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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO

ANTHONY BECERRA RIOS, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

ORO LOMA PROCESSING, LP, et. al., a
limited partnership; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 22CECG02992

CLASS ACTION

[Hon. Jeffrey Y. Hamilton, Jr.,]

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Complaint filed: September 20, 2022
Trial date: Not set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Anthony Becerra Rios (“Plaintiff”) and defendant Oro Loma Processing, LP (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned Anthony Becerra Rios v. Oro Loma Processing, LP, et. al., initiated on September 20, 2022 and pending in Superior Court of the State of California, County of Fresno.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons employed by Defendant as hourly-paid employees in the State of California during the PAGA Period.
- 1.5. “Class” means all persons employed by Defendant as hourly-paid employees in the State of California during the Class Period.
- 1.6. “Class Counsel” means Moon Law Group, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a

Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address (“NCOA”) database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation unless otherwise agreed by the Parties, attached as Exhibit A and incorporated by reference into this Agreement. The Parties, through respective counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original Exhibit A.
- 1.12. “Class Period” means the period from September 20, 2018 to the earlier of 60 days after May 6, 2024 or the date of preliminary approval of the Settlement. In the alternative, Defendant may elect to increase the Gross Settlement Amount in the exact proportionate amount as to any additional work weeks over 10% (i.e., 12% more workweeks than estimated will result in a 2% proportionate increase in the Gross Settlement Amount) or end the Class Period on the day on which the number of Workweeks reaches the 10% escalator trigger, i.e., 9,820 workweeks to avoid triggering the escalator clause.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Fresno.
- 1.16. “Defendant” means named Defendant Oro Loma Processing, LP..
- 1.17. “Defense Counsel” means Barsamian & Moody, PC.

- 1.18. “Effective Date” shall mean the following: (a) the date the Court signs an Order approving the Settlement if no objections are asserted and no individual seeks to intervene in the matter; or (b) 65 days after the date of entry of the Order of the court approving the Settlement if any objections are asserted or any individual seeks to intervene in the matter but no appeal is filed; or (c) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.
- 1.19. “Final Approval” means the Court’s signed order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the motion for final approval of the Settlement.
- 1.21. “Gross Settlement Amount” means \$300,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraphs 3.1 and 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following

1 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA
2 PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment,
3 Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
4 The remainder is to be paid to Participating Class Members as Individual Class Payments.

- 5 1.28. “Non-Participating Class Member” means any Class Member who opts out of the Class
6 portion of the Settlement by sending the Administrator a valid and timely Request for
7 Exclusion.
- 8 1.29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
9 for Defendant for at least one day during the PAGA Period.
- 10 1.30. “PAGA Period” means the period from September 20, 2021 to the earlier of 60 days after
11 May 6, 2024 or the date of preliminary approval of the Settlement.
- 12 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 13 1.32. “PAGA Notice” means Plaintiff’s September 17, 2022 letter to Defendant and the LWDA
14 providing notice pursuant to Labor Code § 2699.3(a).
- 15 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
16 Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to
17 LWDA in settlement of PAGA claims.
- 18 1.34. “Participating Class Member” means a Class Member who does not submit a valid and
19 timely Request for Exclusion from the Class portion of the Settlement.
- 20 1.35. “Plaintiff” means Anthony Becerra Rios, the named plaintiff in the Action.
- 21 1.36. “Preliminary Approval” means the Court’s signed order granting preliminary approval of
22 the Class portion of the Settlement.
- 23 1.37. “Preliminary Approval Order” means the proposed order granting preliminary approval of
24 the Class portion of the Settlement.
- 25 1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2
26 below.
- 27 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3
28 below.

- 1.40. “Released Parties” means: Defendant, and any predecessor, successor, subsidiary, parent, or affiliate as defined by Corporations Code § 150, and each of its supervisory/managerial employees, managing agents, shareholders, directors, and/or officers.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. The Response Deadline for Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall be extended by 14 calendar days beyond the original Response Deadline.
- 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

