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individually, and on behalf of all others  
similarly situated and aggrieved

*[Additional counsel next page]*

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

MARIA MERCADO, an individual, on behalf  
of herself and all others similarly situated and  
aggrieved,

Plaintiff,

vs.

OWB PACKERS, LLC, a California Limited  
Liability Company; ONE WORLD  
VENTURES, LLC DBA ONE WORLD  
BEEF, a California Limited Liability  
Company; and DOES 1 through 25, inclusive,

Defendants.

Case No. 37-2022-00050243-CU-OE-  
CTL

**STIPULATION OF CLASS ACTION  
SETTLEMENT AND RELEASE OF  
CLAIMS**

Complaint Filed: December 15, 2022

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7 OWB PACKERS, LLC and ONE WORLD  
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## **STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS**

IT IS HEREBY STIPULATED, by and among Plaintiff MARIA MERCADO, on behalf of herself and the Settlement Class Members on the one hand, and Defendants OWB Packers, LLC and One World Ventures LLC (collectively, “Defendants” or “OWB”), on the other hand, subject to the approval of the Court, that the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Class Action Settlement Agreement (“Agreement”), and subject to the definitions, recitals and terms set forth herein, which by this reference become an integral part of this Agreement.

## DEFINITIONS

1. “Action” means the matter of *Mercado v. OWB Packers, LLC, et al.* initially filed on December 15, 2022, in San Diego County Superior Court (SDSC Case No. 37-2022-00050243-CU-OE-CTL).

2. “Certified Workweek Amount” means 181,238 workweeks, which is the estimated, extrapolated total number of Workweeks for all Class Members from December 15, 2018 to February 29, 2024.

3. “Class Counsel” means Carney R. Shegerian, Anthony Nguyen, and Cheryl A. Kenner of Shegerian & Associates, Inc.

4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action, as well as costs incurred in connection with the Action. The Class Counsel Award shall be paid from the Gross Settlement Amount after Court approval.

5. “Class Information” means information regarding Settlement Class Members that Defendants will in good faith compile from their records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member’s full name; last known address; last known home telephone number; Social Security Number; and the number of total workweeks worked by the Settlement Class Member as a nonexempt employee for Defendants during the Class Period (“Qualifying Class Workweeks”), and for PAGA Members where applicable, during the PAGA Period (“Qualifying PAGA Workweeks”).

1           6.       “Class Member(s)” means all current and former nonexempt employees who  
2 worked for OWB Packers, LLC and One World Ventures LLC in California during the Class  
3 Period beginning four years prior to the filing of this Complaint, i.e., December 15, 2018 through  
4 February 29, 2024.

5           7.       “Class Notice” means the Notice of Pendency of Class Action Settlement,  
6 including the Notice of Estimated Individual Settlement Payment, (substantially in the form  
7 attached as **Exhibit A**) in English and Spanish.

8           8.       “Class Payment Ratio” means the respective Qualifying Class Workweeks for each  
9 Settlement Class Member divided by the sum of Total Class Weeks Worked for all Settlement  
10 Class Members.

11          9.       “Class Period” means the period from December 15, 2018 through February 29,  
12 2024.

13          10.      “Class Release” and/or “Released Claims” mean all claims, rights, demands,  
14 liabilities, and causes of action, whether statutory, in tort, contract, or otherwise, alleged in the  
15 operative Complaint in this Action or that could have been reasonably alleged based on the facts  
16 pleaded in the operative Complaint in this Action, arising during the period from December 15,  
17 2018 through February 29, 2024, including but not limited to claims under the California Labor  
18 Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other  
19 provisions of law, for failure to pay wages (including minimum wages, overtime and double time  
20 wages based on any theory of liability including but not limited to the failure to properly calculate  
21 the regular rate of pay, unpaid donning and doffing time, time in security checkpoints), failure to  
22 provide, pay and/or properly accrue sick time, failure to provide compliant meal periods and  
23 associated premium pay, failure to provide compliant rest periods and associated premium pay,  
24 failure to reimburse all necessary, business-related expenses, failure to provide suitable seating,  
25 failure to provide compliant wage statements, failure to timely pay wages upon termination of  
26 employment, failure to timely pay wages during employment, failure to maintain requisite payroll  
27 records, and unfair or unlawful business practices in violation of California Business and  
28 Professions Code § 17200, *et seq.* “Class Release” also includes any claims, rights, demands,

liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Settlement Class.

11. "Class Representative Enhancement Award" means the amount that the Court authorizes to be paid to Plaintiff in addition to her Individual Settlement Payment, in recognition of her efforts and work in prosecuting the Action on behalf of the Class Members. Subject to the Court granting final approval of this Settlement Agreement, and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of the Class Representative Enhancement Payment of Five Thousand Dollars and Zero Cents (\$5,000.00).

12. "Court" means the Superior Court of the State of California, for the County of San Diego.

13. "Defendants" mean collectively, OWB Packers, LLC and One World Ventures LLC.

14. "Defense Counsel" means Nicole M. Shaffer and Kelli M. Dreger of Jackson Lewis P.C.

15. "Effective Date" means the date the Court's order approving the settlement and judgment thereon ("Judgment") becomes final. For purposes of the Settlement Agreement, the Court's Judgment "becomes final" when all of the following events have occurred: (i) this Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the notice has been given to the Settlement Class, providing them with an opportunity to dispute information contained in the Notices of Settlement Payment, to opt out of the Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Settlement Class and approving this Settlement; and (v) the later of the following events: sixty-five (65) calendar days following entry of the Court's final order approving the Settlement; or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) calendar days following entry of the Court's final order approving the Settlement, then when any appeal, writ

1 or other appellate proceeding opposing the Settlement has been resolved finally and conclusively  
2 with no right to pursue further remedies or relief.

3 16. “General Release Payment” means the amount to be paid to Plaintiff as  
4 consideration for her general release of all claims arising out of her employment with Defendants.  
5 Subject to the Court granting final approval of this Settlement Agreement and subject to the  
6 exhaustion of any and all appeals, Plaintiff will request Court approval of General Release  
7 Payments of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00).

8 17. “Gross Settlement Amount” means  
9 Three Million Dollars and Zero Cents (\$3,000,000.00). Other than Defendants’ payment of  
10 employer payroll taxes required by law, the aggregate amount owed by Defendants in settlement  
11 of this lawsuit shall not exceed Three Million Dollars and Zero Cents (\$3,000,000.00).

12 18. “Individual Settlement Payment” means the amount payable from the Net  
13 Settlement Amount to: (a) each Settlement Class Member who does not submit a valid Request  
14 for Exclusion from this Settlement after the reduction for the employee’s share of taxes and  
15 withholdings with respect to the amount allocated as wages (“Individual Class Settlement  
16 Payment”); and/or (b) each PAGA Member (“Individual PAGA Settlement Payment”).

