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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

LILIAN MORENO, a proxy for the State of California as an aggrieved employee pursuant to the Private Attorneys General Act (“PAGA”),

Plaintiff,

vs.

FAROOQI FOOD MANAGEMENT, INC.,
et al.,

Defendants.

ROBIN CATHEY, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

FAROOQI FOOD MANAGEMENT, INC.,
et al.,

Defendants.

LILIAN MORENO, on behalf of herself, all others similarly situated, and on behalf of the general public,

Plaintiff,

vs.

FAROOQI FOOD MANAGEMENT, INC.,
et al.,

Defendants.

Case Nos.: 37-2022-00033791-CU-OE-CTL (Lead); 37-2022-00035056-CU-OE-CTL; 37-2022-00035677-CU-OE-CTL

CLASS & REPRESENTATIVE ACTIONS
JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Lilian Moreno and Robin Cathey (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and Defendant Farooqi Food Management, Inc. (“Defendant”) (collectively with Plaintiffs, the “Parties”).

DEFINITIONS

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

1. “Actions” or “Consolidated Actions” means *Lilian Moreno v. Farooqi Food Management, Inc., et al.*, *Robin Cathey v. Farooqi Food Management, Inc., et al.*, and *Lilian Moreno v. Farooqi Food Management, Inc., et al.*, Nos. 37-2022-0033791-CU-OE-CTL, 37-2022-0035056-CU-OE-CTL, and 37-2022-0035677-CU-OE-CTL (San Diego County Superior Court).

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Actions, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Actions. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or Two Hundred and Eleven Thousand, Seventeen Dollars and Zero Cents (\$211,017.00). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Actions, up to Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Class Counsel” means Capstone Law APC and the Law Offices of Mark Yablonovich.

4. “Class List” means a complete list of all Class Members and PAGA Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement

1 Administrator within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The
2 Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name;
3 most recent mailing address; Social Security Number; dates of employment; the Class Member's
4 Individual Workweek worked during the Class Period; the respective number of Pay Periods that each
5 PAGA Member worked during the PAGA Period, as appropriate; and any other relevant information
6 needed to calculate settlement payments.

7 5. "Class Member(s)" or "Settlement Class" means all persons who worked for Defendant
8 as non-exempt, hourly paid employees in the State of California at any time during the Class Period.

9 6. "Class Notice" means the Notice of Class Action Settlement, substantially in the form
10 attached as Exhibit A.

11 7. "Class Period" means the period from August 30, 2018, through October 15, 2023
12 (provided Option 2 of the Escalator clause is not invoked).

13 8. "Class Representative Enhancement Payments" means the amounts to be paid to Plaintiffs
14 in recognition of their effort and work in prosecuting the Actions on behalf of Class Members, and for
15 their general release of claims. Subject to the Court granting final approval of this Settlement Agreement
16 and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Class
17 Representative Enhancement Payments of up to Ten Thousand Dollars and Zero Cents (\$10,000.00), each.

18 9. "Court" means the San Diego County Superior Court.

19 10. "Defendant" means Defendant Farooqi Food Management, Inc.

20 11. "Defense Counsel" shall mean the attorneys representing Defendant in the Actions,
21 Matthew C. Sgnilek, Esq. and Andrea Rosenkranz, Esq. of O'Hagan Meyer.

22 12. "Effective Date" means the first court day after the latest of the following: (a) if no Class
23 Member files an objection to the Class Settlement, sixty (60) days following the date of the Final Approval
24 Order; (b) if a Class Member objects to the Class Settlement, the later of (i) dismissal or withdrawal of the
25 objection by the Class Member, (ii) the passage of the date for seeking appellate review of the Final
26 Approval Order without a timely request for review; (iii) the date a Class Member's appeal of the Final
27 Approval Order has been voluntarily dismissed; or (iv) the date of final resolution of a Class Member's
28 appeal of the Final Approval Order (including any requests for rehearing and/or petitions for certiorari),

1 resulting in final and complete judicial approval of the Settlement in its entirety, with no further challenge
2 to the Settlement being possible. The occurrence of the Effective Date is a prerequisite to any obligation
3 of Defendant to pay any funds into the Settlement Account.

4 13. "Final Approval" means the date on which the Court enters an order granting final
5 approval of the Settlement Agreement.

6 14. "Gross Settlement Amount" means the Gross Settlement Amount of Six Hundred and
7 Thirty-Three Thousand, Fifty Dollars and Zero Cents (\$633,050.00), to be paid by Defendant in full
8 satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Class
9 Settlement Payments, Individual PAGA Settlement Payments, Attorneys' Fees and Costs, the Class
10 Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration
11 Costs. This Gross Settlement Amount has been agreed to by Plaintiffs and Defendant. In no event will
12 Defendant be liable for more than the Gross Settlement Amount, except if Option 1 of the Escalator clause
13 is invoked. There will be no reversion of the Gross Settlement Amount to Defendant. Defendant will be
14 separately responsible for any employer payroll taxes required by law, including the employer FICA,
15 FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

16 15. "Individual Class Settlement Payment" means each Participating Class Member's
17 respective share of the Net Settlement Fund as provided by this Settlement Agreement.

18 16. "Individual PAGA Settlement Payment" means each PAGA Member's respective share
19 of the PAGA Fund as provided by this Settlement Agreement.

20 17. "Individual Pay Periods" means the number of Pay Periods for an individual PAGA
21 Member.

22 18. "Individual Workweeks" means the number of Workweeks for an individual Class
23 Member.

24 19. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining after
25 deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the PAGA
26 Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to
27 Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendant.

28 20. "Notice of Objection" means a Class Member's valid and timely written objection to the

1 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name,
2 signature, address, telephone number, and last four digits of his/her/their Social Security Number; (b) the
3 dates the objector's employment with Defendant; (c) a written statement of all grounds for the objection
4 accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents
5 upon which the objection is based; (e) the full name, address, and telephone number of any legal
6 representative of the objector; and (f) a statement whether the objector intends to appear at the final fairness
7 hearing.