- 2.1. On September 20, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay minimum and regular rate wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and provide rest breaks, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, and unfair business practices. On March 17, 2023, Plaintiff filed a First Amended Complaint alleging an additional cause of action against Defendant for civil penalties under the Private Attorneys General Act (“PAGA”). The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for

the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On May 6, 2024, the Parties participated in an all-day mediation presided over by the Honorable Carl J. West, Ret., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, policy documents, a sampling of Class Members' time and payroll records, and other relevant data points and information. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$300,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. In the event the Court reduces, modifies or does not approve the above-referenced Class Representative Service Payment, Plaintiff and Class Counsel shall not have the right to revoke this Agreement or this Settlement and it will remain binding. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount, which is currently estimated to be \$100,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. In the event the Court reduces any of the above-referenced Class Counsel Fees Payment or Class Counsel Litigation Expenses

1 Payment, Plaintiff and Class Counsel shall not have the right to revoke this
2 Agreement or this Settlement and it will remain binding, but if the Court awards
3 less than half the requested Class Counsel Litigation Expenses Payment and/or
4 awards less than 25% of the Gross Settlement Amount as Class Counsel Fees
5 Payment , Class Counsel shall retain the right to appeal that aspect of the Court's
6 order. Released Parties shall have no liability to Class Counsel or any other counsel
7 for Plaintiff arising from any claim to any portion any Class Counsel Fee Payment
8 and/or Class Counsel Litigation Expenses Payment. The Administrator will pay
9 the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment
10 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and
11 liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
12 Litigation Expenses Payment and holds Defendant harmless, and indemnifies
13 Defendant, from any dispute or controversy regarding any division or sharing of
14 any of these Payments.

15 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
16 \$7,500.00 except for a showing of good cause and as approved by the Court. To
17 the extent the Administration expenses are less or the Court approves payment less
18 than \$7,500.00, the Administrator will retain the remainder in the Net Settlement
19 Amount. In the event the Court reduces, modifies or does not approve any of the
20 above-referenced Administration Expenses Payment, Plaintiff and Class Counsel
21 shall not have the right to revoke this Agreement or this Settlement and it will
22 remain binding.

23 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
24 (a) dividing the Net Settlement Amount by the total number of Workweeks worked
25 by all Participating Class Members during the Class Period and (b) multiplying the
26 result by each Participating Class Member's Workweeks.

27 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
28 Class Member's Individual Class Payment will be allocated to settlement

of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 40% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and 40% for penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Workweeks of Non-Participating Class Members are not included in the calculation of payments to Participating Class Members and therefor have no effect on the calculation of Individual Class Payments paid from the Net Settlement Amount.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$24,000.00 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. In the event the Court reduces, modifies or does not approve any

of the above-referenced PAGA Penalties , Plaintiff and Class Counsel shall not have the right to revoke this Agreement or this Settlement and it will remain binding. The Administrator will report the Individual PAGA Payments on IRS 1099-MISC Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 110 Class Members who collectively worked a total of 8,928 Workweeks, and 70 Aggrieved Employees who worked a total of 2,176 PAGA Pay Periods.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

1 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the
2 Gross Settlement Amount, the Administrator will mail checks for all Individual Class
3 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
4 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
5 Litigation Expenses Payment, and the Class Representative Service Payment.
6 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
7 Payment and the Class Representative Service Payment shall not precede disbursement of
8 Individual Class Payments and Individual PAGA Payments.

9 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
10 Individual PAGA Payments and send them to the Class Members via First Class
11 U.S. Mail, postage prepaid. The face of each check shall prominently state the
12 date (not less than 180 days after the date of mailing) when the check will be
13 voided. The Administrator will cancel all checks not cashed by the void date. The
14 Administrator will send checks for Individual Class Payments to all Participating
15 Class Members (including those for whom Class Notice was returned undelivered).
16 The Administrator will send checks for Individual PAGA Payments to all
17 Aggrieved Employees including Non-Participating Class Members who qualify as
18 Aggrieved Employees (including those for whom Class Notice was returned
19 undelivered). The Administrator may send Participating Class Members a single
20 check combining the Individual Class Payment and the Individual PAGA Payment.
21 Before mailing any checks, the Administrator must update the recipients' mailing
22 addresses using the NCOA database.

