 Enforcement), or from initiating any other proceedings against any of the Released Parties for any
23 of the Released Class Claims. Settlement Class Members' release, waiver, and relinquishment of
24 the Released Class Claims shall preclude them from participating in any judgment or settlement
25 of any of the Released Class Claims in any other class, collective, or representative action.

26 **5.5 PAGA Group Release.** Upon the Effective Date, all PAGA Group Members and
27 the State of California shall be deemed to have, and by operation of the Final Approval Order and
28 Judgment shall have, expressed released, waived, and relinquished the Released PAGA Claims.

1 PAGA Group Members shall be barred from bringing, joining, or otherwise participating in a
2 PAGA representative action or otherwise making, joining, or otherwise participating in a claim
3 against any of the Released Parties for any of the Released PAGA Claims, and the State of
4 California shall also be barred from pursuing recovery of any civil penalties from any of the
5 Released Parties for any of the Released PAGA Claims.

6 **5.6 Plaintiffs' General Release.** Upon the Effective Date, Barajas, Cruz, Lozano, and
7 Maldonado, and each of his or her successors, assigns, heirs, personal representatives, and all
8 those who claim through him or her or who assert claims on his or her behalf, shall each be
9 deemed to have, and by operation of the Final Approval Order and Judgment shall have, expressly
10 released, waived, and relinquished any and all claims, demands, rights, liabilities, and causes of
11 action he or she has or has ever had against any of the Released Parties, whether for economic
12 damages, noneconomic damages, exemplary damages, penalties, restitution, injunctive or
13 declaratory relief, interest, attorneys' fees, costs, or any other forms of monetary or non-monetary
14 relief in any way arising out of or relating to any facts, transactions, events, policies, occurrences,
15 acts, disclosures, statements, omissions, or failures to act from the beginning of time to the date he
16 or she signs this Agreement, including but not limited to any claims arising from or related to his
17 or her employment by Employment Solutions, his or her labor services provided to Relish Labs,
18 or the termination of such employment and/or labor services. This general release by Barajas,
19 Cruz, Lozano, and Maldonado shall become effective upon the Effective Date and include all
20 statutory claims, common law claims (including but not limited to those sounding in contract, tort,
21 and equity), and claims for compensation to the fullest extent permitted by law. Barajas, Cruz,
22 Lozano, and Maldonado each further agree not to sue or otherwise make a claim against any of
23 the Released Parties for any of the claims that are released pursuant to this Section 5.6.

24 **5.7 Waiver of Civil Code Section 1542.** Barajas, Cruz, Lozano, and Maldonado each
25 acknowledge that the general release herein, pertaining to them individually, includes potential
26 claims and costs that may not be known or suspected by him or her to exist, and they each hereby
27 expressly and affirmatively waive and relinquish any and all rights and benefits which may
28 otherwise exist relating to the claims released in Section 5.6 pursuant to Civil Code section 1542,

1 and any similar law of any state or territory of the United States. Civil Code section 1542 states
2 as follows:

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

7 **6. ADDITIONAL PROVISIONS**

8 6.1 **No Admission of Liability.** Defendants contend that all of Employment
9 Solutions' employment practices complied with all applicable laws and regulations; that Relish
10 Labs did not employ any of the Plaintiffs, any Class Members, or any PAGA Group Members at
11 any time during their employment by Employment Solutions and that Relish Labs is not liable to
12 any of them for any reason; that Class Members and PAGA Group Members were properly
13 compensated for all wages, including (without limitation) all minimum wages and overtime
14 wages, were properly provided all meal periods to which they were entitled, were properly
15 authorized and permitted to take all rest periods to which they were entitled, were timely paid all
16 final wages, were timely paid all wages during employment, were furnished accurate itemized
17 wage statements, were reimbursed for any and all necessary business expenses, and were properly
18 paid at the correct rate for all sick time (which was accurately recorded); that Defendants kept and
19 keep any and all requisite payroll records; that the nature of the work of Class Members and
20 PAGA Group Members did not and does not reasonably permit the use of seats; that Defendants
21 did not and do not engage in unfair competition, business acts, or practices; and that Defendants'
22 conduct was not willful, knowing and intentional, or otherwise unlawful with respect to any of the
23 claims alleged in the Action. Defendants have denied and continue to deny each of the claims
24 alleged and the contentions made by Plaintiffs in the Action. Defendants deny any wrongdoing or
25 legal liability arising out of any of the facts or conduct alleged in the Action and believe they have
26 valid defenses to Plaintiffs' claims. This Agreement reflects the compromise and settlement of
27 disputed claims between the Parties, and its provisions and any and all drafts, communications or
28 discussions relating thereto do not constitute, are not intended to constitute, and will not under any

1 | circumstances be deemed to constitute an admission by Defendants as to the merits, validity, or
2 | accuracy of any of the allegations or claims in the Action, nor a waiver of any defense.

3 | **6.2 Sexual Harassment Claims.** Nothing in this Agreement is intended to prevent or
4 | restrict discussion or disclosure of factual information regarding sexual assault, sexual
5 | harassment, harassment, discrimination, unlawful acts in the workplace (e.g., harassment or
6 | discrimination or any other conduct for which there is reason to believe said conduct is unlawful),
7 | failure to prevent an act of workplace harassment or discrimination, and/or an act of retaliation
8 | against a person for reporting or opposing harassment or discrimination.

9 | **6.3 Parties Represented by Counsel.** The Parties hereby acknowledge that they have
10 | been represented in negotiations for and in the preparation of this Agreement by independent
11 | counsel of their own choosing, they have read this Agreement and have had it fully explained to
12 | them by such counsel, and they are fully aware of the contents of this Agreement and of its legal
13 | effect.

14 | **6.4 Voluntary Agreement.** This Agreement is executed voluntarily and without
15 | duress or undue influence on the part of or on behalf of any Party, or of any other person, firm or
16 | entity. Each Party has made such investigation of the facts pertaining to this Agreement and of all
17 | other matters pertaining hereto as he, she, or it deems necessary.

18 | **6.5 Escalator Clause.** It was estimated in connection with negotiation of the
19 | Settlement, based on data provided by Employment Solutions, that there are no more than 28,493
20 | Class Work Weeks. In the event the actual number of Class Work Weeks is more than 10%
21 | greater than the estimated number of Class Work Weeks (i.e., exceeds the estimate of 28,493 by
22 | more than 2,849 Class Work Weeks), then the Gross Settlement Amount will be increased
23 | proportionally by the same percentage points above 10% by which the actual number of Class
24 | Work Weeks is more than 10% greater than the estimate. For example, if the actual number of
25 | Class Work Weeks is 12% more than 28,493, or 31,912 Class Work Weeks in total, then the
26 | Gross Settlement Amount shall increase by 2% or \$11,380.00, for an increased Gross Settlement
27 | Amount of \$580,380.00.
28 |

1 6.6 **Notices.** The Parties, Class Counsel, and Counsel for Defendants acknowledge
2 and agree that for the purposes of any claims, actions, or proceedings arising out of this
3 Agreement, notice provided to Class Counsel shall be deemed notice to Plaintiffs and to Class
4 Members. All notices, requests, demands, and other communications required to be given to
5 counsel for the Parties under this Agreement shall be in writing and shall be delivered personally,
6 faxed, emailed or mailed, postage prepaid, by first class United States mail, addressed as follows:

7 To Class Members or to Plaintiffs:

8 David D. Bibiyan (david@tomorrowlaw.com)
9 Vedang J. Patel (vedang@tomorrowlaw.com)
10 BIBIYAN LAW GROUP, P.C.
11 1460 Westwood Boulevard
12 Los Angeles, California 90024
13 Telephone: 310.438.5555
14 Fax: 310.300.1705

15 To Defendant Employment Solutions

16 Michael R. Minguet (mminguet@wilsonturnerkosmo.com)
17 WILSON TURNER KOSMO LLP
18 402 West Broadway, Suite 1600
19 San Diego, California 92101
20 Telephone: 619.236.9600
21 Fax: 619.236.9669

