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

VANESSA K. MARQUEZ, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

COASTAL PACIFIC FOOD DISTRIBUTORS,
INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No.: CIVSB2308038

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE**

1 This Class Action Settlement Agreement and Stipulation is entered into between COASTAL
2 PACIFIC FOOD DISTRIBUTORS, INC. (“Defendant”) and Plaintiff VANESSA K. MARQUEZ
3 (“Named Plaintiff”) in the Action (as defined below).

4 **DEFINITIONS**

5 1. Action. The “Action” means the class action complaints and charges in the
6 lawsuit entitled *Vanessa K. Marquez, et al. v. Coastal Pacific Food Distributors, Inc.*, filed in the
7 Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2308038.

8 2. Agreement. “Agreement” shall refer to the instant Class Action Settlement
9 Agreement and Stipulation.

10 3. Class Counsel. “Class Counsel” shall mean LAVI & EBRAHIMIAN, LLP,
11 including Joseph Lavi, Vincent Granberry, Eric J. Naessig, and all lawyers affiliated with this firm

12 4. Class Members, the Class, and Participating Class Members. “Class Members”
13 and “Class” shall mean all current or former hourly-paid or non-exempt employees of Defendant who
14 worked for Defendant within the State of California at any time during the Class Period. “Participating
15 Class Members” means all Class Members other than those who opt out (see Paragraphs 20 and 58.d).

16 5. Class Notice. “Class Notice” means the document mutually agreed upon by the
17 Parties and approved by the Court to be sent to the Class and PAGA Members in English and Spanish
18 following preliminary approval that includes the scope of release language for Settled Claims and
19 Settled PAGA Claims, notifies Class Members and PAGA Members of the Settlement, explains the
20 Settlement and Class Members’ options, including how Class Members may opt out or object to the
21 Settlement, and explains the facts and methods based on which the Class Member’s and PAGA
22 Members’ estimated settlement payments are calculated, substantially in the form attached hereto as
23 “**Exhibit A**”.

24 6. Class Period. “Class Period” means June 1, 2022 through November 1, 2024
25 (“Class Period”).

26 7. The Court. The “Court” refers to this Court or other court or courts that will
27 approve the Agreement in this Action, whether individually or together.

1 8. Day. “Day” or “days” refers to a calendar day(s) unless otherwise stated. If any
2 designated date or deadline falls on a weekend or federal legal holiday, the designated date or deadline
3 will occur on the next business day.

4 9. Defendant. “Defendant” means COASTAL PACIFIC FOOD
5 DISTRIBUTORS, INC.

6 10. Effective Date. “Effective Date” of this Agreement means the first business
7 day following the last of the following occurrences: (i) sixty-one (61) days following the date the Court
8 enters an Order Granting Final Approval, assuming no appeal is filed; or (ii) if a Class Member timely
9 intervenes or files a motion to vacate the Judgment, or objects or otherwise challenges the Settlement,
10 and files a timely appeal, then the date of final resolution of that appeal (including any requests for
11 rehearing and/or petitions for *certiorari*), resulting in final and complete judicial approval of the
12 Settlement in its entirety, with no further challenge to the Settlement being possible. Defendant shall
13 deposit all sums necessary to fund the Settlement after the Effective Date based on the schedule
14 explained in Paragraph 69 of this Agreement. In the event an appeal, writ, motion challenging the
15 judgment or other collateral attack is made after the Effective Date, the funds shall not be distributed
16 until all challenges are resolved in a manner that upholds the Settlement in its entirety and shall be
17 returned if the Agreement is not finally and completely approved in all respects.

18 11. Exclusion Period. The “Exclusion Period” means the time period commencing
19 on the date the Class Notice is mailed to Class Members via First Class U.S. and ending sixty (60)
20 days later on the deadline to submit an Opt Out Request or Objection.

21 12. Final Judgment. “Final Judgment” means the judgment entered and filed by
22 the Court that: (1) finally approves this Agreement and the Settlement and disposes all class issues
23 raised in this Action, bars through collateral estoppel and/or res judicata Participating Class Members
24 from reasserting Settled Claims against Released Parties; (2) finally approves this Agreement and the
25 Settlement and disposes all PAGA issues and claims raised in this Action, bars through collateral
26 estoppel and/or res judicata PAGA Members from reasserting PAGA Claims against Released Parties;
27 and (3) awards and orders the payment of all required amounts pursuant to the terms of this Agreement
28 (approved Class Counsel’s attorneys’ fees and costs, Individual Class Payments to Participating Class

Members and Individual PAGA Payments to PAGA Members, *etc.*). The Final Judgment will constitute a binding and final resolution of any and all claims by Named Plaintiff and all Participating Class Members as to all Settled Claims and all PAGA Members as to all Settled PAGA Claims as set forth in this Agreement.