23 4.4.2. The Administrator must conduct a Class Member Address Search for all other
24 Class Members whose checks are returned undelivered without a United States
25 Postal Service ("USPS") forwarding address. Within 7 days of receiving a
26 returned check the Administrator must re-mail checks to the USPS forwarding
27 address provided or to an address ascertained through the Class Member Address
28 Search. The Administrator need not take further steps to deliver checks to Class

Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

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

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

5. **RELEASES OF CLAIMS.**

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all Defendant's payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. **Plaintiff's Release.**

5.1.1. **Scope of Plaintiff's Release.** Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2, below. ("Plaintiff's Release.") Plaintiff's Release does not

1 extend to any claims or actions to enforce this Agreement, or to any claims for
2 vested benefits, unemployment benefits, disability benefits, social security benefits,
3 workers' compensation benefits that arose at any time, or based on occurrences
4 outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
5 or law different from, or in addition to, the facts or law that Plaintiff now knows or
6 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
7 remain effective in all respects, notwithstanding such different or additional facts or
8 Plaintiff's discovery of them.

9 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
10 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
11 rights, and benefits, if any, of Section 1542 of the California Civil Code, which
12 reads:

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

16 5.2. Release by Participating Class Members: Upon tender of the Gross Settlement Amount
17 and the Defendant's share of payroll taxes to the Administrator, all Settlement Class
18 Members will be bound by a release of all claims against the Released Parties as follows:
19 all claims, causes of action and factual or legal theories that were alleged on behalf of
20 Settlement Class Members in the Action, or reasonably could have been alleged based on
21 the facts and legal theories contained in the Operative Complaint or any subsequent
22 complaint. The release will be as to the Released Parties.

23 5.3. Release by Class Members Who Are Aggrieved Employees: Upon tender of the Gross
24 Settlement Amount and the Defendant's share of payroll taxes to the Administrator,
25 Plaintiff and the State of California, and anyone purporting to act on its behalf, will release
26 all claims for civil penalties under PAGA, based on the facts and Labor Code sections that
27 were alleged or reasonably could have been alleged in Plaintiff's PAGA letter and the
28 Operative Complaint. The release will be as to the Released Parties.

1 **6. MOTION FOR PRELIMINARY APPROVAL.**

2 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary
3 Approval”) that complies with the Court’s current checklist for preliminary approvals, to the extent the
4 Court maintains such a checklist.

5 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
6 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
7 notice, and memorandum in support, of the Motion for Preliminary Approval that includes
8 an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA
9 Settlement under Labor Code § 2699(f)(2)); (ii) a Preliminary Approval Order and
10 approval of PAGA settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration
11 from the Administrator attaching its “not to exceed” bid for administering the Settlement
12 and attesting to its willingness to serve; competency; operative procedures for protecting
13 the security of Class Data; amounts of insurance coverage for any data breach, defalcation
14 of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
15 interest with Class Members; and the nature and extent of any financial relationship with
16 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff
17 confirming willingness and competency to serve and disclosing all facts relevant to any
18 actual or potential conflicts of interest with Class Members, or the Administrator; and, (vi)
19 a signed declaration from each Class Counsel firm attesting to its competency to represent
20 the Class Members; its timely transmission to the LWDA of all necessary PAGA
21 documents (initial notice of violations (Labor Code § 2699.3(a), Operative Complaint
22 (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)]); and, all facts
23 relevant to any actual or potential conflict of interest with Class Members, and/or the
24 Administrator. Class Counsel shall aver that they are not aware of any other pending
25 matter or action asserting claims that will be extinguished or adversely affected by the
26 Settlement or disclose the existence of any such pending matters. Alternatively, if such
27 other actions are filed between the execution of this Agreement and the filing of the
28 Motion for Preliminary Approval and become known to Class Counsel, Class Counsel will

advise Defense Counsel.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their respective counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

1 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
2 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation §
3 468B-1.

4 7.4. Notice to Class Members.

5 7.4.1. No later than three (3) business days after receipt of the Class Data, the
6 Administrator shall notify Class Counsel that the list has been received and state
7 the number of Class Members, Aggrieved Employees, Workweeks, and PAGA
8 Pay Periods in the Class Data.

9 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
10 after receiving the Class Data, the Administrator will send to all Class Members
11 identified in the Class Data, via first-class USPS mail, the Class Notice with
12 Spanish translation, substantially in the form attached to this Agreement as Exhibit
13 A. The first page of the Class Notice shall prominently estimate the dollar amounts
14 of each Individual Class Payment and/or Individual PAGA Payment payable to the
15 Class Member and/or Aggrieved Employee, and the number of Workweeks and
16 PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing
17 Class Notices, the Administrator shall update Class Member addresses using the
18 NCOA database.