8 21. "PAGA Members" means all persons who worked for Defendant as non-exempt, hourly
9 paid employees in the State of California at any time during the PAGA Period.

10 22. "PAGA Period" means the period from June 17, 2021 through October 15, 2023
11 (provided Option 2 of the Escalator clause is not invoked).

12 23. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to the
13 Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with
14 Plaintiffs' claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
15 *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that Thirty Thousand Dollars and Zero
16 Cents (\$30,000.00) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant
17 to PAGA, Seventy-Five Percent (75%), or Twenty-Two Thousand, Five Hundred Dollars and Zero Cents
18 (\$22,500.00), of the PAGA Settlement Amount will be paid to the California Labor and Workforce
19 Development Agency ("LWDA Payment"), and Twenty-Five Percent (25%), or Seven Thousand, Five
20 Hundred Dollars and Zero Cents (\$7,500.00) ("PAGA Fund"), of the PAGA Settlement will be disbursed
21 to PAGA Members, and regardless whether they request to be excluded from the Settlement Class.

22 24. "Parties" means Plaintiffs and Defendant collectively.

23 25. "Participating Class Members" means all Class Members who do not submit timely and
24 valid Requests for Exclusion.

25 26. "Pay Period" means any pay period during the PAGA Period in which a PAGA Member
26 actually received payment from Defendant as a non-exempt, hourly paid employee in the State of
27 California. All PAGA Members will be credited with at least one Pay Period during the PAGA Period.

28 27. "Plaintiffs" means Plaintiffs Lilian Moreno and Robin Cathey.

1 28. “Preliminary Approval” means the date on which the Court enters an order granting
2 preliminary approval of the Settlement Agreement.

3 29. “Released Class Claims” means all causes of action and state and federal wage and hour
4 claims that were alleged in the Actions, or reasonably could have been alleged by reason of or in
5 connection with any matter or fact set forth or referred to in the operative Complaint, including all of the
6 following claims for relief: (a) failure to pay all regular rate wages, minimum wages, and overtime wages
7 due; (b) failure to pay all reporting time wages; (c) failure to provide compliant meal periods; (d) failure to
8 provide compliant rest breaks; (e) failure to timely pay wages during employment; (f) failure to provide
9 complete, accurate wage statements; (g) failure to pay wages timely at time of termination or resignation;
10 (h) failure to reimburse or indemnify necessary business expenses; and (i) unfair business practices that
11 could have been premised on the preceding claims.

12 30. “Released PAGA Claims” means all causes of action and claims for civil penalties under
13 the California Labor Code Private Attorneys General Act of 2004 that were alleged in the Actions and
14 underlying LWDA Exhaustion Letters, or reasonably could have been alleged by reason of or in
15 connection with any matter or fact set forth or referred to in the operative Complaint, including claims for
16 civil penalties based on the following: (a) failure to pay all regular rate wages, minimum wages, and
17 overtime wages due; (b) failure to pay all reporting time wages; (c) failure to provide compliant meal
18 periods; (d) failure to provide compliant rest breaks; (e) failure to timely pay wages during employment;
19 (f) failure to provide complete, accurate wage statements; (g) failure to pay wages timely at time of
20 termination or resignation; and (h) failure to reimburse or indemnify necessary business expenses.

21 31. “Released Parties” means Defendant, and its past, present and/or future, direct and/or
22 indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers,
23 partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
24 predecessors, successors, assigns, and joint venturers.

25 32. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
26 request to be excluded from the Settlement Class. To be valid, the Request for Exclusion must: (a) set forth
27 the name, address, telephone number, and last four digits of the Social Security Number of the Class
28 Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement

1 Administrator; (d) include the following statement or a similar statement: “I wish to exclude myself from
2 the class settlement reached in the matter of *Moreno, et al. v. Farooqi Food Management, Inc.* I understand
3 that by excluding myself, I will not receive any money from the class settlement reached in this matter”;
4 and (e) be faxed or postmarked on or before the Response Deadline.

5 33. “Response Deadline” means the deadline by which Class Members must postmark or fax
6 to the Settlement Administrator Requests for Exclusion, disputes concerning the calculation of Individual
7 Workweeks, Individual Pay Periods, or Notices of Objection to the Settlement Administrator. The
8 Response Deadline will be forty-five (45) calendar days from the initial mailing of the Class Notice by the
9 Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in
10 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
11 open.

12 34. “Settlement Administration Costs” means the costs payable from the Gross Settlement
13 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
14 (a) calculating Individual Class Settlement Payments and Individual PAGA Settlement Payment; (b)
15 preparing, printing, and mailing the Class Notice to all Class Members; (c) using reasonable measures to
16 contact all Class Members, including conducting a National Change of Address search on all Class
17 Members before mailing the Class Notice to each Class Member’s address; (d) re-mailing the Class Notice
18 to the Class Member’s new address for those Class Members whose address had changed; (e) setting up a
19 toll-free telephone number to receive calls from Class Members; (f) receiving Requests for Exclusion and
20 Notices of Objection to the Settlement; (g) providing the Parties with weekly status reports about the
21 delivery of Class Notices and any requests for exclusion and objections; (h) providing the Parties with all
22 requested and/or required declarations; (i) issuing the checks to effectuate the payments due under the
23 Settlement; (j) using reasonable measures to deliver issued checks to Participating Class Members and
24 PAGA Members, including use of a “skip-trace” for undeliverable checks; and (k) otherwise administering
25 the Settlement pursuant to this Agreement including paying and reporting the employer’s share of the
26 payroll taxes to the appropriate taxing agency. The Settlement Administration Costs will be paid from the
27 Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by
28 the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

Settlement Administration Costs are currently estimated to be Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00).

35. "Settlement Administrator" means Phoenix Settlement Administrators, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

36. "Workweeks" means any week during the Class Period in which a Class Member actually performed paid work for Defendant as a non-exempt, hourly paid employee in the State of California. All Class Members will be credited with at least one Workweek during the Class Period.