17 19. “LWDA Letters” are the letters dated October 7, 2022 and December 7, 2023 that  
18 Plaintiff, through her counsel, submitted to Defendants and the California Labor & Workforce  
19 Development Agency pursuant to the Private Attorneys General Act of 2004.

20 20. “Net Settlement Amount” means the Gross Settlement Amount, less Class Counsel  
21 Award of Attorneys’ Fees and Costs, Class Representative Enhancement Award, General Release  
22 Payment, PAGA Payment, and Settlement Administrator Costs.

23 21. “PAGA Member(s)” means all current and former nonexempt employees who  
24 worked for Defendants OWB Packers, LLC and One World Ventures LLC in California during  
25 the PAGA Period of October 7, 2021 through February 29, 2024.

26 22. “PAGA Payment” means a payment of Seventy-five Thousand Dollars and Zero  
27 Cents (\$75,000.00) made to the California Labor and Workforce Development Agency in  
28 exchange for the release of claims under the Private Attorneys General Act of 2004, which

1 represents 75% of the One Hundred Thousand Dollars and Zero Cents (\$100,000.00) total  
2 awarded to PAGA.

3 23. "PAGA Payment Ratio" means the respective Qualifying PAGA Workweeks for  
4 each Settlement Class Member divided by the sum of Total PAGA Weeks Worked for all  
5 Settlement Class Members.

6 24. "PAGA Period" means the period from October 7, 2021 through February 29,  
7 2024.

8 25. "PAGA Released Claims" means that the State of California, and each PAGA  
9 Member who would pursue a representative action on behalf of the State of California, will be  
10 deemed to have released the Released Parties, including their respective pension, profit sharing,  
11 savings, health, and other employee benefit plans of any nature, from all claims for PAGA and  
12 California Labor Code section 558 penalties during the PAGA Period that were alleged in the  
13 operative Complaint in this Action, alleged in any of the LWDA Letters, or could have been  
14 reasonably alleged based on the facts pleaded in the operative Complaint in this Action or LWDA  
15 Letters, including but not limited to claims based on the California Labor Code, California  
16 Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for  
17 failure to pay wages (including minimum wages, overtime and double time wages based on any  
18 theory of liability including but not limited to the failure to properly calculate the regular rate of  
19 pay, unpaid donning and doffing time, time in security checkpoints), failure to provide, pay and/or  
20 properly accrue sick time, failure to provide compliant meal periods and associated premium pay,  
21 failure to provide compliant rest periods and associated premium pay, failure to reimburse all  
22 necessary, business-related expenses, failure to provide suitable seating, failure to provide  
23 compliant wage statements, failure to timely pay wages upon termination of employment, failure  
24 to timely pay wages during employment, failure to maintain requisite payroll records. In light of  
25 the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior*  
26 *Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Members who exclude themselves from the Class  
27 Settlement shall still receive their pro-rata share of the twenty-five percent (25%) of PAGA  
28 settlement (i.e., the \$25,000.00), to be calculated by the Settlement Administrator.

1           26.     “Participating Class Member” means any Settlement Class Member who does not  
2 opt out of the Settlement by submitting a valid and timely Request for Exclusion.

3           27.     “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean  
4 either Plaintiff or Defendants.

5           28.     “Plaintiff” and “Class Representative” mean Maria Mercado.

6           29.     “Qualifying Class Workweeks” means the total number of Workweeks during  
7 which a Settlement Class Member worked for Defendants as a nonexempt employee during the  
8 Class Period. A partial workweek will be counted as a full workweek.

9           30.     “Qualifying PAGA Workweeks” means the total number of Workweeks during  
10 which a Settlement Class Member worked for Defendants as a nonexempt employee during the  
11 PAGA Period. A partial pay period will be counted as a full pay period.

12          31.     “Released Parties” means OWB Packers, LLC and One World Ventures LLC as  
13 well as their past and present officers, directors, shareholders, managers, members, employees,  
14 agents, principals, spouses, heirs, representatives, accountants, insurers, auditors, consultants, and  
15 Defendants’ successors, assigns and predecessors in interest, subsidiaries, affiliates, parents and  
16 attorneys.

17          32.     “Request for Exclusion” means a Settlement Class Member’s signed, written  
18 request to be excluded or “opt out” of the Settlement.

19          33.     “Response Deadline” means the date sixty (60) calendar days after the Settlement  
20 Administrator mails the Notice to Settlement Class Members and the last date on which  
21 Settlement Class Members may postmark written Requests for Exclusion, Notices of Objection  
22 to the Settlement, and workweek disputes. No extensions will be provided for any Notice Packets  
23 that must be re-mailed to Settlement Class Members, as this 60-day period factors in additional  
24 time in the instance Notice Packets are re-mailed to Settlement Class Members.

25          34.     “Settlement” means the disposition of the Action pursuant to this Agreement.

26          35.     “Settlement Administration Costs” means the amount to be paid to the Settlement  
27 Administrator from the Gross Settlement Amount for administration of this Settlement, not to  
28

1 exceed Twenty Thousand Dollars and Zero Cents (\$21,000.00), subject to good faith quotes  
2 obtained by Class Counsel.

3 36. "Settlement Administrator" means CPT Group, Inc., or any other third-party class  
4 action settlement administrator agreed to by the Parties and approved by the Court for the purposes  
5 of administering this Settlement.

6 37. "Settlement Class Members" means Class Members and all PAGA Members.

7 38. "Total Class Weeks Worked" means the aggregate total number of Workweeks  
8 worked by all Settlement Class Members during the Class Period.

9 39. "Total PAGA Weeks Worked" means the aggregate total number of Workweeks  
10 worked by Settlement Class Members during the PAGA Period.

11 40. "Workweek" means any regular workweek in which the Settlement Class Member  
12 worked on one or more calendar days.

### 13 **RECITALS**

14 41. Procedural History. On December 15, 2022, Plaintiff filed a class and  
15 representative action against Defendants for various wage and hour violations, including (1)  
16 failure to provide meal periods; (2) failure to provide rest breaks; (3) failure to pay minimum  
17 wages; (4) failure to pay overtime wages; (5) failure to furnish timely and accurate wage  
18 statements; (6) failure to pay all wages upon separation; (7) failure to maintain required records;  
19 (8) violation of California's unfair competition law; and (9) for civil penalties under PAGA.  
20 Defendants deny each and every one of the allegations asserted in Plaintiff's operative Complaint.