22 To Defendant Relish Labs:

23 Tritia M. Murata (TritiaMurata@dwt.com)
24 David P. Zins (DavidZins@dwt.com)
25 Allyson Bach (AllysonBach@dwt.com)
26 DAVIS WRIGHT TREMAINE LLP
27 350 South Grand Avenue, Suite 2700
28 Los Angeles, California 90071-3491
 Telephone: 213.633.6800
 Fax: 213.633.6689

29 6.7 **No Press Releases/Public Comment.** Unless they first obtain Defendants'
30 express written consent, Class Counsel and Plaintiffs shall not (a) discuss, reveal, disclose,
31 publicize, or promote the terms of the Settlement, or the negotiations leading to the Settlement, to
32 any third party (including but not limited to the media, the legal community, or the public at
33 large), or (b) issue any press releases or initiate any contact with the media regarding the
34 Settlement, or otherwise advertise or publicize the Settlement. Nothing in this Agreement is

1 intended to prevent Plaintiffs or Class Counsel from disclosing or discussing the terms of the
2 Settlement (i) with the Court, (ii) with any Class Member or PAGA Group Member, (iii) with the
3 Settlement Administrator, (iv) with the LWDA in conformity with PAGA, or (v) as otherwise
4 required by law.

5 6.8 **Authorization.** The Parties hereto represent and warrant that each signatory
6 hereto has the full right and authority to enter into this Agreement and bind the Party on whose
7 behalf he, she or it has executed this Agreement.

8 6.9 **Agreement Binding on Successors in Interest.** This Agreement shall be binding
9 on and inure to the benefit of the respective successors, assigns, heirs, and personal
10 representatives of the Parties.

11 6.10 **Time Periods.** The time periods and dates set forth in this Agreement with respect
12 to the giving of notices and hearings are subject to approval and modification by the Court or the
13 written stipulation of counsel for the Parties.

14 6.11 **Mutual Full Cooperation.** The Parties agree to cooperate fully with each other to
15 accomplish the terms of this Agreement, including but not limited to execution and delivery of
16 any and all additional papers, documents, and other assurances and taking such other action that
17 may be reasonably necessary to implement the terms of this Agreement. The Parties and their
18 counsel shall use their best efforts, including all efforts contemplated by this Agreement and any
19 other efforts that may become necessary by order of the Court, to effectuate this Agreement and
20 the terms set forth herein.

21 6.12 **Entire Agreement.** The Exhibits to this Agreement are integral parts of this
22 Agreement and are hereby incorporated and made a part of this Agreement. This Agreement
23 contains the entire agreement between the Parties and constitutes the complete, final, and
24 exclusive embodiment of their agreement with respect to the subject matter hereof. This
25 Agreement is executed without reliance upon any promise, representation, or warranty by any
26 Party or any representative of a Party, other than those expressly set forth herein. Any
27 inconsistency between this Agreement and the attached Exhibits will be resolved in favor of this
28 Agreement.

1 6.13 **Headings.** The various headings used in this Agreement are solely for the
2 convenience of the Parties and shall not be used to interpret this Agreement.

3 6.14 **No Construction Against Drafter.** This Agreement shall be deemed to have been
4 drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter
5 shall not apply to this Agreement.

6 6.15 **Amendment and Modification.** Except as expressly provided in Section 6.10,
7 above, with respect to time periods and dates set forth herein, this Agreement may not be
8 amended, altered, or modified except in writing and signed by the Parties hereto, their successors
9 in interest, or their duly authorized representatives, and approved by the Court.

10 6.16 **Governing Law.** This Agreement is entered into in accordance with the laws of
11 the State of California and shall be governed by and interpreted in accordance with those laws.

12 6.17 **Jurisdiction of the Court.** Any dispute regarding the interpretation or validity or
13 otherwise arising out of this Agreement, or relating to the Action, the Released Class Claims, or
14 the Released PAGA Claims, shall be subject to the exclusive jurisdiction of the Court, and the
15 Plaintiffs, Class Members, PAGA Group Members, the LWDA, and Defendants agree to submit
16 to the personal and exclusive jurisdiction of the Court for the purpose of resolving any such
17 dispute. Following the Effective Date, the Court shall retain jurisdiction solely with respect to the
18 interpretation, implementation, and enforcement of the terms of this Agreement and all orders and
19 judgments entered in connection therewith, and the Parties and their counsel submit to the
20 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement
21 embodied in this Agreement and all orders and judgments entered in connection therewith.

22 6.18 **Agreement Constitutes a Complete Defense.** To the extent permitted by law,
23 this Agreement may be pleaded as a full and complete defense to any action, suit, or other
24 proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this
25 Agreement.

26 6.19 **Signatures.** Signatures by facsimile, in Portable Document Format (PDF), or by
27 other electronic means, shall have the same force and effect as original signatures.
28

6.20 **Execution Date and Execution in Counterparts.** This Agreement shall be deemed executed upon the last date of signature of all of the undersigned. The Parties may execute this Agreement in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument having the same force and effect as if all Parties had signed the same instrument.

IN WITNESS THEREOF, the Parties hereto have so agreed.

Dated: 12/03, 2024

ALEJANDRA BARAJAS

Alejandra Barajas

Alejandra Barajas (Dec 3, 2024 16:54 MST)

On behalf of herself, the Settlement Class, the State of California and PAGA Group Members as a private attorney general

Dated: 12/03, 2024

MARA JAZMIN GOMEZ CRUZ

Mara Gomez

Mara Gomez (Dec 3, 2024 17:33 MST)

On behalf of herself, the Settlement Class, the State of California, and PAGA Group Members as a private attorney general

Dated: 12/04, 2024

MIRIAM LOZANO

Miriam Lozano

Miriam Lozano (Dec 4, 2024 16:14 PST)

On behalf of herself, the Settlement Class, the State of California, and PAGA Group Members as a private attorney general

Dated: 12/03, 2024

EDGAR MISAEL MALDONADO

Edgar M.

Edgar Misael Maldonado (Dec 3, 2024 19:41 PST)

On behalf of himself, the Settlement Class, the State of California, and PAGA Group Members as a private attorney general

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 12/8, 2024

EMPLOYMENT SOLUTIONS, INC.

By: 
Its: CFO

Dated: _____, 2024

RELISH LABS LLC

By: _____
Its: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2024

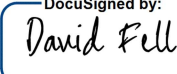
EMPLOYMENT SOLUTIONS, INC.

By: _____

Its: _____

Dated: 12/3/2024, 2024

RELISH LABS LLC

By:  _____
5130602EED3448E...

Its: Senior Corporate Counsel

1 **APPROVED AS TO FORM:**

2
3 Dated: December 4, 2024

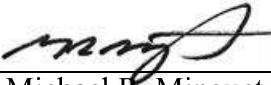
BIBIYAN LAW GROUP, P.C.

4
5 By: Vedang J. Patel
6 David D. Bibiyan
7 Vedang J. Patel

8 Attorneys for Plaintiffs
9 ALEJANDRA BARAJAS, MARA JAZMIN
10 GOMEZ CRUZ, MIRIAM LOZANO, and
11 EDGAR MISAEL MALDONADO

12
13 Dated: December 12, 2024

WILSON TURNER KOSMO LLP

14
15 By: 
16 Michael R. Minguet

17 Attorneys for Defendant
18 EMPLOYMENT SOLUTIONS, INC.

19
20 Dated: _____, 2024

DAVIS WRIGHT TREMAINE LLP

21
22 By: _____
23 David P. Zins

24 Attorneys for Defendant
25 RELISH LABS LLC
26
27
28

1 **APPROVED AS TO FORM:**

2
3 Dated: _____, 2024

BIBIYAN LAW GROUP, P.C.