TERMS OF AGREEMENT

The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as follows:

37. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the Gross Settlement Amount of Six Hundred, Thirty-Three Thousand and Fifty Dollars and Zero Cents (\$633,050.00) into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will pay the employer's share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Class Settlement Payments; (b) Individual PAGA Settlement Payments; (c) the LWDA Payment; (d) the Class Representative Enhancement Payments; (e) Attorneys' Fees and Costs; and (f) Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount and the employer's share of payroll taxes within twenty (20) calendar days of the Effective Date ("Funding Date").

38. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of one-third of the Gross Settlement Amount, i.e., not more than Two Hundred and Eleven Thousand, Seventeen Dollars and Zero Cents (\$211,017.00), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Actions (including expert/consultant fees, investigations costs, etc.), not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), both of which will be paid from the Gross Settlement Amount.

39. Class Representative Enhancement Payments. In exchange for a general release, and in recognition of their effort and work in prosecuting the Actions on behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for Class Representative Enhancement Payments of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff. The Class Representative Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payments. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect, including each Plaintiff's respective general release, even if the full amount of Class Representative Enhancement Payments sought by Plaintiffs are not ultimately awarded by the Court.

40. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00). These costs, which will be paid from the Gross Settlement Amount, will include, inter alia, the required tax reporting on the Individual Class Settlement Payments and Individual PAGA Settlement Payment, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations (and other duties outlined in Paragraph 34 above).

41. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00) from the Gross Settlement Amount will be designated for satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Twenty-Two Thousand, Five Hundred Dollars and Zero Cents (\$22,500.00), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), will be paid to PAGA Members in proportion to the number of Pay Periods worked during the PAGA Period.

42. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA

1 Member has the right to exclude themselves from the release of the Released PAGA Claims, and all
2 PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA
3 Member has the right to object to the PAGA Settlement Amount. See *Arias v. Super. Ct. (Angelo Dairy)*
4 (2009) 46 Cal.4th 969; *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246.

5 43. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
6 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

7 44. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
8 portion of the PAGA Fund will revert to or be retained by Defendant.

9 45. Individual Class Settlement Payment and Individual PAGA Settlement Payment
10 Calculations. Individual Class Settlement Payments will be calculated and apportioned from the Net
11 Settlement Fund based on the number of Workweeks a Class Member worked during the Class Period.
12 Individual PAGA Settlement Payments will be calculated and apportioned from the PAGA Fund based
13 on the number of Pay Periods a PAGA Member worked during the PAGA Period. Specific calculations
14 of Individual Class Settlement and Individual PAGA Settlement Payments will be made as follows:

15 46. Individual Class Settlement Payments from the Net Settlement Fund. Defendant will
16 calculate the total number of Workweeks worked by each Class Member during the Class Period and the
17 aggregate total number of Workweeks worked by all Class Members during the Class Period. To
18 determine each Class Member's estimated "Individual Class Settlement Payment" from the Net
19 Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund
20 will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the
21 "Workweek Value." Each Class Member's "Individual Class Settlement Payment" will be calculated by
22 multiplying each individual Class Member's Individual Workweeks by the Workweek Value. The
23 Individual Class Settlement Payment will be reduced by any required deductions for each Participating
24 Class Member as specifically set forth herein, including employee-side tax withholdings or deductions.
25 The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and
26 valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement
27 Administrator shall proportionately increase the Individual Class Settlement Payment for each
28 Participating Class Member according to the number of Individual Workweeks worked, so that the amount

1 actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

2 47. Individual PAGA Settlement Payments from the PAGA Fund. Defendant will calculate
3 the total number of Pay Periods worked by each PAGA Member during the PAGA Period and the
4 aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To
5 determine each PAGA Member's estimated "Individual PAGA Settlement Payment," the Settlement
6 Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total
7 number of Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." Each PAGA
8 Member's "Individual PAGA Settlement Payment" will be calculated by multiplying each individual
9 PAGA Member's Individual Pay Periods by the PAGA Workweek Value. The entire PAGA Fund will
10 be disbursed to all PAGA Members.

11 48. No Credit Toward Benefit Plans. The Individual Class Settlement Payments made to
12 Participating Class Members and the Individual PAGA Settlement Payments made to the PAGA
13 Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not
14 be utilized to calculate any additional benefits under any benefit plans to which any Participating Class
15 Members and/or PAGA Members may be eligible, including, but not limited to profit-sharing plans, bonus
16 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other
17 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
18 contributions, or amounts to which any Participating Class Members and/or PAGA Members may be
19 entitled under any benefit plans.

20 49. Administration Process. The Parties agree to cooperate in the administration of the
21 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
22 the administration of the Settlement.

23 50. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval,
24 Defendant will provide the Class List to the Settlement Administrator and to Class Counsel.

25 51. Confirmation of Class Workweek Count. Within seven (7) days of receiving the Class
26 List by the Settlement Administrator, the Settlement Administrator will provide to Plaintiffs' Counsel,
27 without revealing any confidential information such as names, Social Security Numbers, contact
28 information, etc., the number of unique Class Members along with the number of Workweeks worked by

1 each Class Member.

2 52. Review of Class Notice. Within seven (7) days of receiving the Class List from Defendant,
3 the Settlement Administrator will prepare an exemplar Class Notice for review by Counsel.

4 53. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
5 List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via
6 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

7 54. Confirmation of Updated Contact Information in the Class List. Prior to mailing, the
8 Settlement Administrator will perform a search based on the National Change of Address Database for
9 information to update and correct for any known or identifiable address changes. Any Class Notices
10 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be
11 sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
12 Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is
13 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
14 skip-trace, or other search using the name, address and/or Social Security Number of the Class Member
15 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class
16 Notice, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days or
17 (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or a Notice of
18 Objection to the Settlement.