21 Contingent upon execution of this Agreement and stipulation signed by the Court, Plaintiff  
22 shall file a First Amended Complaint against Defendants alleging the following wage and hour  
23 violations: (1) failure to provide meal periods; (2) failure to provide rest breaks; (3) failure to pay  
24 minimum wages; (4) failure to pay overtime wages; (5) failure to furnish timely and accurate  
25 wage statements; (6) failure to pay all wages upon separation; (7) failure to reimburse all  
26 necessary, business-related expenses; (8) failure to provide suitable seating; (9) failure to maintain  
27 required records; (10) violation of California's unfair competition law; and (11) for civil penalties  
28 under PAGA.

1 The Parties agreed early in the case to mediate this Action in an effort to avoid the high  
2 cost of litigation and on the condition that Defendants would provide sufficient information to  
3 allow Class Counsel to conduct a thorough evaluation of the claims and damages at issue in this  
4 case. Defendants produced information including their compensation and policy documents, as  
5 well as a 20% sampling of time and corresponding payroll records pertaining to Class Members.

6 Following an exchange of informal discovery and additional investigation of claims to be  
7 added to the First Amended Complaint, the Parties participated in a private mediation with the  
8 experienced and respected mediator, Tagore Subramaniam, Esq. of the Mediation Office of  
9 Jeffrey Krivis, on November 27, 2023. The Parties settled as to all material terms for this  
10 Settlement at the conclusion of the mediation via mediator's proposal presented at the mediation.

11 While Defendants are confident of a positive outcome on the merits, it has concluded that  
12 the future costs and expenses involved in continuing litigation would be significant. For that  
13 reason, Defendants have agreed to a settlement to eliminate any further expenses, attorneys' fees,  
14 and risks associated with further litigation of this Action.

15 Class Counsel has conducted a thorough investigation into the facts of the Actions,  
16 including a thorough review of relevant documents, and has diligently pursued an investigation  
17 of the claims of the Class against Defendants, including those to be added to the First Amended  
18 Complaint. Based on their own independent investigation and evaluation, Class Counsel are of  
19 the opinion that the Gross Settlement Amount is fair, reasonable, adequate, and in the best interest  
20 of the Class in light of all known facts and circumstances.

21 42. Class Certification. The Parties stipulate and agree to the certification of this  
22 Action for purposes of this Settlement only. Should the Settlement not become final and effective  
23 as herein provided, class certification shall immediately be set aside and the Settlement Class  
24 immediately decertified. The Parties' willingness to stipulate to class certification as part of the  
25 Settlement shall have no bearing on, and shall not be admissible in or considered in connection  
26 with, the issue of whether a class should be certified in a non-settlement context in this Action  
27 and shall have no bearing on, and shall not be admissible or considered in connection with, the  
28 issue of whether a class should be certified in any other lawsuit.

1 That said, in the event the Settlement fails to be approved or otherwise fails to be  
2 consummated for any reason whatsoever, including but not limited to the Judgment not becoming  
3 final, then Defendants retain all rights and defenses previously available to it, and any provisional  
4 certification of any class, or the adoption of any procedure or any ruling made pursuant to the  
5 terms contained herein, shall be undone and the Parties restored to their pre-settlement status as  
6 if no settlement had been reached and no decisions were made pursuant to it, except as otherwise  
7 expressly provided herein. In that event, nothing in this Settlement Agreement or other papers or  
8 proceedings related to the settlement shall be used as evidence or argument by any party, including  
9 any Settlement Class Members who opt out, concerning whether or not the Action may properly  
10 be maintained as a class action pursuant to California state law.

#### 11 **TERMS OF AGREEMENT**

12 43. Class Release/PAGA Released Claims. It is the desire of the Class Representative,  
13 Participating Class Members, and Defendants to fully, finally, and forever settle, compromise,  
14 and discharge, to the maximum permitted by law, all disputes and claims arising from or related  
15 to this Action. Upon full funding of the Gross Settlement Amount, except as to such rights or  
16 claims as may be created by this Settlement Agreement, all Class Members who do not submit a  
17 valid and timely written Request of Exclusion, fully release and discharge the Released Parties  
18 from all Released Claims, whether known or unknown, during the Class Period. Class  
19 Representative and PAGA Members, and the Labor & Workforce Development Agency, by and  
20 through Plaintiff as an agent and proxy of the Labor & Workforce Development Agency, will be  
21 deemed to have released the PAGA Released Claims, and will be barred from bringing or  
22 prosecuting any of the PAGA Released Claims against the Released Parties. No PAGA Member  
23 may pursue the same PAGA claims in an individual or representative capacity that are released  
24 herein in another action.

25 44. Tax Liability. The Parties make no representations as to the tax treatment or legal  
26 effect of the payments called for hereunder, and Settlement Class Members shall not rely on any  
27 statement or representation by the Parties or by the Settlement Administrator in this regard.  
28

- 1 a. Withholding and Reporting Requirements. The Settlement Administrator shall  
2 be responsible for ensuring that all taxes associated with the Agreement are  
3 properly calculated and timely paid to the appropriate tax authorities. To verify  
4 the Settlement Administrator's compliance with the foregoing reporting  
5 requirements, as soon as administratively practicable, the Settlement  
6 Administrator shall furnish Defense Counsel with copies of all forms detailing  
7 the payment of taxes (including all 1099 returns) sufficient to prove that such  
8 payments were properly remitted. The Settlement Administrator shall provide,  
9 if Defendants so choose, a final accounting adequate to demonstrate full  
10 compliance with all tax withholding, payment and reporting obligations.
- 11 b. Payroll Taxes. Employer payroll taxes required by law, including but not  
12 limited to employer FICA, FUTA, and SUTA contributions, shall not be paid  
13 from the Gross Settlement Amount. The Settlement Administrator shall  
14 calculate all employer payroll taxes owed on the Individual Settlement  
15 Payments allocated to wages, and will report that total amount to Defendants  
16 within five (5) days of the Effective Date. Defendants shall remit to the  
17 Settlement Administrator the amount of employer payroll taxes owed in  
18 addition to the Gross Settlement Amount remittance. The Settlement  
19 Administrator shall timely pay the taxes to the appropriate tax authorities.
- 20 c. No Tax Advice. Each Participating Class Member shall be responsible for any  
21 local, state, or federal taxes that may be assessed or owing with respect to the  
22 proceeds from this settlement that Class Members receive. Neither Defendants,  
23 Plaintiffs, Class Counsel, nor Defense Counsel intend anything contained in  
24 this Settlement to constitute legal advice regarding the taxability of any amount  
25 paid hereunder, nor shall anything in this Settlement be relied upon as such.  
26 Participating Class Members agree to make no claims against Defendants for  
27 any payment or non-payment of taxes or regarding or relating to the reporting  
28 of the payment described in this Agreement, if any, to any taxing authorities.