4
5 By: _____
6 David D. Bibiyan
Vedang J. Patel

7 Attorneys for Plaintiffs
8 ALEJANDRA BARAJAS, MARA JAZMIN
9 GOMEZ CRUZ, MIRIAM LOZANO, and
EDGAR MISAEL MALDONADO

10 Dated: _____, 2024

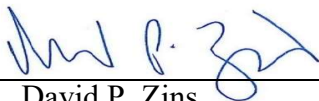
WILSON TURNER KOSMO LLP

11
12 By: _____
Michael R. Minguet

13 Attorneys for Defendant
14 EMPLOYMENT SOLUTIONS, INC.

15 Dated: December 3, 2024

DAVIS WRIGHT TREMAINE LLP

16
17 By:  _____
18 David P. Zins

19 Attorneys for Defendant
20 RELISH LABS LLC
21
22
23
24
25
26
27
28

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ALEJANDRA BARAJAS; MARA JAZMIN GOMEZ CRUZ; MIRIAM LOZANO; EDGAR MISAEL MALDONADO, as individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

EMPLOYMENT SOLUTIONS, INC., a California corporation; RELISH LABS LLC, dba HOME CHEF, a Delaware limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No. CIV SB 2215658

**NOTICE OF SETTLEMENT OF
CLASS ACTION**

ATTENTION: If you were employed by Employment Solutions, Inc. (“Employment Solutions”) as an hourly-paid, non-exempt employee in California and provided labor services to Relish Labs LLC (“Relish Labs”), which does business as Home Chef, during the period from February 17, 2018 to and including March 31, 2022 (the “Class Period”), you may be a Class Member eligible to receive money from a proposed Class Settlement in the above-captioned class action lawsuit.

PLEASE READ THIS NOTICE CAREFULLY. This Notice relates to the proposed Class Settlement. If you are a Class Member, it contains important information affecting your rights to participate in the Class Settlement as further described below. This Notice advises you of the terms of the Class Settlement and your rights and options under it.

To be eligible for your share of the Class Settlement, you are not required to make a claim. However, to ensure receipt of your share, you must update the Settlement Administrator, Phoenix Class Action Administration Solutions, with any change of address.

What is the proposed Settlement about?

Alejandra Barajas, Mara Jazmin Gomez Cruz, Miriam Lozano, and Edgar Misael Maldonado (collectively, “Plaintiffs”) are the named plaintiffs in a class action lawsuit against Employment Solutions and Relish Labs (collectively, “Defendants”) titled *Alejandra Barajas and Mara Jazmin Gomez Cruz v. Employment Solutions, Inc. and Relish Labs LLC, d/b/a Home Chef*, Case No. CIV SB 2215658, filed on February 17, 2022 and currently pending in the Superior Court of the State of California, County of San Bernardino (the “Action”). The operative second amended complaint (the “Second Amended Complaint”) was filed on May 9, 2023 and asserts causes of action alleging (1) failure to pay overtime wages, (2) failure to pay minimum wages,

(3) failure to provide meal periods, (4) failure to provide rest periods, (5) waiting time penalties, (6) wage statement violations, (7) failure to indemnify, (8) unfair competition, and (9) civil penalty liability under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). The Second Amended Complaint alleges that Employment Solutions is liable as the staffing agency that employed Plaintiffs and the individuals they purportedly seek to represent. The Second Amended Complaint alleges that Relish Labs is liable, despite not having been the employer of such individuals, based on a theory of alleged joint employment and/or client employer liability purportedly arising under Labor Code section 2810.3.

Under the proposed Class Settlement, Defendants have agreed to make payments (“Class Settlement Awards”) to Class Members who do not opt out of the Class Settlement (“Settlement Class Members”). These Class Settlement Awards will be based on the number of weeks during the Class Period that each Settlement Class Member was employed by Employment Solutions in California as an hourly-paid, non-exempt employee and provided labor services to Relish Labs (“Class Work Weeks”) compared to the total number of Class Work Weeks for all Settlement Class Members, as more fully described below.

Defendants have also agreed to pay the Settlement Administration Costs, employer-side Withholdings and Taxes required by law with regard to the Class Settlement Awards, Service Payments to each of the Plaintiffs, a PAGA Settlement Amount to be paid to the California Labor & Workforce Development Agency (“LWDA”) and PAGA Group Members in settlement of the PAGA claims, and a Fee and Expense Award to Plaintiffs’ counsel (“Class Counsel”), all subject to the Court’s approval. Defendants’ maximum total obligation under the proposed Settlement is \$569,000, exclusive of employer-side Withholdings and Taxes, and subject to escalation only to the extent described below.

The proposed Settlement is not an admission of liability by Defendants. Throughout the course of litigation, Defendants have denied any liability or wrongdoing and have denied that any compensable injury arose out of any of the matters alleged in the Action. Defendants contend that all of Employment Solutions’ employment practices complied with all applicable laws and regulations, that Relish Labs did not employ any of the Plaintiffs or anyone they seek to represent at any time during their employment by Employment Solutions, and that Defendants are not liable to any of them for any reason.

Class Counsel believes that the proposed Settlement is in the best interests of the Class Members. Further proceedings would be very expensive and take a long time. Moreover, no one can predict the precise outcome of the disputed issues in this case. Therefore, Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate for the Class Members.

The Court has preliminarily approved the proposed Settlement as fair, reasonable, and adequate. The final determination of those issues will be made at the Final Approval Hearing to be held on [FA hearing date] at [FA hearing time] (“Final Approval Hearing”).

Summary of the proposed Settlement

Defendants have agreed to pay \$569,000 (“Gross Settlement Amount”), plus the employer’s share of Withholdings and Taxes, to resolve all claims that were alleged in the Second Amended

Complaint or that could have been alleged based on the facts alleged in the Second Amended Complaint, for Settlement Class Members' release of claims described below, and for the release of all PAGA claims in the PAGA Settlement. This amount is subject to escalation if it is determined that the total number of Class Work Weeks for the Class Period exceeded 110% of 28,493, in which case the Gross Settlement Amount will increase on a proportional basis to the extent this 110% threshold is exceeded (e.g., if the total number of Class Work Weeks is actually 111% of 28,493, the Gross Settlement Amount will increase by 1%). If finally approved by the Court, the proposed Settlement will distribute money as follows:

Class Settlement Awards to Settlement Class Members: Settlement Class Members (Class Members who do not exclude themselves from the Class Settlement) will each be paid a Class Settlement Award, which is their pro-rata share of the Net Settlement Sum, calculated as follows: The Settlement Administrator will calculate the total number of Class Work Weeks for all Settlement Class Members. The Settlement Administrator will then divide the Net Settlement Sum by the total Class Work Weeks for all Settlement Class Members, resulting in a per Class Work Week value for each Settlement Class Member. The Settlement Administrator will then multiply the per Class Work Week value by the number of individual Class Work Weeks for each Settlement Class Member.

"Class Work Weeks" means the number of weeks during the Class Period that a Class Member was employed by Employment Solutions in California as an hourly-paid, non-exempt employee and provided labor services to Relish Labs. Class Work Weeks will be calculated by Defendants based on Employment Solutions' pay data.

"Net Settlement Sum" means the Gross Settlement Amount minus the payment of (a) the Fee and Expense Award, (b) the PAGA Settlement Amount, (c) the Service Payments, and (d) the Settlement Administration Costs, all of which are described below.

Class Settlement Awards shall be allocated 20% to wages subject to Withholdings and Taxes and 80% to interest, penalties, and non-wage damages.

Fee and Expense Award to Class Counsel: Upon approval by the Court, a Fee and Expense Award will be paid to Class Counsel (Bibiyan Law Group, P.C.) out of the Gross Settlement Amount, as payment of their attorneys' fees and reimbursement of their litigation costs. The proposed Settlement permits Class Counsel to request up to 35% of the Gross Settlement Amount (\$199,150 if the Gross Settlement Amount remains at \$569,000) as their fees for prosecuting this case and up to \$25,000 for reimbursement of their costs and expenses incurred in the Action. You are not personally responsible for any of Class Counsel's attorneys' fees, costs, or expenses.