19 55. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will
20 provide: (a) information regarding the nature of the Actions; (b) a summary of the Settlement's principal
21 terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each
22 respective Class Member worked for Defendant during the Class Period; (e) the total number of Pay
23 Periods each respective PAGA Member worked for Defendant during the PAGA Period, if applicable; (f)
24 each Class Member's estimated Individual Class Settlement Payment and the formula for calculating
25 Individual Class Settlement Payments; (g) each PAGA Member's estimated Individual PAGA Settlement
26 Payment and the formula for calculating Individual PAGA Settlement Payments; (h) the dates which
27 comprise the Class Period and PAGA Period; (i) instructions on how to submit Requests for Exclusion or
28 Notices of Objection; (j) the deadlines by which the Class Member must postmark or fax Request for

1 Exclusions, or postmark Notices of Objection to the Settlement; and (k) the claims to be released.

2 56. Disputed Information on Class Notices. Class Members and PAGA Members will have
3 an opportunity to dispute the information provided in their Class Notices. To the extent Class Members
4 dispute their employment dates or the number of Workweeks on record, Class Members may produce
5 evidence to the Settlement Administrator showing that such information is inaccurate. To the extent PAGA
6 Members dispute their employment dates or the number of Pay Periods on record, PAGA Members may
7 produce evidence to the Settlement Administrator showing that such information is inaccurate.
8 Defendant's records will be presumed correct, but the Settlement Administrator shall contact Defendant
9 regarding the dispute and the Defendant will work in good faith to resolve it. All disputes must be
10 submitted by the Response Deadline and will be decided within ten (10) business days after the Response
11 Deadline.

12 57. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
13 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
14 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
15 receiving the defective submission to advise the Class Member that his/her/their submission is defective
16 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
17 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever
18 date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not
19 postmarked or received by fax within that period, it will be deemed untimely and invalid.

20 58. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
21 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
22 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
23 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
24 for Exclusion has been timely submitted.

25 59. Escalator. Defendant represents that as of August 16, 2023, the number of Workweeks
26 worked by Class Members during the Class Period was approximately Twenty-Five Thousand, Three
27 Hundred and Twenty-Two (25,322). If it is determined that the workweeks during the Class Period
28 exceeds Twenty-Seven Thousand, Eight Hundred and Fifty-Four (27,854) (25,332 plus 10% of 25,332),

1 then Defendant shall have the option of either: (a) increasing the Net Settlement Fund by an amount
2 determined by the following formula: $\text{Actual Number of Workweeks} \div 27,854 \times \text{Net Settlement Fund}$
3 (“Option 1”); or (b) changing the end date of the Class Period to a date for which there are no more than
4 27,854 workweeks (“Option 2”).

5 60. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
6 who does not affirmatively opt-out of the Settlement Agreement by submitting a valid Request for
7 Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as
8 well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

9 61. Releases by Participating Class Members. Upon the Funding Date, and except as to such
10 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
11 together and individually, on their behalf and on behalf of their respective heirs, executors, administrators,
12 agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of
13 them, from each of the Released Class Claims arising during the Class Period.

14 62. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
15 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
16 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall
17 fully and forever release and discharge all of the Released Parties, or any of them, from each of the
18 Released PAGA Claims during the PAGA Period.

19 63. Defendant’s Right to Rescind. Defendant will have, in its sole discretion, the right to void
20 and withdraw from the Settlement if, at any time prior to Final Approval, Ten Percent (10%) or more of
21 Class Members opt out of the settlement. Defendant must exercise this right of rescission in writing to
22 Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to rescind is
23 exercised, then Defendant will be solely responsible for all Settlement Administration Costs incurred to
24 the date of rescission.

25 64. Objection Procedures. To object to the Settlement Agreement, a Class Member may either
26 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline,
27 or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting
28 a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have

1 waived all objections to the Settlement and will be foreclosed from making any objections, whether by
2 appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek
3 to solicit or otherwise encourage Class Members to submit written or oral objections to the Settlement
4 Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any
5 Class Members with respect to any such objections to this Settlement. If a Class Member submits both a
6 Request for Exclusion and a Notice of Objection, the Settlement Administrator shall attempt to contact the
7 Class Member and determine whether the Class Member would like to withdraw either the Request for
8 Exclusion or the Notice of Objection. If the Class Member does not withdraw the Request for Exclusion,
9 or if the Settlement Administrator is unable to make contact with a Class Member who submits both a
10 Request for Exclusion and a Notice of Objection, the Request for Exclusion shall be valid and it shall be
11 presumed that the Class Member does not wish to participate in the Class Settlement.

12 65. Certification Reports Regarding Individual Settlement Payment Calculations. The
13 Settlement Administrator will provide Defendant's counsel and Class Counsel with a weekly report that
14 certifies the number of Class Members who have submitted valid Requests for Exclusion or Notice of
15 Objection to the Settlement, and whether any Class Member has submitted a challenge to any information
16 contained in their Class Notice, including those received after the Response Deadline. Additionally, the
17 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
18 administration of the Settlement Agreement as needed or requested.

19 66. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of
20 the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members
21 and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and (d) Class
22 Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services
23 performed in connection with the Settlement.

24 67. Uncashed Settlement Checks. Proceeds represented by Individual Settlement Payment
25 checks returned as undeliverable and Individual Settlement Payment checks remaining uncashed for more
26 than one hundred and eighty (180) calendar days after issuance will be tendered pursuant to Code of Civil
27 Procedure section 384 to the Justice Gap Fund maintained by The State Bar of California.

28 68. Certification of Completion. Upon completion of administration of the Settlement, the

1 Settlement Administrator will provide a written declaration under oath to certify such completion to the
2 Court and counsel for all Parties.

3 69. Treatment of Individual Class Settlement Payments. All Individual Class Settlement
4 Payments will be allocated as follows: (a) Twenty Percent (20%) of each Individual Class Settlement
5 Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty Percent (80%)
6 will be allocated as penalties, interest, and non-wages for which IRS Forms 1099-MISC will be issued.
7 The portion of the Individual Class Settlement Payment representing wages shall be paid to each
8 Participating Class Member subject to any applicable employee-side tax withholdings and deductions and
9 the portion of the Individual Class Settlement Payment representing penalties, interest, and non-wages
10 shall be paid to the Participating Class Member in full without deductions or withholdings. Each
11 Participating Class Member shall be individually responsible for their own share of applicable income tax
12 withholdings and deductions for the portion of the Settlement Share for which an IRS Form 1099-MISC
13 will be issued. Each Participating Class Member are solely responsible for determining the tax
14 consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are
15 determined to be owed by each of them on such payments (including penalties and interest related thereto)
16 by any taxing authority, whether state, local, or federal.