1 d. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this  
2 section, the “Acknowledging Party” and each Party to this Agreement other  
3 than the Acknowledging Party, an “Other Party”) acknowledges and agrees  
4 that (1) no provision of this Agreement, and no written communication or  
5 disclosure between or among the Parties or their attorneys and other advisers,  
6 is or was intended to be, nor shall any such communication or disclosure  
7 constitute or be construed or be relied upon as, tax advice within the meaning  
8 of United States Treasury Department circular 230 (31 CFR part 10, as  
9 amended); (2) the Acknowledging Party (a) has relied exclusively upon his,  
10 her or its own, independent legal and tax counsel for advice (including tax  
11 advice) in connection with this Agreement, (b) has not entered into this  
12 Agreement based upon the recommendation of any other party or any attorney  
13 or advisor to any Other Party, and (c) is not entitled to rely upon any  
14 communication or disclosure by any attorney or adviser to any Other Party to  
15 avoid any tax penalty that may be imposed on the Acknowledging Party; and  
16 (3) no attorney or adviser to any Other Party has imposed any limitation that  
17 protects the confidentiality of any such attorney’s or adviser’s tax strategies  
18 (regardless of whether such limitation is legally binding) upon disclosure by  
19 the Acknowledging Party of the tax treatment or tax structure of any  
20 transaction, including any transaction contemplated by this Agreement.

21 45. Notice and Preliminary Approval of Settlement. As part of this Settlement,  
22 Plaintiff will request that the Court: (a) grant preliminary approval of the Settlement, (b) certify a  
23 Settlement Class, (c) approve distribution of Notice to Settlement Class Members, and (d) grant  
24 final approval of the Settlement. Plaintiff shall request a hearing before the Court to obtain  
25 preliminary approval of the Settlement. In conjunction with the hearing, Plaintiff will submit this  
26 Agreement, which sets forth the terms of this Settlement, and will include a proposed Notice, as  
27 necessary to implement the Settlement.  
28

1           46.    Notice of Settlement to LWDA. Simultaneously with filing the Preliminary  
2 Approval Motion, Class Counsel will submit a copy of this Settlement to the LWDA, as required  
3 by Labor Code Section 2699(1)(2).

4           47.    Settlement Administration. Within fifteen (15) calendar days after the Court grants  
5 preliminary approval of this Agreement, Defendants shall provide to the Settlement Administrator  
6 with the Class Information for purposes of mailing the Notice to Settlement Class Members.

7           a.    Notice by First Class U.S. Mail with Business Reply Mail Postage. Upon  
8 receipt of the Class Information, the Settlement Administrator will perform a  
9 search based on the National Change of Address Database to update and correct  
10 any known or identifiable address changes. Within ten (10) business days after  
11 receiving the Class Information from Defendants as provided herein, the  
12 Settlement Administrator shall mail copies of the Notice to all Settlement Class  
13 Members via regular First-Class U.S. Mail. The Settlement Administrator shall  
14 exercise its best judgment to determine the current mailing address for each  
15 Settlement Class Member. The address identified by the Settlement Administrator  
16 as the current mailing address shall be presumed to be the best mailing address for  
17 each Settlement Class Member.

18          b.    Undeliverable Notices. Any Notice returned to the Settlement  
19 Administrator as undeliverable on or before the Response Deadline shall be re-  
20 mailed to the forwarding address affixed thereto. If no forwarding address is  
21 provided, the Settlement Administrator shall promptly attempt to determine a  
22 correct address by use of skip-tracing, or other search using the name, address  
23 and/or Social Security number of the respective Settlement Class Member, and  
24 shall then perform a re-mailing, if another mailing address is identified by the  
25 Settlement Administrator. If a Settlement Class Member's Notice is returned to  
26 the Settlement Administrator more than once as non-deliverable on or before the  
27 Response Deadline, then an additional Notice need not be re-mailed and the  
28 Settlement Class Member is deemed to have received Notice. The Settlement

1 Administrator shall email a Settlement Class Member's Notice upon request and  
2 proper verification by the Settlement Class Member or his or her counsel, provided  
3 a valid email address is given.

4 c. No Claim Form Necessary. All Settlement Class Members who do not  
5 request to be excluded from the Settlement will receive Individual Settlement  
6 Payments from the Net Settlement Amount; submission of a claim form is not  
7 necessary to receive an Individual Settlement Payment. The estimated Individual  
8 Settlement Payments will be stated in the Notice. This Settlement is non-  
9 reversionary.

10 d. Disputes Regarding Individual Settlement Payments. Settlement Class  
11 Members will have the opportunity, should they disagree with Defendants' records  
12 regarding their respective Qualifying Class Workweeks and/or Qualifying PAGA  
13 Workweeks in the Notice, to provide documentation and/or an explanation to  
14 correct the information and seek modification of their estimated Individual  
15 Settlement Payments. The Qualifying Class Workweeks and Qualifying PAGA  
16 Workweeks provided by Defendants shall be presumed to be correct, unless the  
17 Settlement Class Member provides documentation and/or an explanation to show  
18 otherwise. A Settlement Class Member challenging their number of Qualifying  
19 Class Workweeks and/or Qualifying PAGA Workweeks must submit their dispute  
20 by the Response Deadline.

21 i. If there is a dispute by a Class Member to his or her Qualifying Class  
22 Workweeks and/or by a PAGA Member to his or her Qualifying PAGA  
23 Workweeks, the Settlement Administrator will timely notify the Parties  
24 and request that Defendants confirm that the disputing Settlement Class  
25 Member's Qualifying Class Workweeks and/or Qualifying PAGA  
26 Workweeks are accurate, or, alternatively, warrant an adjustment.  
27 Defendants agree to provide confirmation of the disputing Settlement  
28 Class Member's Qualifying Class Workweeks and/or Qualifying

PAGA Workweeks to the Settlement Administrator within five (5) court days of receiving notification of the dispute.

ii. The Settlement Administrator retains the ultimate authority to determine the eligibility for and amount of any Individual Settlement Payment under the terms of this Agreement, and this determination shall be final and binding upon the Settlement Class Members and Parties.

e. Disputes Regarding Administration of Settlement. Any disputes not resolved concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

f. Requests for Exclusion. The Notice shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a written Request for Exclusion by the Response Deadline or, if applicable, Extended Response Deadline. The written Request for Exclusion: (1) must contain the name, address, telephone number and the last four digits of the Social Security number and/or the Employee ID number of the person requesting exclusion, (2) must be signed by the Settlement Class Member; (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address; and (4) must describe the Settlement Class Member's intent to request exclusion, opt out, or words to that effect. If a signed Request for Exclusion is not timely submitted stating the name and address of the Settlement Class Member, it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the return mailing envelope of the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. However, if the date of the postmark is illegible, the Settlement Administrator shall take the earliest postmark date of other items it receives in the

1 mail that day. Any Settlement Class Member who requests to be excluded from  
2 the Settlement Class will not be entitled to any recovery under the Settlement and  
3 will not be bound by the terms of the Settlement or have any right to object, appeal  
4 or comment thereon. Settlement Class Members who fail to submit a valid and  
5 timely written Request for Exclusion on or before the Response Deadline shall be  
6 bound by all terms of the Settlement and any Judgment entered in this Action, if  
7 the Settlement is finally approved by the Court.