PAGA Settlement Amount: The proposed Settlement provides for a payment of \$30,000 for resolution of the PAGA claims alleged in the Action. Of that amount, 75% (or \$22,500) of the PAGA Settlement Amount shall be paid to the LWDA and 25% (or \$7,500) of the PAGA Settlement Amount shall form the PAGA Fund to be paid to PAGA Group Members.

Other Payments: The proposed Settlement provides for a Service Payment to each Plaintiff of up to \$7,500, for a total of \$30,000 to the Plaintiffs. The proposed Settlement further

provides for payment estimated not to exceed \$31,500 to the Settlement Administrator, Phoenix Class Action Administration Solutions, for its services in mailing the Class Notice and administering the Settlement.

What are my rights and options?

1. **You can exclude yourself from the Class Settlement:** If you do not want a Class Settlement Award and do not want to be bound by any of the proposed Class Settlement's terms, including the release of the Released Class Claims discussed below, you must make a timely written Request for Exclusion. If you exclude yourself from the Class Settlement, you cannot object to it.

Your Request for Exclusion must contain (a) a reference to the name and case number of the Action (*Alejandra Barajas and Mara Jazmin Gomez Cruz v. Employment Solutions, Inc. and Relish Labs LLC, d/b/a Home Chef*, Case No. CIV SB 2215658), (b) your full name, signature, address, telephone number, and the last four digits of your Social Security number, (c) the words "Request for Exclusion" at the top of the document, and (d) the statement: "I wish to be excluded from the Class Settlement in this case."

Your Request for Exclusion must be personally signed by you. Any Request for Exclusion submitted by someone else on your behalf will not be valid. A Request for Exclusion form that you may use is attached as Form B to this Notice. Your Request for Exclusion must be mailed to the Settlement Administrator and must be postmarked by [DATE – 45 days from mailing Class Notice / Notice Response Deadline]. You should not request exclusion if you wish to receive money from the Class Settlement.

You do not have the right to be excluded from the PAGA Settlement, whether or not you exclude yourself from the Class Settlement.

2. **You can object to the Class Settlement:** You can object to the Class Settlement before the Court's final approval of the Class Settlement. To object, you must submit a written Objection to the Settlement Administrator by [DATE – 45 days from mailing Class Notice / Notice Response Deadline], which must include (a) a reference to the name and case number of the Action (*Alejandra Barajas and Mara Jazmin Gomez Cruz v. Employment Solutions, Inc. and Relish Labs LLC, d/b/a Home Chef*, Case No. CIV SB 2215658), (b) your full name, signature, address, telephone number, and the last four digits of your Social Security number, (c) a written statement of the grounds for objecting to the Class Settlement along with any authority on which you intend to rely in support of your objection, and (d) a written statement of whether you intend to appear at the Final Approval Hearing and whether you are represented by counsel. You may also appear and object to the Class Settlement at the Final Approval Hearing currently set for [FA hearing time] on [FA hearing date], in Department S26 of the Superior Court of California, County of San Bernardino, Civil Division of the San Bernardino District, located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415-0210. You are not required to appear, either personally or through counsel, at the Final Approval Hearing in order for your written Objection to be considered.

You do not have the right to object to the PAGA Settlement, whether or not you object to the Class Settlement.

You may object to the Class Settlement only if you do NOT submit a Request for Exclusion. If you submit both a valid Request for Exclusion and an objection to the Class Settlement, your objection will not be considered because you will be excluded from the Class Settlement and unable to object to it.

3. **You can dispute the number of your Class Work Weeks:** A Notice of Eligible Work Weeks form is attached as Form A to this Notice. It provides your number of Class Work Weeks according to Employment Solutions' records. If you do not agree with the number of your Class Work Weeks shown on the form, you may dispute the number by completing the Notice of Eligible Work Weeks form and mailing it to the Settlement Administrator by **[DATE – 45 days from mailing Class Notice / Notice Response Deadline]**.

4. **You can do nothing:** You can do nothing. If you do nothing, you will be bound by the proposed Settlement terms and you will be entitled to receive a Class Settlement Award as described above.

To the extent you are also a PAGA Group Member, you will also be entitled to receive a PAGA Settlement Award, regardless of whether you exclude yourself from the Class Settlement, object to the Class Settlement, dispute the number of your Class Work Weeks, or do nothing.

What claims am I releasing by participating in the Class Settlement?

In exchange for the consideration given by Defendants in the proposed Settlement, all Class Members who do not opt out of the Class Settlement (the Settlement Class Members) will expressly release, waive, and discharge, and will be deemed to have released, waived, and discharged, all Released Class Claims against all Released Parties.

“Released Class Claims” means all claims, debts, liabilities, demands, obligations, damages, and actions or causes of action of any kind, for the duration of the Class Period, that were alleged in the Second Amended Complaint or that could have been alleged against any of the Released Parties based on the facts asserted in the Second Amended Complaint, including (without limitation) claims under Labor Code sections 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 205, 205.5, 210, 218.6, 226, 226.3, 226.7, 232.5, 246 et seq., 432, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 2698 et seq., 2802, 2810.3, and 2810.5; the applicable IWC Wage Orders; Code of Civil Procedure sections 392 et seq., 410.10, 1021.5, and 1032; Civil Code section 3287; and Business and Professions Code section 17200 et seq. The Released Class Claims include a claim based on the alleged failure of Employment Solutions to include its address on the wage statements provided to Class Members. Expressly excluded from the Released Class Claims are claims for wages in Workers’ Compensation and Unemployment Insurance benefits cases, and claims for benefits under the Employee Retirement Income Security Act of 1974.

“Released Parties” means Employment Solutions, Inc. and Relish Labs LLC; each and all of their respective present, former, or future, direct or indirect parent companies (including without

limitation Relish Labs LLC's parent The Kroger Co.), subsidiaries, affiliates, divisions, corporations in common control, owners, divisions, concepts, co-employers, members, predecessors, successors, assigns, officers, directors, employees, contractors, partners (both general and limited), shareholders, agents, attorneys, representatives, benefit plans, insurers, and re-insurers; each and all of the present, former, or future, direct or indirect owners, members, predecessors, successors, assigns, officers, directors, employees, contractors, partners (both general and limited), shareholders, agents, attorneys, representatives, benefit plans, insurers, and re-insurers of such parent companies, subsidiaries, affiliates, divisions, corporations in common control, divisions, concepts, and co-employers; and any and all persons or entities acting by, through, under, or in concert with any of them.

All Settlement Class Members intend and are deemed to intend that the Settlement shall be effective as a bar to any and all Released Class Claims against any and all Released Parties.

The Settlement Class Members further agree not to sue or otherwise make a claim against any of the Released Parties arising out of or related to any of the Released Class Claims. The Settlement Class Members further agree that their release, waiver, and relinquishment of the Released Class Claims shall preclude them from participating in any judgment or settlement of claims that are the subject of any of the Released Class Claims in any other class, collective, or representative action.

When is the next Court hearing?

A Final Approval Hearing will be held in Department S26 of the Superior Court of California, County of San Bernardino, Civil Division of the San Bernardino District, located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415-0210, on [FA hearing date] at [FA hearing time] to determine whether the Settlement is fair, reasonable, and adequate. The Court will be asked to approve the plan for distributing the Class Settlement Awards, the Fee and Expense Award to Class Counsel, the Service Payments to the Plaintiffs, the PAGA Settlement Amount, and payment to the Settlement Administrator for its services. A motion for final approval of these items should be on file with the Court no later than [DATE] and will be available for review after that date. The Final Approval Hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing.

What if I need more information?

Capitalized terms in this Notice have the same meaning they are given in the Class Action and PAGA Settlement Agreement and Release ("Agreement"), filed with the Court on [DATE] as an exhibit to the Declaration of Brandon M. Chang in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. For the precise terms and conditions of the Settlement, you should consult the Agreement and the Preliminary Approval Order, which is also on file with the Court. If you have any questions, you can contact the Settlement Administrator at - . You can also contact Class Counsel at Bibiyan Law Group, P.C., (310) 438-5555.