13. Final Settlement Approval Hearing. “Final Settlement Approval Hearing” means the hearing at which the Court shall consider the motion for final approval of this Settlement and determine whether to fully and finally approve the fairness and reasonableness of this Settlement and Agreement, and enter an order barring through collateral estoppel and/or res judicata Participating Class Members from asserting Settled Claims against Released Parties and all PAGA Members from pursuing Settled PAGA Claims against Released Parties.

14. Funding Payments. “Funding Payment” means the payment(s) remitted to the Settlement Administrator (“SA”) by Defendant following Final Judgment and the Effective Date in full and complete discharge of the entire monetary obligation of Defendant in an amount equal to the GSA and the employer-side taxes, which, as set forth herein, shall satisfy all outstanding and awarded Individual Class Payments, Individual PAGA Payments, attorneys’ fees and costs awarded to Class Counsel, the Named Plaintiff’s enhancement awards as awarded by the Court, outstanding payments to the Settlement Administrator as approved by the Court for settlement administration costs, and the payment to the Labor Workforce Development Agency (or “LWDA”), minus any amounts already paid under the Agreement.

15. Gross Settlement Amount or GSA. “Gross Settlement Amount” or “GSA” means a maximum total payment of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00), payable by Defendant under this Agreement.

16. Last Known Address. “Last Known Address” means the most recently recorded mailing address for a Class Member and/or PAGA Member contained in Defendant’s records.

17. Named Plaintiff. “Named Plaintiff” means Plaintiff Vanessa K. Marquez.

18. Net Settlement Amount or “NSA”. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount less the amounts deducted pursuant to Paragraphs 52a through 52e of

1 this Agreement, including deductions of the amounts awarded to Class Counsel, the enhancement
2 award to the Named Plaintiff, the payment to the LWDA to resolve claims under the PAGA, and the
3 costs awarded for settlement administration owed pursuant to this Agreement.

4 19. Objection. “Objection” means a written request, which a Class Member may
5 submit no later than the last day of the Exclusion Period and in the form specified in Paragraph 59 in
6 order to object to the Settlement, or a personal appearance, or other appearance permitted by the Court,
7 at the final approval hearing to object.

8 20. Opt Out Request. “Opt Out Request” must (1) contain the name, address, and
9 telephone number of the person requesting exclusion; (2) be signed by the Class Member; (3) be timely
10 faxed, emailed, or postmarked within the Exclusion Period [60 days after mailing date] and returned
11 to the Settlement Administrator at the specified address or fax number (see Paragraph 58.d).

12 21. Order of Final Approval or Order Granting Final Approval of Settlement.
13 “Order of Final Approval” or “Order Granting Final Approval of Settlement” or “Final Approval”
14 means the order issued in conjunction with the entry of the Final Judgment to be submitted by the
15 Named Plaintiff together with the Motion for Final Approval of the Settlement for entry and filing by
16 the Court as specified in this Settlement.

17 22. Parties. “Parties” shall mean Named Plaintiff, individually on behalf of herself
18 and on behalf of all Class Members, PAGA Members and interests of the Labor Workforce
19 Development Agency (“LWDA”), and Defendant.

20 23. PAGA Period. “PAGA Period” shall mean June 1, 2022 through
21 November 1, 2024.

22 24. PAGA Member. “PAGA Members” means all current and former hourly-paid
23 or non-exempt employees of Defendant in California employed during the PAGA Period.

24 25. Individual PAGA Payments and PAGA Allocation. Of the Total Settlement
25 Amount, a “PAGA Allocation” in the amount of Sixty Thousand Dollars and Zero Cents (\$60,000.00)
26 shall be paid for the PAGA claims. The “PAGA Workweek Rate” is the \$15,000.00 (*i.e.*, the
27 remainder after subtracting the \$45,000.00 allocated to the LWDA from the \$60,000.00 total amount
28 allocated to the PAGA settlement) divided by the total number of PAGA Workweeks credited to all

1 PAGA Members. Each PAGA Member's Individual PAGA Payment is equal to the PAGA Workweek
2 Rate multiplied by his or her individual PAGA Workweeks pursuant to the records of Defendant.