8 i. No later than twenty-one (21) calendar days after the Response  
9 Deadline, the Settlement Administrator shall provide counsel for Defendants  
10 with a complete list of the names of all Settlement Class Members who have  
11 timely submitted written Requests for Exclusion. Defendants also agree to  
12 provide Plaintiff and/or the Court the names of those Settlement Class  
13 Members who timely request exclusion from the Settlement if ordered by the  
14 Court for purposes of approving the Settlement or facilitating the  
15 administration of the Settlement.

16 ii. On a weekly basis, the Settlement Administrator shall provide the  
17 parties with a weekly reporting including the total valid and timely Requests  
18 for Exclusion, as well as the Qualifying Class Workweeks and Qualifying  
19 PAGA Workweeks associated with those Class Members.

20 g. Objections. The Notice shall state that Settlement Class Members who  
21 wish to object to the Settlement may mail to the Settlement Administrator a written  
22 statement of objection (“Notice of Objection”) by the Response Deadline. The date  
23 of the postmark on the return envelope shall be the exclusive means for  
24 determining that a Notice of Objection was timely submitted. However, if the date  
25 of the postmark is illegible, the Settlement Administrator shall take the earliest  
26 postmark date of other items it receives in the mail that day. The Notice of  
27 Objection must be signed by the Settlement Class Member and state: (1) the full  
28 name, address, and telephone number of the Settlement Class Member; (2) the last

1 four digits of the Settlement Class Member's Social Security number and/or the  
2 Employee ID number; (3) the basis for the objection; and (4) whether he/she  
3 intends to appear at the final approval hearing. However, a failure to express an  
4 intention of appearing or an intention of not appearing at the final approval hearing  
5 shall not preclude the Settlement Class Member from being heard at the final  
6 approval hearing. Class Counsel shall include all objections received and  
7 Plaintiff's response(s) with Plaintiff's motion for final approval of the Settlement.  
8 Class Counsel shall not represent any Settlement Class Members with respect to  
9 any such objections.

10 h. No Solicitation of Settlement Objections or Exclusions. The Parties agree  
11 to use their best efforts to carry out the terms of this Settlement. At no time shall  
12 any of the Parties or their counsel seek to solicit or otherwise encourage Settlement  
13 Class Members to submit either Notices of Objection to the Settlement or Requests  
14 for Exclusion from the Settlement, or to appeal from the Court's Final Judgment.

15 i. Class Members Who Submit Both a Settlement Objection and Exclusion:  
16 If a Settlement Class Member submits a timely Objection and a timely Request for  
17 Exclusion, the Settlement Administrator shall contact the Settlement Class  
18 Member to determine whether the Settlement Class Member wishes to participate  
19 in the Settlement but interpose an Objection or whether the Class Member wishes  
20 to be excluded from the Settlement. In the event the Settlement Administrator  
21 cannot reach the Class Member to clarify the situation, the later-postmarked  
22 Request for Exclusion or Objection shall be deemed valid and operative; and if the  
23 Request for Exclusion and Objection bear the same postmark date, the Objection  
24 shall be deemed valid and operative.

25 48. Funding and Allocation of Gross Settlement Amount. Within thirty (30) calendar  
26 days of the Effective Date, Defendants shall provide the Gross Settlement Amount to the  
27 Settlement Administrator. Payments from the Gross Settlement Amount shall be made, as  
28 specified in this Agreement and approved by the Court, for: (1) Individual Settlement Payments

1 to Settlement Class Members who do not request to be excluded, (2) Class Representative  
2 Enhancement Award, (3) General Release Payment, (4) Class Counsel Award, (5) PAGA  
3 Payment, and (6) the Settlement Administration Costs. Defendants' share of employer taxes on  
4 the wage portion of the Individual Settlement Payments will be paid in addition to the Gross  
5 Settlement Amount in the manner set forth in paragraph 43 of this Agreement.

6 a. Gross Settlement Amount. The Gross Settlement Amount was calculated  
7 with, and is premised on, the understanding that the Class comprises  
8 approximately 181,238 workweeks from December 15, 2018 through February 29,  
9 2024, defined herein as the Certified Workweek Amount. If the Certified  
10 Workweek Amount increases by 5% or more, the Net Settlement Amount shall be  
11 increased by the same proportion as the increase less 5% (e.g., if the number of  
12 workweeks stated in this paragraph increases by 6%, the Net Settlement Amount  
13 shall increase 1%). In the event this clause is triggered on or before February 29,  
14 2024, Defendants shall have the ability to shorten the Class Period, at their sole  
15 discretion, at any point prior to preliminary approval to limit the workweeks to  
16 190,300 workweeks.

17 b. Individual Settlement Payments. Individual Settlement Payments will be  
18 paid from the Net Settlement Amount and shall be paid pursuant to the terms set  
19 forth herein. Individual Settlement Payments shall be mailed by regular First-Class  
20 U.S. Mail to the respective Settlement Class Member's last known mailing address  
21 within fourteen (14) calendar days after Defendants provide the full Gross  
22 Settlement Amount to the Settlement Administrator for disbursement under this  
23 Agreement. Individual Class Settlement Payments will be allocated as follows: 33  
24 1/3% as wages, 33 1/3% as penalties, and 33 1/3% as interest. The 33 1/3% wage  
25 portion shall be subject to all applicable payroll tax withholdings and shall be  
26 reported on an IRS Form W-2; the remaining 66 2/3% portion shall not be subject  
27 to tax withholding and shall be reported on an IRS Form 1099. Individual PAGA  
28 Settlement Payments shall be allocated as follows: 100% as penalties and as such,

1 shall not be subject to tax withholding and shall be reported on an IRS Form 1099.  
2 Any checks issued to Settlement Class Members shall remain valid and negotiable  
3 for one hundred and eighty (180) days from the date of their issuance.