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION
ABOUT THIS SETTLEMENT**

Page 6

If you have questions, contact the Settlement Administrator at - -

EXHIBIT A

EXHIBIT B

NOTICE OF ELIGIBLE WORK WEEKS

Barajas, et al. v. Employment Solutions, Inc., et al.
San Bernardino Superior Court, Case No. CIV SB 2215658

To: [Class Member Name]

Your potential individual Class Settlement Award in the Class Settlement of the above-referenced lawsuit is based on the number of weeks during the period from February 17, 2018 to and including March 31, 2022 (the “Class Period”) you were employed by Employment Solutions, Inc. (“Employment Solutions”) in California as an hourly-paid, non-exempt employee and provided labor services to Relish Labs LLC (“Relish Labs”), which does business as Home Chef (“Class Work Weeks”). According to Employment Solutions’ records, you had a total of [] Class Work Weeks.

If you wish to participate in the Class Settlement and you agree with the number of your Class Work Weeks shown above, then you do not need to take any further action. You will receive your Class Settlement Award once the Settlement becomes final.

If you **do not agree** the number of your Class Work Weeks shown above, please insert in the space below the number of weeks during the Class Period during which you believe you were employed by Employment Solutions in California as an hourly-paid, non-exempt employee and provided labor services to Relish Labs.

The number of Class Work Weeks you believe is correct for you: _____

- ☐ I am enclosing documentation to support the number of my Class Work Weeks being different from the number of Class Work Weeks shown for me by Employment Solutions’ records, as shown above.
- ☐ I am not enclosing documentation to support the number of my Class Work Weeks being different from the number of Class Work Weeks shown for me by Employment Solutions’ records, as shown above.

Dated: _____

(signature)

If you wish to dispute the number of your Class Work Weeks shown above, you must complete, sign, and date this Notice of Eligible Work Weeks form and mail it with any supporting documentation to the Settlement Administrator, Phoenix Class Action Administration Solutions, at [Phoenix’s address], postmarked no later than [Notice Response Deadline].

If you dispute the number of your Class Work Weeks, the Settlement Administrator will resolve the dispute, and its decision will be final and binding. In resolving the dispute, the information provided by Employment Solutions will be presumed accurate.

Form A

EXHIBIT B

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ALEJANDRA BARAJAS; MARA JAZMIN
GOMEZ CRUZ; MIRIAM LOZANO;
EDGAR MISAEL MALDONADO, as
individuals and on behalf of all others similarly
situated,

Plaintiff

v.

EMPLOYMENT SOLUTIONS, INC., a
California corporation; RELISH LABS LLC,
dba HOME CHEF, a Delaware limited liability
company; and DOES 1 through 100, inclusive,

Defendants

Case No. CIV SB 2215658

**REQUEST FOR EXCLUSION
FROM CLASS SETTLEMENT**

Name: _____

Address: _____

Telephone: _____

Last 4 Digits of Social Security Number: _____

I wish to be excluded from the Class Settlement in this case,
*Alejandra Barajas and Mara Jazmin Gomez Cruz v. Employment
Solutions, Inc. and Relish Labs LLC, d/b/a Home Chef*, Case
No. CIV SB 2215658, currently pending in the Superior Court of
the State of California, County of San Bernardino.

Dated: _____

(signature)

If you wish to be excluded from the Class Settlement, please complete and sign this Request for Exclusion form, or complete and sign a different similar written request, and mail it to Phoenix Class Action Administration Solutions at [Phoenix's Address] no later than [Notice Response Deadline].

Form B

EXHIBIT C

EXHIBIT D

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: PAGA Settlement Award from *Barajas, et al. v. Employment Solutions, Inc., et al.*
San Bernardino Superior Court, Case No. CIV SB 2215658**

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your share of the proceeds from the settlement of the claims brought under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) in the lawsuit entitled *Barajas, et al. v. Employment Solutions, Inc., et al.*, pending in the Superior Court of the State of California, County of San Bernardino, Case No. CIV SB 2215658.

The lawsuit alleged that Employment Solutions, Inc. (“Employment Solutions”) and Relish Labs LLC d/b/a Home Chef (“Relish Labs”) (together, the “Defendants”) failed to pay overtime wages, failed to pay minimum wages, failed to provide meal periods, failed to provide rest periods, failed to timely pay final wages, failed to provide accurate itemized wage statements, and failed to indemnify business expenses, among other things, with respect to Employment Solutions’ hourly-paid, non-exempt employees in California who provided labor services to Relish Labs during the period from December 5, 2021 through March 31, 2022. The lawsuit alleged that Employment Solutions was liable as the staffing agency that employed these individuals and that Relish Labs was liable, despite not having been the employer of such individuals, based on a theory of joint employment and/or client employer liability.

The lawsuit is now settled, including the PAGA claims brought on behalf of the State of California and the individuals described above. The settlement is not an admission of liability by Defendants. To the contrary, Defendants have denied and continue to deny any wrongdoing. Defendants contend that Employment Solutions’ employment practices complied with all applicable laws and regulations, that Relish Labs did not employ any of the individuals described above at any time during their employment by Employment Solutions, and that Defendants are not liable to any of them for any reason.

You are receiving the enclosed check because Employment Solutions’ records reflect that you are an individual on whose behalf the PAGA claims were brought. The settlement has been approved by the court and no further action is required on your part. You should cash your check by [180 DAYS AFTER ISSUANCE], after which the check will be void and you will no longer be able to cash it. Whether or not you cash the check, you are bound by the PAGA Settlement, including the release of all Released PAGA Claims. You do not have a right to exclude yourself from, or object to, the PAGA Settlement.

The enclosed check is your share of the PAGA settlement payment. The Court has not ruled on the merits of the lawsuit but it has approved the settlement, which includes a PAGA settlement payment, of which 75% is being paid to the State of California and 25% is being paid to individuals such as yourself.

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter). Please do not contact the Court for information about this settlement.

Very Truly Yours,

[Administrator]

EXHIBIT D

EXHIBIT E

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

brandon@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiffs, ALEJANDRA BARAJAS,
MARA JAZMIN GOMEZ CRUZ, MIRIAM LOZANO, and
EDGAR MISAEL MALDONADO, on behalf of themselves
and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ALEJANDRA BARAJAS; MARA JAZMIN
GOMEZ CRUZ; MIRIAM LOZANO;
EDGAR MISAEL MALDONADO, as
individuals and on behalf of all others
similarly situated,

Plaintiffs,

vs.

EMPLOYMENT SOLUTIONS, INC., a
California corporation; RELISH LABS LLC,
dba HOME CHEF, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CIVSB2215658

(Assigned for All Purposes to the Hon. Jessica
Morgan in Dept. S26-SBJC)

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND PROVISIONALLY
CERTIFYING CLASS FOR
SETTLEMENT PURPOSES ONLY**

1 This Court, having considered the Motion of plaintiffs Alejandra Barajas, Maria Jazmin
2 Gomez Cruz, Miriam Lozano and Edgar Misael Maldonado (collectively, "Plaintiffs") for
3 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
4 Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations
5 of Brandon M. Chang, David D. Bibiyan, Alejandra Barajas, Maria Jazmin Gomez Cruz, Miriam
6 Lozano, Edgar Misael Maldonado and [Settlement Administrator], the Class Action and PAGA
7 Settlement Agreement and Release ("Settlement," "Agreement" or "Settlement Agreement"), the
8 proposed Notice of Settlement of Class Action ("Class Notice"), and other documents submitted in
9 support of the Motion for Preliminary Approval, hereby **ORDERS THAT:**

10 1. The definitions set out in the Settlement Agreement are incorporated by reference
11 into this Order; all terms defined therein shall have the same meaning in this Order.

12 2. The Court provisionally certifies the following class ("Class," "Class Members") for
13 the purpose of settlement only: all hourly-paid, non-exempt individuals employed by Defendant
14 Employment Solutions, Inc. ("Employment Solutions"), in California who provided labor services
15 to Defendant Relish Labs LLC ("Relish Labs," and collectively with Employment Solutions,
16 "Defendants"), at any time during the period from February 17, 2018 to and including March 31,
17 2022 ("Class Period").