17 70. Treatment of Individual PAGA Settlement Payments. One hundred percent (100%) of
18 each Individual PAGA Settlement Payment shall represent civil penalties. The Individual PAGA
19 Settlement Payments shall be paid to the PAGA Members in full and the Settlement Administrator will
20 not undertake any deductions or withholdings and the Settlement Administrator shall issue to the PAGA
21 Member an IRS Form 1099-MISC for the full amount of the Individual PAGA Settlement Payment, if
22 applicable. Each PAGA Member shall be individually responsible for determining the tax consequences
23 of any Individual PAGA Settlement Payment made pursuant to this Settlement and for paying taxes, if
24 any, which are determined to be owed by each of them on such payments (including penalties and interest
25 related thereto) by any taxing authority, whether state, local, or federal.

26 71. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
27 will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class
28 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this

1 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and
2 penalties to the appropriate government authorities.

3 72. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of
4 the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA Members are
5 not relying on any statement, representation, or calculation by Defendant or by the Settlement
6 Administrator in this regard.

7 73. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
8 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
9 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
10 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
11 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
12 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL
13 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
14 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
15 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
16 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN,
17 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
18 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
19 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
20 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
21 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
22 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
23 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
24 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY
25 SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
26 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
27 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
28 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

1 74. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
2 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
3 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
4 right herein released and discharged.

5 75. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
6 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason,
7 then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void.
8 Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be
9 treated as void from the beginning.

10 76. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to request
11 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
12 for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary
13 approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The
14 Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified
15 herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement
16 Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class
17 Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents
18 necessary to obtain preliminary approval.

19 77. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
20 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
21 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
22 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the
23 Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the Labor and
24 Workforce Development Agency Payment; (e) all Settlement Administration Costs. The final fairness
25 hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel
26 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also
27 be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

28 78. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court

1 or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After
2 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a)
3 the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters,
4 and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement
5 Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

6 79. Moreno's Released Claims. As of the Effective Date, Moreno, individually and on behalf
7 of Moreno's heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly
8 and voluntarily releases and forever discharges Defendant, including any and all parent corporations,
9 affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not limited
10 to each of their current and former attorneys, officers, directors and agents thereof, both individually and
11 in their business capacities (collectively, "Moreno's Released Parties"), to the fullest extent permitted by
12 law, of and from any and all claims, known and unknown, asserted and unasserted, which Moreno has or
13 may have against the Moreno's Released Parties as of the date of execution of this Settlement Agreement.
14 Moreno is not waiving any rights Moreno may have to: (a) Moreno's own vested accrued employee
15 benefits under the Defendant's health, welfare or retirement benefits plans, if any, as of the date of
16 execution of this Settlement Agreement; (b) benefits or rights to seek benefits under applicable workers'
17 compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released
18 herein) or unemployment insurance or indemnification statutes; (c) pursue claims which by law cannot be
19 waived by signing this Settlement Agreement; and (d) enforce this Settlement Agreement.

20 80. To affect a full and complete general release as described above, Moreno expressly waives
21 and relinquishes all rights and benefits of § 1542 of the Civil Code of the State of California and does so
22 understanding and acknowledging the significance and consequence of specifically waiving § 1542. Thus,
23 notwithstanding the provisions of § 1542, and to implement a full and complete release and discharge of
24 all parties, Moreno expressly acknowledges this Settlement Agreement is intended to include in its effect,
25 without limitation, all claims Moreno does not know or suspect to exist in Moreno's favor at the time of
26 signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment
27 of any such claims. Moreno warrants Moreno has read this Settlement Agreement, including this waiver
28 of California Civil Code § 1542, and that Moreno has consulted with or had the opportunity to consult

1 with counsel of Moreno's choosing about this Settlement Agreement and specifically about the waiver of
2 § 1542, and that Moreno understands this Settlement Agreement and the § 1542 waiver, and so Moreno
3 freely and knowingly enters into this Settlement Agreement. Moreno further acknowledges that Moreno
4 later may discover facts different from or in addition to those Moreno now knows or believes to be true
5 regarding the matters released or described in this Settlement Agreement, and even so Moreno agrees that
6 the releases and agreements contained in this Settlement Agreement shall remain effective in all respects
7 notwithstanding any later discovery of any different or additional facts. Moreno expressly assumes any
8 and all risk of any mistake in connection with the true facts involved in the matters, disputes or
9 controversies released or described in this Settlement Agreement or with regard to any facts now unknown
10 to Moreno relating thereto. Section 1542 provides:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
12 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
13 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
14 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
15 WITH THE DEBTOR OR RELEASED PARTY.

16 81. Cathey's Released Claims. As of the Effective Date, Cathey, individually and on behalf
17 of Cathey's heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly
18 and voluntarily releases and forever discharges Defendant, including any and all parent corporations,
19 affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not limited
20 to each of their current and former attorneys, officers, directors and agents thereof, both individually and
21 in their business capacities (collectively, "Cathey's Released Parties"), to the fullest extent permitted by
22 law, of and from any and all claims, known and unknown, asserted and unasserted, which Cathey has or
23 may have against the Cathey's Released Parties as of the date of execution of this Settlement Agreement.
24 Cathey is not waiving any rights Cathey may have to: (a) Cathey's own vested accrued employee benefits
25 under the Defendants' health, welfare or retirement benefits plans, if any, as of the date of execution of this
26 Settlement Agreement; (b) benefits or rights to seek benefits under applicable workers' compensation
27 (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or
28 unemployment insurance or indemnification statutes; (c) pursue claims which by law cannot be waived

1 by signing this Settlement Agreement; and (d) enforce this Settlement Agreement.