4 c. Calculation of Individual Class Settlement Payments. Defendants will  
5 provide the Qualifying Class Workweeks for all Settlement Class Members. The  
6 Settlement Administrator will then take respective Qualifying Class Workweeks  
7 for each Settlement Class Member and divide this number by the Total Class  
8 Weeks Worked for all Settlement Class Members who do not opt out, resulting in  
9 the Class Payment Ratio for each Settlement Class Member. Each Settlement Class  
10 Member's Class Payment Ratio is then multiplied by the Net Settlement Amount  
11 allocated to the Class Settlement to determine his or her Individual Settlement  
12 Payment. Each Individual Class Settlement Payment will be reduced by any  
13 legally-mandated tax deductions for each Settlement Class Member, except for the  
14 employer's share of payroll taxes. With the exception of the Class Representative  
15 Enhancement Award for the Class Representative and the General Release  
16 Payment to Plaintiff, Settlement Class Members are not eligible to receive any  
17 compensation under the Settlement other than their Individual Class Settlement  
18 Payment or Individual PAGA Settlement Payment.

19 d. PAGA Payment. One Hundred Thousand Dollars and Zero Cents  
20 (\$100,000.00) shall be allocated to the release of Plaintiff's PAGA claim. From  
21 that allocation, the Settlement Administrator shall make the PAGA Payment to the  
22 California Labor and Workforce Development Agency in the amount of Seventy-  
23 five Thousand Dollars and Zero Cents (\$75,000.00). The PAGA Payment will be  
24 paid from the Gross Settlement Amount within fourteen (14) calendar days after  
25 Defendants provides the full Gross Settlement Amount to the Settlement  
26 Administrator for disbursement under this Agreement. The remaining Twenty-  
27 five Thousand Dollars and Zero Cents (\$25,000.00) of the amount allocated to the  
28 PAGA Released Claims shall be paid PAGA Members regardless of whether they

request to be excluded from the Settlement. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Members who exclude themselves from the Class Settlement shall still receive their pro-rata share of the twenty-five percent (25%) of PAGA settlement (i.e., the \$25,000.00), to be calculated in the manner set forth in paragraph 47(d) below.

e. Calculation of Individual PAGA Settlement Payments. Defendants will provide the total Qualifying PAGA Workweeks for each PAGA Member. The Settlement Administrator will then take the respective Qualifying PAGA Workweeks for each PAGA Member, and this number will be divided by the Total PAGA Weeks Worked, resulting in the PAGA Payment Ratio for each PAGA Member. Each PAGA Member's PAGA Payment Ratio will then be multiplied by the Twenty-five Thousand Dollars and Zero Cents (\$25,000.00) allocated to the PAGA Released Claims allocated to PAGA Members to calculate each PAGA Member's estimated Individual PAGA Settlement Payment. The Settlement Administrator will issue the appropriate tax forms to each PAGA Member.

f. Payments to any individual who is both a Participating Class Member and a PAGA Member shall be made in a single check.

g. Second Notice and Uncashed Settlement Checks. If settlement checks remain uncashed after one hundred and thirty (130) calendar days from their issuance, a reminder postcard, in English and Spanish, will be sent to those Settlement Class Members with uncashed checks, advising them to cash the check or request a replacement check. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining uncashed for more than one hundred and eighty (180) calendar days after issuance, plus any accrued interest in the Settlement Administrator's qualified settlement fund that has not otherwise been distributed, will be tendered

to the California State Controller's Office's Unclaimed Property Division in the name of the Participating Class Member.

h. Class Representative Enhancement Award. Subject to Court approval, in exchange for the release of all Released Claims, as described below, and for her time, effort, and risk in bringing and prosecuting this matter, Plaintiff Michelle Santos shall be paid up to Five Thousand Five Hundred Dollars and Zero Cents (\$5,000.00), subject to Court approval. The Class Representative Enhancement Award shall be paid to Plaintiff from the Gross Settlement Amount no later than fourteen (14) calendar days after Defendants provide the full Gross Settlement Amount to the Settlement Administrator for disbursement under this Agreement. Any portion of the requested Class Representative Enhancement Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff for her Class Representative Enhancement Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Class Representative Enhancement Award and shall hold harmless Defendants and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Award. The Class Representative Enhancement Award shall be in addition to the Plaintiff's Individual Settlement Payment as a Settlement Class Member.

i. General Release Payment to Plaintiff. The General Release Payment shall be paid to Plaintiff from the Gross Settlement Amount no later than fourteen (14) calendar days after Defendants provides the full Gross Settlement Amount to the Settlement Administrator for disbursement under this Agreement.

j. General Release by Plaintiff. In light of the General Release Payment defined herein, Plaintiff agrees to personally release, in addition to the Class Release and PAGA Released Claims, any and all complaints, claims, liabilities,

1 obligations, promises, agreements, controversies, damages, costs, losses, debts and  
2 expenses (including attorneys' fees and costs actually incurred), of any nature  
3 whatsoever, including but not limited to the claims made in this Action, claims  
4 arising from the California Constitution; Title VII of the Civil Rights Act of 1964  
5 (42 U.S.C. § 2000e); the California Fair Employment and Housing Act (Cal. Govt.  
6 Code § 12900 *et seq.*); the California Labor Code, the Americans with Disabilities  
7 Act; the Age Discrimination in Employment Act (29 U.S.C. §§ 621-633a); PAGA;  
8 and claims of intentional infliction of emotional distress; defamation and/or libel,  
9 or any other damage to reputation claims; breach of implied contract or for claims  
10 of a breach of the covenant of good faith and fair dealing, as well as any other  
11 express or implied covenant; or any other statute or common law principle of  
12 similar effect, known or unknown, which Plaintiff may have against any Released  
13 Parties to this Action arising from any acts, events, or circumstances occurring on  
14 or before the effective date of this Settlement Agreement. As to the foregoing  
15 claims, Plaintiff expressly waives the benefits of California Civil Code section  
16 1542, which provides:

17  
18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT  
19 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR  
20 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF  
21 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR  
22 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER  
23 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

24  
25 k. Class Counsel Award. Defendants agree not to oppose or object to any  
26 application or motion by Class Counsel for attorneys' fees not to exceed one-third  
27 of the Gross Settlement Amount, which is currently One Million Dollars and Zero  
28 Cents (\$1,000,000.00) of the Gross Settlement Amount. If the Gross Settlement  
Amount increases, so will Class Counsel's attorneys' fees. Defendants also agree  
not to oppose any application or motion by Class Counsel for the reimbursement  
of actual costs of up to Twenty-Five Thousand Dollars and Zero Cents

1 (\$25,000.00), subject to submission of itemized costs to the Court, associated with  
2 Class Counsel's prosecution of this Action from the Gross Settlement Amount,  
3 and Class Counsel agrees not to appeal any award of attorneys' fees or costs. Any  
4 portion of the requested Class Counsel Award that is not awarded to Class Counsel  
5 shall be part of the Net Settlement Amount and distributed to Settlement Class  
6 Members as provided in this Agreement. So long as there are no objections, Class  
7 Counsel shall be paid any Court-approved fees and costs no later than fourteen (14)  
8 calendar days after Defendants provide the full Gross Settlement Amount to the  
9 Settlement Administrator for disbursement under this Agreement. Class Counsel  
10 shall be solely and legally responsible to pay all applicable taxes on the payment  
11 made pursuant to this paragraph. The Settlement Administrator shall issue an IRS  
12 Form 1099-MISC to Class Counsel for the payments made pursuant to this  
13 paragraph. This Settlement is not contingent upon the Court awarding Class  
14 Counsel any particular amount in attorneys' fees and costs.