18 3. The Court preliminarily appoints the named plaintiffs Alejandra Barajas, Maria
19 Jazmin Gomez Cruz, Miriam Lozano and Edgar Misael Maldonado (collectively, "Plaintiffs") as
20 Class Representatives, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as
21 Class Counsel.

22 4. The Court preliminarily approves the proposed class settlement upon the terms and
23 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
24 settlement appears to be within the range of reasonableness of settlement that could ultimately be
25 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
26 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
27 probable outcome of further litigation relating to liability and damages issues. It further appears that
28 extensive and costly investigation and research have been conducted such that counsel for the Parties

1 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
2 that the settlement at this time will avoid substantial additional costs to all Parties, as well as the
3 delay and risks that would be presented by the further prosecution of the Action. It further appears
4 that the settlement has been reached as the result of intensive, non-collusive and arms-length
5 negotiations utilizing an experienced third-party neutral.

6 5. The Court approves, as to form and content, the Class Notice that has been submitted
7 herewith.

8 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
9 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
10 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
11 with the requirements of due process and appears to be the best notice practicable under the
12 circumstances.

13 7. The Court hereby preliminarily approves the definition and disposition of the Gross
14 Settlement Amount of \$569,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
15 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts
16 to \$199,150.00, in addition to actual costs incurred of up to \$25,000.00; Service Payments of up to
17 \$7,500.00 each to plaintiffs Alejandra Barajas, Maria Jazmin Gomez Cruz, Miriam Lozano and
18 Edgar Misael Maldonado, for a total of \$30,000 to Plaintiffs; costs of settlement administration of
19 no more than \$31,500.00; and a PAGA Settlement Amount of \$30,000.00, of which \$22,500.00
20 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and \$7,500.00
21 (25%) to "PAGA Group Members," defined as all hourly-paid, non-exempt individuals employed
22 by Employment Solutions in California who provided labor services to Relish Labs during the
23 period from December 5, 2021 to and including March 31, 2022 ("PAGA Period").

24 8. The Gross Settlement Amount expressly excludes Employment Solutions' share of
25 Withholdings and Taxes, as defined in the Settlement Agreement, which will be paid separately and
26 apart by Defendants on the wages portion of the Gross Settlement Amount.

27 9. "Class Work Weeks" shall mean the number of weeks during the Class Period that a
28 Class Member was employed by Employment Solutions in California as an hourly-paid, non-exempt

1 employee and provided labor services to Relish Labs.

2 10. It was estimated in connection with negotiation of the Settlement, based on data
3 provided by Employment Solutions, that there are no more than 28,493 Class Work Weeks. In the
4 event the actual number of Class Work Weeks is more than 10% greater than the estimated number
5 of Class Work Weeks (i.e., exceeds the estimate of 28,493 by more than 2,849 Class Work Weeks),
6 then the Gross Settlement Amount will be increased proportionally by the same percentage points
7 above 10% by which the actual number of Class Work Weeks is more than 10% greater than the
8 estimate. For example, if the actual number of Class Work Weeks is 12% more than 28,493, or
9 31,912 Class Work Weeks in total, then the Gross Settlement Amount shall increase by 2% or
10 \$11,380.00, for an increased Gross Settlement Amount of \$580,380.00.

11 11. The Court approves Phoenix Class Action Administration Solutions (“Phoenix” or
12 “Settlement Administrator”) as the settlement administrator, and preliminarily approves payment of
13 administrative costs, not to exceed \$31,500.00 out of the Gross Settlement Amount for services to
14 be rendered by Phoenix on behalf of the class.

15 12. Within fifteen (15) business days following entry of the Preliminary Approval Order,
16 Defendants will provide the Settlement Administrator the following information, based on
17 Employment Solutions’ data, with respect to each Class Member: (i) last known full name, (ii) last
18 known mailing address, (iii) last known telephone number, (iv) Social Security number,
19 (v) individual number of Class Work Weeks during the Class Period, and (vi) individual number of
20 PAGA Work Weeks during the PAGA Period (if applicable) (together, this information is the “Class
21 Information List”).

22 13. The Class Information List, along with any updated contact information identified by
23 the Settlement Administrator as set forth in the Settlement Agreement, shall be used solely to
24 administer the Class Notice and Plan of Allocation process described in the Settlement Agreement,
25 shall remain confidential, and shall not be disclosed to anyone, except pursuant to the express written
26 authorization of Defendants or the individual in question, by order of the Court, or to the extent
27 necessary to fulfill the Settlement Administrator’s reporting obligations under the Settlement
28 Agreement. Nevertheless, the Settlement Administrator may share with Class Counsel redacted

1 information (i.e., redacting Social Security numbers and mailing addresses) regarding submissions
2 or requests by Class Members, PAGA Group Members, or those claiming to be Class Members and
3 PAGA Group Members.

4 14. The Settlement Administrator shall take all reasonable steps to ensure that (a) the
5 highest percentage of Class Members receive the Notice Packet and (b) it has the most current and
6 accurate addresses for Class Members, including, but not limited to performing an initial National
7 Change of Address database search on all Class Members.

8 15. No later than ten (10) business days following receipt of the Class Information List,
9 the Settlement Administrator shall mail the Notice Packet to all Class Members in English and
10 Spanish. The Settlement Administrator shall send a copy of the Class Notice, the Notice of Eligible
11 Work Weeks form (Form A), and the Request for Exclusion form (Form B) in the respective formats
12 attached and concurrently filed with the Settlement Agreement, and approved by the Court in this
13 Order, to Class Members, via first-class U.S. mail, using the most current mailing address.

14 16. The “Notice Response Deadline” is forty-five (45) calendar days from the date of
15 initial mailing of the Notice Packet and is the date by which any and all Requests for Exclusion,
16 Objections, and disputed Notices of Eligible Work Weeks must be submitted in order to be deemed
17 timely. In the event that a Notice Packet is re-mailed to a Class Member, the Notice Response
18 Deadline for that Class Member shall be extended by fifteen (15) calendar days from the date of the
19 original Notice Response Deadline.

20 17. Among the duties identified in the Settlement Agreement, the Settlement
21 Administrator shall prepare final declarations, reports, and invoices that accurately describe the
22 notice process, the level of participation, and actions taken to ensure the best possible notice of the
23 Settlement was provided to Class Members. Prior to the Final Approval Hearing, the Settlement
24 Administrator shall provide Class Counsel with a declaration that attaches all Requests for Exclusion
25 and Objections that it receives, as one or more exhibits, for filing with the Court.

26 18. Class Members who wish to be excluded from or opt out of the Class Settlement must
27 submit a written, signed Request for Exclusion to the Settlement Administrator, within the Notice
28 Response Deadline. The Request for Exclusion must contain (i) a reference to the name and case

1 number of the Action (*Alejandra Barajas and Mara Jazmin Gomez Cruz v. Employment Solutions,*
2 *Inc. and Relish Labs LLC, d/b/a Home Chef*, Case No. CIV SB 2215658); (ii) the full name,
3 signature, address, telephone number, and last four digits of the Social Security number of the person
4 requesting to be excluded from the Class Settlement; (iii) the words “Request for Exclusion” at the
5 top of the document; and (iv) the statement: “I wish to be excluded from the Settlement of this case.”
6 The Notice Packet will include a Request for Exclusion Form that shall be substantially in the form
7 of that attached to the Settlement Agreement. The Request for Exclusion must be personally signed
8 by the Class Member who seeks to opt out of the Class Settlement. No Class Member may opt out
9 by having a request to opt out submitted by an actual or purported attorney or agent acting on behalf
10 of the Class Member. No opt out request may be made on behalf of a group of Class Members. For
11 purposes of determining timeliness, Requests for Exclusion shall be deemed to have been submitted
12 on the date postmarked by the U.S. Postal Service or other delivery service.