19 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
20 returned by the USPS as undelivered, the Administrator shall re-mail the Class
21 Notice using any forwarding address provided by the USPS. If the USPS does not
22 provide a forwarding address, the Administrator shall conduct a Class Member
23 Address Search, and re-mail the Class Notice to the most current address obtained.
24 The Administrator has no obligation to make further attempts to locate or send
25 Class Notice to Class Members whose Class Notice is returned by the USPS a
26 second time.

27 7.4.4. The deadlines for Class Members’ written objections, challenges to Workweeks
28 and/or pay periods, and Requests for Exclusion will be extended an additional 14

1 days beyond the 60 days otherwise provided in the Class Notice for all Class
2 Members whose notices are re-mailed. The Administrator will inform the Class
3 Member of the extended deadline with the re-mailed Class Notice.

4 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
5 discovers any persons who believe they should have been included in the Class
6 Data and should have received Class Notice, the Parties will expeditiously meet
7 and confer in person or by telephone, and in good faith, in an effort to agree on
8 whether to include them as Class Members. If the Parties agree, such persons will
9 be Class Members entitled to the same rights as other Class Members, and the
10 Administrator will send, via email or overnight delivery, a Class Notice requiring
11 them to exercise options under this Agreement not later than 14 days after receipt
12 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

13 7.5. Requests for Exclusion (Opt-Outs).

14 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of
15 the Settlement must send the Administrator, by fax, email, or mail, a signed written
16 Request for Exclusion not later than 60 days after the Administrator mails the Class
17 Notice (plus an additional 14 days for Class Members whose Class Notice is re-
18 mailed). A Request for Exclusion is a letter from a Class Member or his/her
19 representative that reasonably communicates the Class Member's election to be
20 excluded from the Class portion of the Settlement and includes the Class Member's
21 name, address and email address or telephone number. To be valid, a Request for
22 Exclusion must be timely faxed, emailed, or postmarked by the Response
23 Deadline.

24 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
25 fails to contain all the information specified in the Class Notice. The Administrator
26 shall accept any Request for Exclusion as valid if the Administrator can reasonably
27 ascertain the identity of the person as a Class Member and the Class Member's
28 desire to be excluded. The Administrator's determination shall be final and not

1 appealable or otherwise susceptible to challenge. If the Administrator has reason to
2 question the authenticity of a Request for Exclusion, the Administrator may
3 demand additional proof of the Class Member's identity. The Administrator's
4 determination of authenticity shall be final as to the Parties, but a Class Member
5 whose Request for Exclusion is rejected by the Administrator may present a
6 challenge to that determination to the Court.

7 7.5.3. Every Class Member who does not submit a timely and valid Request for
8 Exclusion is deemed to be a Participating Class Member under this Agreement,
9 entitled to all benefits and bound by all terms and conditions of the Settlement,
10 including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3
11 of this Agreement, regardless whether the Participating Class Member actually
12 receives the Class Notice or objects to the Settlement.

13 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
14 Non-Participating Class Member and shall not receive an Individual Class
15 Payment or have the right to object to the class action components of the
16 Settlement. Because future PAGA claims are subject to claim preclusion upon
17 entry of the Judgment, Non-Participating Class Members who are Aggrieved
18 Employees are deemed to release the claims identified in Paragraph 5.3 of this
19 Agreement and are eligible for an Individual PAGA Payment.

20 7.6. Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member
21 shall have 60 days after the Administrator mails the Class Notice (plus an additional 14
22 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class
23 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class
24 Notice. The Class Member may challenge the allocation by communicating with the
25 Administrator via fax, email or mail. The Administrator must encourage the challenging
26 Class Member to submit supporting documentation. In the absence of any contrary
27 documentation, the Administrator is entitled to presume that the Workweeks contained in
28 the Class Notice are correct so long as they are consistent with the Class Data. The

Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final as to the Parties (although Defendant shall retain the right to correct erroneous Class Data if subsequently discovered), but a Class Member whose Workweek and/or PAGA Pay Period challenge is rejected by the Administrator may present the same evidence supporting the Workweek and/or PAGA Pay Period challenge to the Court for review. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney at their own expense to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline.

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

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the

1 Preliminary Approval Order, the Class Notice, the motion for final approval, the
2 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses
3 Payment and Class Representative Service Payment, the Final Approval and the
4 Judgment. The Administrator will also maintain and monitor an email address and
5 a toll-free telephone number to receive Class Member calls, faxes and emails.