15 1. Settlement Administration Costs. The Settlement Administrator shall be  
16 paid for the costs of administration of the Settlement from the Gross Settlement  
17 Amount. The capped cost of administration for this Settlement is Twelve Thousand  
18 Dollars and Zero Cents (\$21,000.00). The Settlement Administrator shall provide  
19 the Parties with a declaration to support the cost of administration. The Settlement  
20 Administrator shall be paid the Settlement Administration Costs no later  
21 than fourteen (14) calendar days after Defendants provide the full Gross  
22 Settlement Amount to the Settlement Administrator for disbursement under this  
23 Agreement. The Settlement Administrator, on Defendants' behalf, shall have the  
24 authority and obligation to make payments, credits and disbursements, including  
25 in the manner set forth herein, to Settlement Class Members and the Internal  
26 Revenue Service, calculated in accordance with the methodology set out in this  
27 Agreement and orders of the Court.  
28

1 i. The Parties agree to cooperate in the Settlement Administration  
2 process and to make all reasonable efforts to control and minimize the cost  
3 and expenses incurred in administration of the Settlement. The Parties each  
4 represent they do not have any financial interest in the Settlement  
5 Administrator or otherwise have a relationship with the Settlement  
6 Administrator that could create a conflict of interest.

7 ii. The Settlement Administrator shall be responsible for: processing  
8 and mailing payments and associated W-2, 1099, or other tax forms to the  
9 Plaintiff, Class Counsel, Settlement Class Members, the Internal Revenue  
10 Service, the California Labor and Workforce Development Agency,  
11 California State Treasury, the Unclaimed Property Division of the  
12 California State Controller Office, and/or any other appropriate  
13 government authorities, including forwarding all payroll taxes,  
14 contributions, and withholdings to the appropriate government authorities.  
15 The Settlement Administrator shall also be responsible for translating the  
16 Class Notice into Spanish, printing, and mailing the Notice to the  
17 Settlement Class Members, as directed by the Court; receiving and  
18 reporting the Requests for Exclusion and Notices of Objection submitted  
19 by Settlement Class Members; properly calculating and completing all tax  
20 reporting, withholdings, and payments to the Internal Revenue Service  
21 and/or appropriate tax authorities on a timely basis; providing  
22 declaration(s) and reports as necessary in support of preliminary and final  
23 approval of this Settlement and upon completion of this Settlement; and  
24 other tasks as the Parties mutually agree or the Court orders the Settlement  
25 Administrator to perform both before and after distribution of the Gross  
26 Settlement Amount. The Settlement Administrator shall keep the Parties  
27 timely apprised of the performance of all Settlement Administrator  
28 responsibilities.

1                   iii. No person shall have any claim against Defendants, Defense  
2                   Counsel, Plaintiff, Settlement Class Members, Class Counsel or the  
3                   Settlement Administrator based on distributions and payments made in  
4                   accordance with this Agreement.

5           49. Declarations by Settlement Administrator. The Settlement Administrator shall  
6           submit a declaration in support of Plaintiff's Motion for Preliminary Approval of this Settlement  
7           detailing its qualifications, experience, and estimated costs for administration of this Settlement.  
8           The Settlement Administrator shall submit a declaration in support of Plaintiff's Motion for Final  
9           Approval of this Settlement detailing the number of Notices mailed and re-mailed to Settlement  
10          Class Members, the number of undeliverable Notices, the number of timely Requests for  
11          Exclusion, the number of timely and late objections received, if any, the amount of the average  
12          Individual Settlement Payment and maximum and minimum Individual Settlement Payments, the  
13          Settlement Administration Costs, and any other information as the Parties mutually agree or the  
14          Court orders the Settlement Administrator to provide. If the Motion for Final Approval is filed  
15          prior to the Response Deadline, the Settlement Administrator shall, if requested to do so, submit  
16          a Supplemental Declaration following the Response deadline, updating the information set forth  
17          above. Upon distribution of settlement funds to all recipients, within thirty (30) days after the  
18          check stale date, the Settlement Administrator shall submit to Class Counsel a Declaration of  
19          Compliance detailing the payment of all settlement funds, including the number of checks  
20          negotiated and corresponding dollar value, the number of checks not negotiated and  
21          corresponding dollar value, the completion of the forwarding of the value(s) of the uncashed  
22          checks to the Unclaimed Property Division, and the payment of funds to Class Counsel and to the  
23          LWDA.

24          50. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration  
25          of the Response Deadline, with the Court's permission, a Final Approval/Settlement Fairness  
26          Hearing shall be conducted to determine final approval of the Settlement along with the amount  
27          properly payable for (i) the Class Counsel Award, (ii) the Class Representative Enhancement  
28          Award, (iii) Individual Settlement Payments, (iv) the Settlement Administration Cost, and (v) the

1 PAGA Payment. Upon granting final approval of the Settlement, the Court shall also enter a Final  
2 Judgment and Order implementing the Releases set forth in this Agreement, as well as the General  
3 Release by Plaintiff contained in paragraph 48(j) of this Agreement as to Plaintiff. Settlement  
4 Class Members shall be provided with notice of the Final Judgment and Order under California  
5 Rule of Court 3.771(b), and the Settlement Administrator shall include with each settlement award  
6 a notice on the check stub advising the Class Members that the Court entered a Final Judgment,  
7 the date of the Judgment, and that Class Members may obtain a copy of the Judgment upon request  
8 from the Settlement Administrator. Pursuant to California Rule of Court 3.769(h), after granting  
9 final approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the  
10 Judgment.

11 51. Notice of Final Approval to the LWDA. Within ten (10) calendar days of entry of  
12 the final approval order and judgment, Class Counsel shall submit a copy of such order to the  
13 LWDA, as required by Labor Code section 2699(1)(3).