13 19. Each Class Member who does not submit a Request for Exclusion substantially in
14 compliance with the immediately preceding paragraph within the deadline set by the Court is a
15 Settlement Class Member and shall be bound by the Class Settlement and any Court order approving
16 the terms of the Class Settlement.

17 20. Settlement Class Members who wish to object to the Class Settlement must submit
18 to the Settlement Administrator a signed, written statement objecting to the Settlement
19 (“Objection”). An Objection must contain: (i) a reference to the name and case number of the Action
20 (*Alejandra Barajas and Mara Jazmin Gomez Cruz v. Employment Solutions, Inc. and Relish Labs*
21 *LLC, d/b/a Home Chef*, Case No. CIV SB 2215658); (ii) the full name, signature, address, telephone
22 number and last four digits of the Social Security number of the objecting Settlement Class Member;
23 (iii) a written statement of the grounds for objecting to the Class Settlement along with any authority
24 the Class Member intends to rely on in support of their objection; and (iv) a written statement of
25 whether the Settlement Class Member intends to appear at the Final Approval Hearing and whether
26 he or she is represented by counsel. Written Objections must be submitted to the Settlement
27 Administrator, by U.S. mail, postmarked no later than the Notice Response Deadline. Settlement
28 Class Members may, but are not required to, appear at the Final Approval Hearing. Because the

1 Settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as a proxy
2 and as a private attorney general of, and for, the State of California and the LWDA, no PAGA Group
3 Member has the right to object to the PAGA Settlement, regardless of whether or not he or she has
4 objected to the Class Settlement as a Settlement Class Member.

5 21. Only Settlement Class Members (i.e., those Class Members who have not excluded
6 themselves from the Class Settlement) may object to the Class Settlement. If a Class Member
7 submits both a valid Request for Exclusion and an Objection, the Class Member will be excluded
8 from the Class Settlement, and the Objection will not be considered.

9 22. Settlement Class Members may dispute the number of Class Work Weeks they
10 worked during the Class Period by completing and returning the Notice of Eligible Work Weeks
11 included with the Class Notice, which shall be substantially in the form of that attached to the
12 Settlement Agreement.

13 23. All papers filed in support of final approval, including supporting documents for
14 attorneys' fees and costs, shall be filed by _____.

15 24. A Final Approval Hearing shall be held with the Court on _____
16 at ____:____.m in Department S26-SBJC of the above-entitled Court to determine: (1) whether the
17 proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court;
18 (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service
19 award to the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and
20 (5) the amount to be apportioned to PAGA and/or paid to the LWDA and PAGA Group Members.

21 **IT IS SO ORDERED.**

22
23 Dated: _____

Judge of the Superior Court

EXHIBIT F

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

brandon@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiffs, ALEJANDRA BARAJAS,
MARA JAZMIN GOMEZ CRUZ, MIRIAM LOZANO, and
EDGAR MISAEL MALDONADO, on behalf of themselves
and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ALEJANDRA BARAJAS; MARA JAZMIN
GOMEZ CRUZ; MIRIAM LOZANO;
EDGAR MISAEL MALDONADO, as
individuals and on behalf of all others
similarly situated,

Plaintiffs,

vs.

EMPLOYMENT SOLUTIONS, INC., a
California corporation; RELISH LABS LLC,
dba HOME CHEF, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CIVSB2215658

(Assigned for All Purposes to the Hon. Jessica
Morgan in Dept. S26-SBJC)

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
SERVICE PAYMENTS; JUDGMENT
THEREON**

1 This matter having come before the Court on [REDACTED] for a final approval
2 hearing pursuant to the Order of this Court granting preliminary approval (“Preliminary Approval
3 Order”) of the class and representative action settlement upon the terms set forth in the Class Action
4 and PAGA Settlement Agreement and Release (“Settlement,” “Agreement” or “Settlement
5 Agreement”) submitted in support of the Motion for Preliminary Approval of Class and
6 Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only;
7 and due and adequate notice having been given to the Class Members as required in the Preliminary
8 Approval Order; and the Court having considered all papers filed and proceedings had herein and
9 otherwise being fully informed and good cause appearing therefor, it is hereby **ORDERED,**
10 **ADJUDGED AND DECREED THAT:**

11 1. The Motion for Final Approval of Class and Representative Action Settlement; Service
12 Payments; and Application for Attorneys’ Fees and Costs is hereby granted in its entirety.

13 2. The definitions set out in the Settlement Agreement are incorporated by reference into
14 this Final Approval Order and Judgment; all terms defined in the Settlement Agreement shall have
15 the same meaning in this Final Approval Order and Judgment.

16 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
17 to this litigation, including all Class Members.

18 4. For settlement purposes only, the Court certifies the following settlement class
19 (“Settlement Class” or “Settlement Class Members”): all hourly-paid, non-exempt individuals
20 employed by Defendant Employment Solutions, Inc. (“Employment Solutions”), in California who
21 provided labor services to Defendant Relish Labs LLC (“Relish Labs,” and collectively with
22 Employment Solutions, “Defendants”), at any time during the period from February 17, 2018 to and
23 including March 31, 2022 (“Class Period”), excluding only those persons listed in Paragraph 10 of
24 this Final Approval Order and Judgment.

25 5. “Plaintiffs” refers to the named plaintiffs Alejandra Barajas, Maria Jazmin Gomez Cruz,
26 Miriam Lozano, and Edgar Misael Maldonado.

27 6. The “Released Parties” include: Employment Solutions, Inc. and Relish Labs LLC; each
28 and all of their respective present, former, or future, direct or indirect parent companies (including

1 without limitation Relish Labs LLC's parent The Kroger Co.), subsidiaries, affiliates, divisions,
2 corporations in common control, owners, divisions, concepts, co-employers, members,
3 predecessors, successors, assigns, officers, directors, employees, contractors, partners (both general
4 and limited), shareholders, agents, attorneys, representatives, benefit plans, insurers, and re-insurers;
5 each and all of the present, former, or future, direct or indirect owners, members, predecessors,
6 successors, assigns, officers, directors, employees, contractors, partners (both general and limited),
7 shareholders, agents, attorneys, representatives, benefit plans, insurers, and re-insurers of such
8 parent companies, subsidiaries, affiliates, divisions, corporations in common control, divisions,
9 concepts, and co-employers; and any and all persons or entities acting by, through, under, or in
10 concert with any of them.

11 7. Upon the Effective Date, all Settlement Class Members shall be deemed to have, and by
12 operation of this Final Approval Order and Judgment shall have, expressly released, waived, and
13 relinquished the Released Class Claims. Settlement Class Members shall not sue or otherwise make
14 a claim against any of the Released Parties for any of the Released Class Claims and shall be barred
15 from filing any actions, claims, complaints, or proceedings against any of the Released Parties
16 relating to the Released Class Claims with any court or agency (including without limitation the
17 California Division of Labor Standards Enforcement), or from initiating any other proceedings
18 against any of the Released Parties for any of the Released Class Claims. Settlement Class
19 Members' release, waiver, and relinquishment of the Released Class Claims shall preclude them
20 from participating in any judgment or settlement of any of the Released Class Claims in any other
21 class, collective, or representative action.

22 8. Upon the Effective Date, all PAGA Group Members and the State of California shall be
23 deemed to have, and by operation of this Final Approval Order and Judgment shall have, expressed
24 released, waived, and relinquished the Released PAGA Claims. PAGA Group Members shall be
25 barred from bringing, joining, or otherwise participating in a PAGA representative action or
26 otherwise making, joining, or otherwise participating in a claim against any of the Released Parties
27 for any of the Released PAGA Claims, and the State of California shall also be barred from pursuing
28

1 recovery of any civil penalties from any of the Released Parties for any of the Released PAGA
2 Claims.