6 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
7 promptly review on a rolling basis Requests for Exclusion to ascertain their
8 validity. Not later than 5 days after the expiration of the deadline for submitting
9 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
10 Defense Counsel containing (a) the names of Class Members who have timely
11 submitted valid Requests for Exclusion (“Exclusion List”).

12 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
13 reports to Class Counsel and Defense Counsel that, among other things, tally the
14 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
15 Requests for Exclusion (whether valid or invalid) received, objections received,
16 and challenges to Workweeks and/or PAGA Pay Periods received and/or resolved
17 (“Weekly Report”). The Weekly Reports must include provide the Administrator’s
18 assessment of the validity of Requests for Exclusion and attach copies of all
19 Requests for Exclusion and objections received. In addition to the Weekly Reports,
20 the Administrator shall report to the Parties when it has completed the initial
21 distribution of the Individual Class Payments and Individual PAGA Payments to
22 all individuals with valid addresses.

23 7.8.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the
24 authority to address and make decisions consistent with the terms of this
25 Agreement on all Class Member challenges over the calculation of Workweeks
26 and/or PAGA Pay Periods as addressed in section 7.6 of this Agreement.

27 7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which
28 Plaintiff is required to file the Motion for Final Approval of the Settlement, the

1 Administrator will provide to Class Counsel and Defense Counsel, a signed
2 declaration suitable for filing in Court attesting to its due diligence and compliance
3 with all of its obligations under this Agreement, including, but not limited to, its
4 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing
5 of Class Notices, attempts to locate Class Members, the total number of Requests
6 for Exclusion from Settlement it received (both valid or invalid), the number of
7 written objections and attach the Exclusion List. The Administrator will
8 supplement its declaration as needed or requested by the Parties and/or the Court.
9 Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

10 7.8.6. Final Report by Administrator. Within 10 days after the Administrator disburses
11 all funds in the Gross Settlement Amount, the Administrator will provide Class
12 Counsel and Defense Counsel with a final report detailing its disbursements by
13 employee identification number only of all payments made under this Agreement.
14 At least 15 days before any deadline set by the Court, the Administrator will
15 prepare, and submit to Class Counsel and Defense Counsel, a signed declaration
16 suitable for filing in Court attesting to its disbursement of all payments required
17 under this Agreement. Class Counsel is responsible for filing the Administrator's
18 declaration in Court.

19
20 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**

21 Based on its records, Defendant estimates that, as of the date of the Settlement, (1) there were 110 Class
22 Members and 8,928 Total Workweeks during the Class period and (2) there were 70 Aggrieved
23 Employees who worked 2,176 Pay Periods during the PAGA Period. If the number of actual Workweeks
24 at the close of the Class Period is more than 10% higher than the estimated workweeks (i.e., exceeds 9,820
25 work weeks), Defendant may, at its election, opt to (a) increase the Gross Settlement Amount in the exact
26 proportionate amount as to any additional work weeks over 10% (i.e., 12% more workweeks than
27 estimated will result in a 2% proportionate increase in the Gross Settlement Amount) or (b) end the Class
28 Period on the date that the total work weeks equals 9,820 Workweeks.

1 **9. DEFENDANT’S RIGHT TO WITHDRAW.**

2 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of
3 all Class Members, Defendant may, but is not obligated to, withdraw from the Settlement. The Parties
4 agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect
5 whatsoever, and that neither Party will have any further obligation to perform under this Agreement;
6 provided, however, Defendant will remain responsible for paying all Settlement administration expenses
7 incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not
8 later than ten (10) days after the Administrator sends the final Exclusion List to Defense Counsel; late
9 elections will have no effect.

10
11 **10. MOTION FOR FINAL APPROVAL.**

12 Not later than 16 court days before the calendared Final Approval Hearing, Class Counsel will file in
13 Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA
14 settlement under Labor Code § 2699(l), a Proposed final approval order and a proposed Judgment
15 (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense
16 Counsel not later than ten days prior to filing the Motion for Final Approval. Class Counsel and Defense
17 Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
18 disagreements concerning the Motion for Final Approval.

19 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
20 a Participating Class Member, including the right to file responsive documents in Court no
21 later than five court days prior to the Final Approval Hearing, or as otherwise ordered or
22 accepted by the Court.