2 82. To affect a full and complete general release as described above, Cathey expressly waives
3 and relinquishes all rights and benefits of § 1542 of the Civil Code of the State of California and does so
4 understanding and acknowledging the significance and consequence of specifically waiving § 1542. Thus,
5 notwithstanding the provisions of § 1542, and to implement a full and complete release and discharge of
6 all parties, Cathey expressly acknowledges this Settlement Agreement is intended to include in its effect,
7 without limitation, all claims Cathey does not know or suspect to exist in Cathey's favor at the time of
8 signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment
9 of any such claims. Cathey warrants Cathey has read this Settlement Agreement, including this waiver of
10 California Civil Code § 1542, and that Cathey has consulted with or had the opportunity to consult with
11 counsel of Cathey's choosing about this Settlement Agreement and specifically about the waiver of § 1542,
12 and that Cathey understands this Settlement Agreement and the § 1542 waiver, and so Cathey freely and
13 knowingly enters into this Settlement Agreement. Cathey further acknowledges that Cathey later may
14 discover facts different from or in addition to those Cathey now knows or believes to be true regarding the
15 matters released or described in this Settlement Agreement, and even so Cathey agrees that the releases
16 and agreements contained in this Settlement Agreement shall remain effective in all respects
17 notwithstanding any later discovery of any different or additional facts. Cathey expressly assumes any
18 and all risk of any mistake in connection with the true facts involved in the matters, disputes or
19 controversies released or described in this Settlement Agreement or with regard to any facts now unknown
20 to Cathey relating thereto. Section 1542 provides:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
22 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
23 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
24 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
25 WITH THE DEBTOR OR RELEASED PARTY.

26 83. Class Counsel. As of the Effective Date, and except as otherwise provided by this
27 Settlement, Class Counsel and any counsel associated with Class Counsel waive any further claims to
28 costs and attorneys' fees and expenses against Defendant or the Released Parties arising from or related to

1 the Action, including but not limited to claims based on the Labor Code, the Code of Civil Procedure,
2 PAGA, the Fair Labor and Standards Act, the Business and Professions Code, or any other contract, statute
3 or law (“Class Counsel Released Claims”).

4 84. Resolution of a Good Faith Dispute. The Parties also agree that this release constitutes a
5 resolution of a good faith dispute concerning wages and complies with Labor Code Section 206.5, which
6 reads in part:

7 “Execution of release of claim or right on account of wages due. No
8 employer shall require the execution of any release of any claim or
9 right on account of wages due, or to become due, or made, or made as
10 an advance on wages to be earned, unless payment of those wages has
11 been made.”

12
13 85. Non-Disparagement. The Parties and their respective counsel agree not to make any
14 untruthful, malicious, disparaging or defamatory statements, allegations, comments or communications,
15 regardless of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or
16 otherwise), regarding each other and/or the Released Parties. The Parties and their respective counsel
17 further agree not to encourage authorize or permit any such statements, allegations, comments or
18 communications to be made by others on their behalf. Notwithstanding the foregoing, and in compliance
19 with Rule 1-500 of the California Rules of Professional Conduct, nothing in this paragraph shall be
20 construed to restrict Class Counsel’s right to practice law.

21 86. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
22 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
23 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

24 87. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
25 entirety of the Parties’ settlement terms. No other prior or contemporaneous written or oral agreements
26 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625
27 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be
28 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the

Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

88. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

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

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

91. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

92. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

93. Headings. The descriptive heading of any section or Paragraph of this Settlement is inserted for convenience of reference only and does not constitute a part of this Settlement.

94. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Consolidated Actions and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each

1 represented by competent counsel and that they have had an opportunity to consult with their counsel
2 regarding the fairness and reasonableness of this Settlement.

3 95. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
4 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
5 with applicable precedents so as to define all provisions of this Settlement Agreement valid and
6 enforceable.

7 96. Waiver of Certain Appeals. Provided that the Judgment is consistent with the terms and
8 conditions of this Settlement, Plaintiffs, Participating Class Members (except those who have submitted
9 a valid Objection or have appeared in person at the Final Approval Hearing, as provided for in Paragraph
10 64, above), and Defendant, and their respective counsel hereby waive any and all rights to appeal from the
11 Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion
12 to vacate judgment, a motion for new trial, a motion under Code of Civil Procedure Section 473, and any
13 extraordinary writ, and the Judgment therefore will become non-appealable by them at the time it is
14 entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate
15 proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the time for
16 consummation of the Settlement (including making payments under the Settlement) will be suspended
17 until such time as the appeal is finally resolved and the Judgment, consistent with the terms of this
18 Settlement, becomes Final. Plaintiffs or Class Counsel may appeal any reduction to the Attorneys' Fees
19 and Costs below the amount they request from the Court, and either party may appeal any court order that
20 materially alters the Settlement Agreement's terms.

21 97. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review. If, after
22 a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, writ, or
23 application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material
24 modification to the Settlement, and that court's decision is not completely reversed and the Judgment is
25 not fully affirmed on review by a higher court, then either Party will have the right to void the Settlement,
26 which the Party must do by giving written notice to the other Parties, the reviewing court, and the Superior
27 Court, not later than fourteen (14) calendar days after the reviewing court's decision vacating, reversing,
28 or materially modifying the Judgment becomes final. A vacation, reversal, or modification of the Superior

1 Court's award of the Class Representative Enhancement Payments and/or the Attorneys' Fees and Costs
2 will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of
3 this Paragraph.

4 98. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
5 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
6 approved, the stipulation to certification will be void. The Parties further agree that certification for
7 purposes of the Settlement is not an admission that class action certification is proper under the standards
8 applied to contested certification motions and that this Settlement Agreement will not be admissible in this
9 or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant is
10 liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

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

24 100. No Public Comment. Prior to Preliminary Approval, the Parties and their counsel agree
25 that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry,
26 or have any communication with the press about the fact, amount or terms of the Settlement.