3 9. Distribution of the Notice of Settlement of Class Action (“Class Notice”) directed to the
4 Class Members as set forth in the Settlement Agreement has been completed in conformity with the
5 Preliminary Approval Order, including individual notice to all Class Members who could be
6 identified through reasonable effort, and was the best notice practicable under the circumstances.
7 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
8 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
9 entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

10 10. Only [NUMBER] (X) Class Members opted out of the Settlement, and zero (0) Class
11 Members objected to the Settlement. The names of the Class Members who opted out of the
12 Settlement are [NAMES].

13 11. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
14 Plaintiffs have satisfied the standards and applicable requirements for final approval of class action
15 settlement under California law, including the provisions of Code of Civil Procedure section 382.

16 12. This Court hereby approves the settlement set forth in the Settlement Agreement and
17 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
18 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
19 as a result of intensive, serious and non-collusive arm’s-length negotiations. The Court further finds
20 that the Parties have conducted extensive and costly investigation and research, and counsel for the
21 Parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
22 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
23 be presented by the further prosecution of this Action. The Court has noted the significant benefits
24 to the Class Members under the Settlement. The Court also finds that the Settlement Class is
25 properly certified as a class for settlement purposes only.

26 13. The Court approves plaintiffs Alejandra Barajas, Maria Jazmin Gomez Cruz, Miriam
27 Lozano and Edgar Misael Maldonado as class representatives.

28 ///

1 14. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.,
2 as Class Counsel.

3 15. The Court approves Phoenix Class Action Administration Solutions (“Phoenix”) as the
4 Settlement Administrator.

5 16. The Court hereby awards Class Counsel attorneys' fees in the total amount of
6 \$199,150.00, which is one thirty-five percent (35%) of the Gross Settlement Amount and to be
7 deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of
8 \$ [REDACTED] to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be
9 paid by the Settlement Administrator from the Gross Settlement Amount as set forth in the
10 Settlement Agreement.

11 17. The Court hereby approves a Service Payment of \$7,500.00 each to plaintiffs Alejandra
12 Barajas, Maria Jazmin Gomez Cruz, Miriam Lozano and Edgar Misael Maldonado, for a total of
13 \$30,000 to Plaintiffs, in consideration of their time, effort and risk incurred on behalf of the
14 Settlement Class, and for providing a general release and a waiver of rights pursuant to California
15 Civil Code section 1542. The Service Payments will be paid to Plaintiffs by the Settlement
16 Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

17 18. The Court hereby approves the Settlement Administration Costs in the amount of
18 \$31,500.00. The Settlement Administrator, Phoenix Class Action Administration Solutions, shall be
19 paid the cost of administration of the settlement from the Gross Settlement Amount.

20 19. The Court hereby approves a PAGA Settlement Amount of \$30,000.00, of which
21 \$22,500.00 shall be paid to the LWDA and the remaining \$7,500.00 to be distributed to the “PAGA
22 Group Members”, defined as all hourly-paid, non-exempt individuals employed by Employment
23 Solutions in California who provided labor services to Relish Labs during the period from December
24 5, 2021 to and including March 31, 2022 (“PAGA Period”).

25 20. The Net Settlement Sum of \$ [REDACTED] available to pay Settlement Class Members
26 was determined by subtracting Class Counsel’s attorneys’ fees (\$199,150.00), Class Counsel’s costs
27 (\$ [REDACTED]), Service Payments of \$7,500.00 each to plaintiffs Alejandra Barajas, Maria Jazmin
28 Gomez Cruz, Miriam Lozano and Edgar Misael Maldonado, for a total of \$30,000 to Plaintiffs, the

1 PAGA Settlement Amount (\$30,000.00), and Settlement Administration Costs (\$ [REDACTED]) from
2 the Gross Settlement Amount (\$569,000.00).

3 21. Except as expressly provided herein, the Parties each shall bear all their own fees and
4 costs in connection with this matter.

5 22. Within fifteen (15) business days from the Effective Date (as defined in the Settlement
6 Agreement), Defendants will remit the Settlement Fund Amount (as defined in the Settlement
7 Agreement) to the Settlement Administrator for the establishment of the Settlement Fund. At the
8 same time, Defendants will also remit Employment Solutions' share of Withholdings and Taxes
9 arising from the Class Settlement Awards.

10 23. Within ten (10) business days from Defendants' remittance to the Settlement
11 Administrator of the Settlement Fund Amount, the Settlement Administrator shall establish the
12 Settlement Fund and distribute (a) the Class Settlement Award checks to Settlement Class Members
13 and the PAGA Settlement Award checks to PAGA Group Members, (b) the portion of the PAGA
14 Settlement Amount payable to the LWDA, (c) the Service Payments to Plaintiffs, (d) the
15 Withholdings and Taxes arising from the Class Settlement Awards to the appropriate government
16 entities, (d) the Fee and Expense Award to Class Counsel, and (e) the Settlement Administration
17 Costs to itself. Also within ten (10) business days from Defendants' remittance of the Settlement
18 Fund Amount and Employment Solutions' share of Withholdings and Taxes arising from the Class
19 Settlement Awards, the Settlement Administrator shall provide Counsel for Defendants a written
20 report listing each Settlement Class Member and PAGA Group Member, the amount to be paid to
21 each such person, and the amount of Withholdings and Taxes for each such payment. No payments
22 shall be made or distributed unless and until this Final Approval Order and Judgment and all other
23 orders in this Action are final (meaning that the right to appeal or otherwise seek review of such
24 orders or the Judgment has expired) and on the condition that no appeals from the orders and this
25 Final Approval Order and Judgment have been filed. Additionally, by no later than the date set by
26 the Court in its Final Approval Order and Judgment, the Settlement Administrator shall file a report
27 with the Court setting forth (1) the total amount of money paid to the Settlement Class Members
28 and PAGA Group Members, (2) the portion of the PAGA Settlement Amount paid to the LWDA,

1 (3) the Service Payments paid to Plaintiffs, and (4) the Fee and Expense Award paid to Class
2 Counsel.

3 24. Any checks tendered to Settlement Class Members or PAGA Group Members shall
4 remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and
5 shall thereafter be automatically cancelled if not cashed, deposited, or otherwise negotiated by the
6 Settlement Class Member or PAGA Group Member within that time, although the individual shall
7 remain a Settlement Class Member and/or PAGA Group Member, as applicable, bound by the
8 Judgment entered in the Action. After 180 days, any amounts from cancelled checks shall be
9 transmitted to the California Controller's Office Unclaimed Property Division, with an identification
10 of the person to whom the funds belong, in accordance with Code of Civil Procedure section 384,
11 to be held in trust for those persons who did not timely cash their settlement checks. Any checks
12 tendered to Settlement Class Members or PAGA Group Members that are returned as undeliverable
13 will also be transmitted to the California Controller's Office Unclaimed Property Division with an
14 identification of the person to whom the funds belong, in accordance with Code of Civil Procedure
15 section 384, to be held in trust for those persons. This disposition results in no "unpaid residue"
16 under Code of Civil Procedure section 384, as the entire Net Settlement Fund will be paid out to
17 Settlement Class Members or PAGA Group Members, whether or not they all cash their settlement
18 checks. Therefore, Defendants will not be required to pay any interest on such amounts.
19 Administration of the Settlement shall be completed no later than two hundred and seventy (270)
20 days from the Effective Date.

21 25. The Court finds that the class settlement on the terms set forth in the Settlement
22 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
23 the released claims against Defendants.

24 26. A Hearing Re: Final Administration of the Class Action Settlement is hereby scheduled
25 for _____, at __: __.m, in Department S26-SBJC of the above entitled
26 Court. At least five (5) calendar days prior to said Hearing, Plaintiffs shall file a declaration
27 confirming that the claims have been paid and that administration of all the terms and conditions of
28 the class action settlement have been completed. Should the Court find that said declaration has

1 sufficiently evidenced full and complete administration of the class action settlement, the Hearing
2 Re: Final Administration of the Class Action Settlement may be taken off calendar, at the Court's
3 discretion.

4 27. Without affecting the finality of the Judgment in any way, this Court hereby retains
5 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
6 and all orders and judgments entered in connection therewith.

7
8 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

9
10 Dated: _____

Judge of the Superior Court