23 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
24 Approval on any material change to the Settlement (including, but not limited to, the scope
25 of release to be granted by Class Members), the Parties will expeditiously work together in
26 good faith to address the Court’s concerns by revising the Agreement as necessary to
27 obtain Final Approval. The Court’s decision to award less than the amounts requested for
28 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross

Settlement Amount remains unchanged.

11. AMENDED JUDGMENT.

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

12. ADDITIONAL PROVISIONS.

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

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys,

1 accountants, or spouses, all of whom will be instructed to keep this Agreement
2 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
3 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
4 response to an inquiry or subpoena issued by a state or federal government agency. Each
5 Party agrees to immediately notify each other Party of any judicial or agency order,
6 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and
7 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
8 other communication, before the filing of the Motion for Preliminary Approval, with any
9 third party regarding this Agreement or the matters giving rise to this Agreement except to
10 respond only that “the matter was resolved,” or words to that effect. This paragraph does
11 not restrict Class Counsel’s communications with Class Members in accordance with Class
12 Counsel’s ethical obligations owed to Class Members.

13 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
14 employees will not solicit any Class Member to opt out of or object to the Settlement, or
15 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
16 Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s
17 ethical obligations owed to Class Members.

18 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
19 together with its attached exhibits shall constitute the entire agreement between the Parties
20 relating to the Settlement, superseding any and all oral representations, warranties,
21 covenants, or inducements made to or by any Party.

22 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
23 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
24 appropriate action required or permitted to be taken by such Parties pursuant to this
25 Agreement to effectuate its terms, and to execute any other documents reasonably required
26 to effectuate the terms of this Agreement including any amendments to this Agreement.

27 12.6. Cooperation. The Parties and their respective counsel will cooperate with each other and
28 use their best efforts, in good faith, to implement the Settlement by, among other things,

1 modifying the Settlement Agreement, submitting supplemental evidence and
2 supplementing points and authorities as requested by the Court. In the event the Parties are
3 unable to agree upon the form or content of any document necessary to implement the
4 Settlement, or on any modification of the Agreement that may become necessary to
5 implement the Settlement, the Parties will seek the assistance of a mediator and/or the
6 Court for resolution.

7 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
8 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
9 encumber to any person or entity and portion of any liability, claim, demand, action, cause
10 of action, or right released and discharged by the Party in this Settlement.

11 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
12 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
13 relied upon as such within the meaning of United States Treasury Department Circular 230
14 (31 CFR Part 10, as amended) or otherwise.

15 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
16 modified, changed, or waived only by an express written instrument signed by all Parties
17 or their representatives, and approved by the Court.

18 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
19 benefit of, the successors of each of the Parties.

20 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
21 governed by and interpreted according to the internal laws of the state of California,
22 without regard to conflict of law principles.

23 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
24 this Agreement. This Agreement will not be construed against any Party on the basis that
25 the Party was the drafter or participated in the drafting.

26 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
27 during Action and in this Agreement relating to the confidentiality of information shall
28 survive the execution of this Agreement.

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
H. Scott Leviant (SBN 200834)
hsleviant@moonlawgroup.com
Mariam Ghazaryan (SBN 341119)
mghazaryan@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., Floor 31
Los Angeles, California 90017

Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To Defendant:

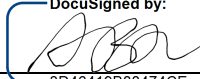
Patrick S. Moody (SBN 156928)
pmoody@theemployerslawfirm.com
Catherine M. Houlihan (SBN 312113)
choulihan@theemployerslawfirm.com
BARSAMIAN & MOODY
1141 West Shaw Avenue, Suite 104
Fresno, California 93711
Telephone: (559) 248-2360
Facsimile: (559) 248-2370

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff & Class Representative:

Dated: July 2, 2024

DocuSigned by:

3D46419B88474CE
By: _____
Anthony Becerra Rios

Plaintiff's Counsel:

Dated: July 2, 2024

MOON LAW GROUP, PC

By: 
Kane Moon
H. Scott Leviant
Mariam Ghazaryan
Attorneys for Plaintiff

Defendant:

Dated: July 9, 2024

ORO LOMA PROCESSING, LP

By: Michael Z. Rhyne

Print Name

DocuSigned by:

Michael Z. Rhyne

950C0EB511534F8...

Signature

Authorized Signatory

Title

Defendant's Counsel:

Dated: July 10, 2024

BARSAMIAN & MOODY, PC

By:

Ron Barsamian

Patrick S. Moody

Catherine Houlihan

Attorneys for Defendant