27 101. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
28 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute

1 a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

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

12 104. Representation By Counsel. The Parties acknowledge that they have been represented by
13 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
14 Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and
15 Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

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

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

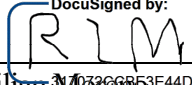
26 THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE
27 CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND
28 KNOW THE CONTENTS OF THE AGREEMENT AND SIGN THE SAME AS THEIR FREE,

1 KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS
2 CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

3
4 READ CAREFULLY BEFORE SIGNING

6 **PLAINTIFF**

7 Dated: 1/19/2024

DocuSigned by:

Lilian Moreno

9 **PLAINTIFF**

10 Dated: _____

Robin Cathey

12 **DEFENDANT**

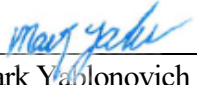
13 Dated: _____

Nasir Farooqi
President and Authorized Representative and
Signatory of Farooqi Food Management, Inc.

17 **APPROVED AS TO FORM ONLY**

18 **LAW OFFICES OF MARK YABLONOVICH**

19 Dated: 1/22/2024

By: 
Mark Yablonoich
Attorneys for Plaintiff Lilian Moreno

22 **CAPSTONE LAW APC**

23 Dated: _____

By: _____
Raul Perez
Attorneys for Plaintiff Robin Cathey

25 **O'HAGAN MEYER**

26 Dated: _____

By: _____
Andrea Rosenkranz
Attorneys for Defendant Farooqi Food Management,
Inc.

1 KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS
2 CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

3
4 READ CAREFULLY BEFORE SIGNING

5
6 **PLAINTIFF**

7 Dated: _____

8 Lilian Moreno

9 **PLAINTIFF**

DocuSigned by:

10 Dated: 1/17/2024 _____

11 
12 Robin Cathey

13 **DEFENDANT**

14 Dated: _____

15 Nasir Farooqi
16 President and Authorized Representative and
17 Signatory of Farooqi Food Management, Inc.

18 **APPROVED AS TO FORM ONLY**

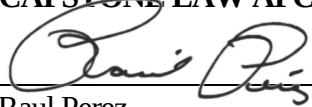
19 **LAW OFFICES OF MARK YABLONOVICH**

20 Dated: _____

21 By: _____
22 Mark Yablonovich
23 Attorneys for Plaintiff Lilian Moreno

24 **CAPSTONE LAW APC**

25 Dated: 1/22/2024 _____

26 By: 
27 Raul Perez
28 Attorneys for Plaintiff Robin Cathey

O'HAGAN MEYER

Dated: _____

By: _____
Andrea Rosenkranz
Attorneys for Defendant Farooqi Food Management,
Inc.

1 KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS
2 CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

3
4 READ CAREFULLY BEFORE SIGNING

5
6 **PLAINTIFF**

7 Dated: _____

8 Lilian Moreno

9 **PLAINTIFF**

10 Dated: _____

11 Robin Cathey

12 **DEFENDANT**

13 Dated: 1/12/2024

14 Nasir Farooqi
15 President and Authorized Representative and
16 Signatory of Farooqi Food Management, Inc.

DocuSigned by:

NASIR FAROOQI

CA149B46BE2D411...

17 **APPROVED AS TO FORM ONLY**

18 **LAW OFFICES OF MARK YABLONOVICH**

19 Dated: _____

20 By: _____
21 Mark Yablonovich
22 Attorneys for Plaintiff Lilian Moreno

23 **CAPSTONE LAW APC**

24 Dated: _____

25 By: _____
26 Raul Perez
27 Attorneys for Plaintiff Robin Cathey

28 **O'HAGAN MEYER**

Dated: 1/9/2024

By: _____
Andrea Rosenkranz
Attorneys for Defendant Farooqi Food Management, Inc.

DocuSigned by:

Andrea Rosenkranz

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EXHIBIT A

Lilian Moreno v. Farooqi Food Management, Inc., et al., Case No. 37-2022-033791-CU-OE-CTL

Moreno, et al. v. Farooqi Food Management Inc., No. 37-2022-0033791-CU-OE-CTL
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN DIEGO
NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

To: All persons who worked for Defendant Farooqi Food Management, Inc. (“Defendant”) as non-exempt, hourly paid employees in the State of California at any time from August 30, 2018 through October 15, 2023 (“Class Members”).

All persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from June 17, 2021 through October 15, 2023 (“PAGA Members”).

On _____, the Honorable Michael T. Smyth of the San Diego County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval/Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _:00 _m. on _____, 2024 in Department C-67 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, California 92101.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [Court’s website] for any scheduling changes. If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Consolidated Actions and/or reasonably could have been alleged by reason of or in connection with any matter or fact set forth or referred to in the operative complaint during the Class Period.
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Consolidated Actions or reasonably could have been alleged by reason of or in connection with any matter or fact set forth or referred to in the operative complaint during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department C-67 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, California 92101. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiffs Lilian Moreno and Robin Cathey (collectively, the "Plaintiffs") (Plaintiffs and Defendant are collectively, the "Parties"), on their behalf and on behalf of other current and former non-exempt employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) pay reporting time pay; (5) reimburse employees for necessary business expenses; and (6) provide employees with accurate, itemized wage statements. Their respect cases have been consolidated. (The "Consolidated Actions.")

After the exchange of relevant information and evidence, the Parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On August 16, 2023, the parties participated in a mediation with Todd Smith, Esq., an experienced and well-respected class action mediator. With Mr. Smith's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation.

The Settlement is not an admission of liability by Defendant. Defendant has denied, and continues to deny, the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs' claims. By agreeing to settle, Defendant is

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and the Law Offices of Mark Yablonovich (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of Six Hundred and Thirty-Three Thousand and Fifty Dollars and Zero Cents (\$633,050.00). This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of Ten Thousand Dollars and Zero Cents (\$10,000.00), each, to Plaintiffs for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendant; (3) Two Hundred and Elven Thousand and Seventeen Dollars and Zero Cents (\$211,017.00) in attorneys’ fees and up to Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) in litigation costs and expenses; (4) a Thirty-Thousand Dollars and Zero Cents (\$30,000.00) settlement of claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), inclusive of a Twenty-Two Thousand, Five Hundred Dollars and Zero Cents (\$22,500.00) payment to the California Labor and Workforce Development Agency (“LWDA”) in connection with the PAGA, and a Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) payment (“PAGA Fund”) to all PAGA Members; and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00). After deducting the above payments, a total of approximately Three Hundred and Twenty-Nine Thousand, Five Hundred and Thirty-Three Dollars and Zero Cents (\$329,533.00) will be allocated to Class Members who do not opt out of the Settlement Class (“Net Settlement Fund”). Additionally, all PAGA Members will receive a proportional share of the \$7,500 PAGA Fund, regardless of whether they opt out of the Settlement Class. This allocation of the payment to the LWDA is required by California law.