14 52. Omitted Class Members. If additional individuals not originally included on the  
15 Class List provided to the Settlement Administrator are discovered after Class Notices have been  
16 distributed and no later than ten (10) calendar days before Plaintiff is ordered to file her Motion  
17 for Final Approval, Defendants shall, in good faith, immediately make a determination as to  
18 whether those individuals should be deemed Settlement Class Members and entitled to participate  
19 in the Settlement. If Defendants determine that the omitted individual is a Settlement Class  
20 Member, the third-party administrator shall mail the individual a Class Notice as provided in  
21 paragraph 47(a) and recalculate the Individual Settlement Payments of all Settlement Class  
22 Members by the formula set forth herein to include any additional Qualifying Class Workweeks  
23 and/or Qualifying PAGA Workweeks pertaining to each Omitted Class Member. The Omitted  
24 Class Member will have until the calendar day before Individual Settlement Payments are mailed  
25 by the third-party administrator as provided in paragraph 47(a) of this Agreement to submit a  
26 Request for Exclusion or Objection. If additional individuals not originally included on the Class  
27 List are discovered later than thirty-five (35) days before the Effective Date, those individuals  
28 shall not be deemed Settlement Class Members, will not receive payment, and will not release

claims against Defendants or Released Parties. In the event there is a dispute regarding the Total Qualifying Class Workweeks and/or Total Qualifying PAGA Workweeks worked by the Omitted Class Member, the provisions of paragraph 46(d) of this Agreement shall govern the dispute.

53. Revocation of Settlement Agreement. Defendants, at their sole discretion, shall have the right but not the obligation to revoke the Settlement Agreement if fifteen percent (15%) or more of the Class Members timely submit a valid Request for Exclusion from the Class. Defendants shall exercise their revocation rights, if at all, within fourteen (14) days of the Response Deadline by providing written notice to Plaintiff's counsel. In the event Defendants elect to revoke the settlement under this provision, Defendants shall be solely responsible for any and all Settlement Administration Costs incurred.

54. Nullification of Settlement Agreement. In the event: (i) the Court does not enter an order for preliminary approval; (ii) the Court does not enter an order for final approval; (iii) the Court does not enter a Final Judgment, (iv) the Effective Date is not triggered, (v) Defendants elect to revoke the Settlement Agreement as defined in paragraph 53, or (vi) the Settlement does not become final, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such case, Defendants shall not make any payment under this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Plaintiff, on one hand, and Defendants, on the other hand, in equal shares, except for the scenario in (v) described in the preceding sentence. For avoidance of doubt, the preceding sentence applies to all instances the Settlement Agreement is nullified except for the event in which Defendants elect to revoke the Settlement Agreement as described in paragraph 53, because in that instance, Defendants shall be solely responsible for all fees already incurred by the Settlement Administrator. If Defendants, however, fail to fully fund the Settlement, Defendants shall be solely responsible for any fees already incurred by the Settlement Administrator.

55. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and

shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiff or Settlement Class Members.

56. Publicity. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for either party receives an inquiry about the settlement from the media or other attorneys, counsel may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendants from making any required disclosure.

57. No Admission by Defendants. Defendants deny any and all claims alleged in this Action and denies all wrongdoing whatsoever. This Agreement is not a concession or admission of any liability or wrongdoing by Defendants, and it shall not be used against Defendants as an admission with respect to any claim of fault, concession or omission by Defendants.

58. Exhibits and Headings. The terms of this Agreement include the terms set forth in the attached exhibit, which is incorporated by this reference as though fully set forth herein. The exhibit to this Agreement is an integral part of the Settlement; however, the terms of this Agreement control in case of conflict. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only.

59. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

60. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and also must be approved by the Court.

61. Entire Agreement. This Agreement constitutes, including **Exhibit A**, the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its exhibit other than the representations, warranties and covenants contained and memorialized in the Agreement and its exhibit.

1           62.     Authorization to Enter into Settlement Agreement. Counsel for the Parties warrant  
2 and represent they are expressly authorized by the Party whom they each represent to negotiate  
3 this Agreement and to take all appropriate actions required or permitted to be taken by such Parties  
4 pursuant to this Agreement to effectuate its terms, and to execute any other documents required  
5 to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each  
6 other and use their best efforts to effect the implementation of the Settlement. In the event the  
7 Parties are unable to reach an agreement on the form or content of any document needed to  
8 implement the Settlement, or on any supplemental provisions that may become necessary to  
9 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve  
10 such disagreement. The person signing this Agreement on behalf of Defendants represent and  
11 warrants that he/she is authorized to sign this Agreement on behalf of Defendants. The person  
12 signing this Agreement on behalf of Plaintiff represents and warrants that he/she is authorized to  
13 sign this Agreement and that he/she has not assigned any claim, or part of a claim, covered by this  
14 Settlement to a third-party.

15           63.     Binding on Successors and Assigns. This Agreement shall be binding upon, and  
16 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

17           64.     California Law Governs. All terms of this Agreement and the exhibit hereto shall  
18 be governed by and interpreted according to the laws of the State of California.

19           65.     Counterparts. This Agreement may be executed in one or more counterparts. All  
20 executed counterparts together shall be deemed to be one and the same instrument.

21           66.     This Settlement Is Fair, Adequate and Reasonable. The Parties believe this  
22 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this  
23 Settlement after extensive arm's-length negotiations, taking into account all relevant factors,  
24 present and potential.

25           67.     Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h),  
26 the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,  
27 implementation and enforcement of the terms of this Agreement and all orders and judgments  
28 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction

1 of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied  
2 in this Agreement and all orders and judgments entered in connection therewith.

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

7 **PLAINTIFF**

8 Date: 02/01/2024

  
Maria Mercado (Feb 1, 2024 12:17 PST)  
Maria Mercado

11 **CLASS COUNSEL**  
Shegerian & Associates, Inc.

13 Date: 02/01/2024

  
Cheryl A. Kenner  
Attorneys for Plaintiff

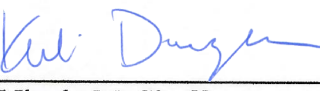
16 **DEFENDANTS**

18 Date: 2/07/2024

  
~~Armand Nicholi, CFO~~ **ERIC BRANOT, CEO**  
OWB Packers, LLC and One World Ventures  
LLC

21 **DEFENDANTS' COUNSEL**  
Jackson Lewis P.C.

23 Date: February 8, 2024

  
Nicole M. Shaffer  
Kelli Dreger  
Derek Sutter  
Denise G.S. MacMurray  
Attorneys for Defendants