The foregoing amounts have only been preliminarily approved by the Court and the final amounts of these various payments are all subject to Court approval.

No portion of the Gross Settlement Amount will be returned to the Defendant.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from August 30, 2018, through October 15, 2023 (“Class Period”) and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member’s estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the “Workweek Value.” Each Class Member’s share of the Net Settlement Fund will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. Any workweek in which a Class Member worked at least one day shall be counted as a Workweek.

All settlement payments are subject to taxation. Each Individual Class Settlement Payment will be allocated as follows: (a) 20% as wages that will be subject to deductions and withholdings for the employee’s share of state and federal payroll taxes; and (b) 80% as penalties and interest that will not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Settlement Payment allocated to wages and an IRS Form-1099 with respect to the portion of the Settlement Payment allocated to penalties and interest, unless said payment is less than or equal to \$600.00. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee’s required withholdings and payroll taxes from the “wage” portion of the Settlement payment. Defendant will

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

separately pay the employer's share of payroll taxes with respect to the "wage" portion of each Settlement payment.

Please note that each Participating Class Members will be responsible for his/her/their share of taxes attributable to the receipt of an Individual Class Settlement Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ ____.

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member from June 17, 2021 through October 15, 2023 ("PAGA Period") and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Pay Periods in the PAGA Period by the PAGA Pay Period Value. Any pay period in which a PAGA Member worked at least one day shall be counted as a Pay Period.

All settlement payments are subject to taxation. Each Individual PAGA Settlement Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Member will receive an IRS Form-1099 for his or her Individual PAGA Settlement Payment, unless said payment is less than or equal to \$600.00.

The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. PAGA Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of ____ Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$ ____.

A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code sections 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA Fund even if he/she/they submits a valid Request for Exclusion.

Disputes: If you believe the Workweek and/or Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. To be valid, your written dispute of Workweeks and/or Pay Periods worked must: (1) include your full name and address and (2) be accompanied by satisfactory evidence of the workweeks and/or pay periods you contend you worked as an hourly, non-exempt employee for Defendant during the Class Period and/or PAGA Period, including any supporting documentation (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

c/o _____

Fax No. _____

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court. If you move, you must provide the Settlement Administrator with your current mailing address or you may not receive your portion of the Net Settlement Fund and/or PAGA Fund.

If you choose **Option 1**, and if the Court grants final approval of the Settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

Released Class Claims: All causes of action and state and federal wage and hour claims that were alleged in the Actions, or reasonably could have been alleged by reason of or in connection with any matter or fact set forth or referred to in the operative Complaint, including all of the following claims for relief: (a) failure to pay all regular rate wages, minimum wages, and overtime wages due; (b) failure to pay all reporting time wages; (c) failure to provide compliant meal periods; (d) failure to provide compliant rest breaks; (e) failure to timely pay wages during employment; (f) failure to provide complete, accurate wage statements; (g) failure to pay wages timely at time of termination or resignation; (h) failure to reimburse or indemnify necessary business expenses; and (i) unfair business practices that could have been premised on the preceding claims.

Released PAGA Claims: All causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the Actions and underlying LWDA Exhaustion Letters, or reasonably could have been alleged by reason of or in connection with any matter or fact set forth or referred to in the operative Complaint, including claims for civil penalties based on the following: (a) failure to pay all regular rate wages, minimum wages, and overtime wages due; (b) failure to pay all reporting time wages; (c) failure to provide compliant meal periods; (d) failure to provide compliant rest breaks; (e) failure to timely pay wages during employment; (f) failure to provide complete, accurate wage statements; (g) failure to pay wages timely at time of termination or resignation; and (h) failure to reimburse or indemnify necessary business expenses.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action and PAGA Settlement, decided not to participate in the settlement, and desire to be excluded from the class portion of the settlement. To be valid, the Request for Exclusion must: (a) set forth your name, address, telephone number, and last four digits of your Social Security Number; (b) be signed by you; (c) be returned to the Settlement Administrator, as outlined below; (d) include the following statement or a similar statement: “I wish to exclude myself from the class settlement reached in the matter of *Moreno, et al. v. Farooqi Food Management, Inc.* I understand that by excluding myself, I will not receive any money from the class settlement reached in this matter,”; and (e) be faxed or postmarked on or before the deadline outlined below.

Settlement Administrator

c/o _____

Fax No.: _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2024. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2024, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, you will not receive a Payment from the Net Settlement

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Fund, and you will not have released the Released Class Claims. Please note that if you are also a PAGA Member, you cannot request exclusion as a PAGA Member and you will still release the Released PAGA Claims and will still receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Approval/Fairness Hearing to object to the Settlement. For the Notice of Objection to be valid, it must include: (a) your full name, signature, address, and last four digits of your Social Security Number; (b) the dates of your employment with Defendant; (c) telephone number, (d) a written statement of all grounds for the objection accompanied by any legal support for such objection; (e) copies of any papers, briefs, or other documents upon which the objection is based; (f) the full name, address, and telephone number of your legal representative, if any; and (g) a statement whether you intend to appear at the final fairness hearing. Your objection must be submitted to the administrator at:

Settlement Administrator

c/o _____

Fax No.: _____

All written objections must be postmarked or faxed not later than _____, 2024. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval/Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of San Diego and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney at your own expense to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Please note that Defendant approves the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Defendant or Defendant's treatment of you as a former employee.

Additional Information

This Notice of Class Action and PAGA Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 1 (888) 436-3087

Mark Yablonovich
Monica Balderrama
Tony Roberts
Law Offices of Mark Yablonovich
9595 Wilshire Blvd., Suite 900
Beverly Hills, CA 90212
Phone: *Case-Specific Number*

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******