3 26. PAGA Workweeks. "PAGA Workweeks" means the number of workweeks
4 credited to a PAGA Member during the PAGA Period (for the Settled PAGA Claims), as determined
5 by Defendant's records and as only subject to revision pursuant to this Agreement.

6 27. Parties. "Parties" shall mean Named Plaintiff, individually on behalf of herself
7 and on behalf of all Class Members and PAGA Members and interests of the LWDA, and Defendant.

8 28. Preliminary Approval Order. "Preliminary Approval Order" is the Order
9 entered and filed by the Court that preliminarily approves the terms and conditions of this Agreement,
10 including approval of the Parties' Agreement that specifies the content of notice and manner in which
11 notice will be provided to the Class and responded to by the Class, substantially in the form attached
12 hereto as "**Exhibit B**".

13 29. Released Parties. "Released Parties" means Defendant and its affiliated
14 companies, parents, members, subsidiaries, related companies and business concerns, past and present,
15 including its predecessors and successors, and each of them, as well as each of its insurers, partners,
16 trustees, directors, owners, shareholders, officers, agents, attorneys, servants, joint employers and
17 employees, past and present, and each of them and anyone acting in concert with foregoing.

18 30. Settlement. "Settlement" shall refer to the agreement of the Parties to settle the
19 claims as set forth and embodied in this Agreement.

20 31. Settlement Administrator. "Settlement Administrator" or "SA" shall mean
21 Phoenix Settlement Administrators or such other neutral administrator as chosen by the Parties and
22 approved by the Court (see Paragraph 56a).

23 32. Settled Claims. "Settled Claims" means all claims under state, federal, or local
24 law against Released Parties, arising out of the claims expressly pleaded in the Action and all other
25 claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other
26 provisions of law that were alleged, or reasonably could have been alleged, based on the facts,
27 allegations, assertions and claims in the Operative Complaint, including, (a)-(b) any and all claims
28 involving any alleged failure to pay minimum wage, contract wages, overtime/double-time, or other

1 amounts of wages for failing to “compensate PLAINTIFF and CLASS MEMBERS for all wages
2 earned and all hours worked” (see Cal Labor Code §§ 510, 1194, 1197, 1198; IWC Wage Order No.
3 1-2001, §§ 3-4); (c) Failure to authorize and permit or pay premium payments for rest periods (see
4 Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12); (d) Failure to provide meal periods
5 or pay premium payments for periods (see Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage
6 Order No. 1-2001, § 11); (e) Failure to provide accurate, itemized wage statements (see Labor Code §
7 226(a)); (f) failure to pay wages due to discharged and quitting employees (see Labor Code §§ 201-
8 203); (g) unfair business practices (see Bus. and Prof. Code § 17200, et seq.); and (h) failure to accrue,
9 carry over, permit use of, calculate, pay and display sick leave pay (Labor Code §246). Participating
10 Class Members do not release any other claims, including claims for vested benefits, wrongful
11 termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
12 social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
13 The Parties hereby agree to a release by Plaintiff and the Participating Class Members of the Released
14 Parties of all claims which were or could have been asserted in Plaintiff’s Class Complaint in this
15 Action. Plaintiff agrees not to object to or seek exclusion from the settlement, and further agrees to
16 not appeal any orders preliminarily or finally approving the settlement.

17 33. Settled PAGA Claims. “Settled PAGA Claims” means any and all claims for
18 relief, which PAGA Members and the LWDA and interests held by the state of California are deemed
19 to release, on behalf of themselves and their respective former and present representatives, agents,
20 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
21 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
22 facts stated in the Operative Complaint and the PAGA Notice, including Labor Code sections 201,
23 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and the applicable Wage Orders and: (a)-(b) any and
24 all claims involving any alleged failure to pay minimum wage, contract wages, overtime/double-time,
25 or other amounts of wages for failing to compensate PAGA Members for all wages earned and all
26 hours worked” (see Cal Labor Code §§ 510, 1194, 1197, 1198; IWC Wage Order No. 1-2001, §§ 3-
27 4); (c) Failure to authorize and permit or pay premium payments for rest periods (see Labor Code §§
28 226.7, 512; IWC Wage Order No. 1-2001, § 12); (d) Failure to provide meal periods or pay premium

1 payments for periods (see Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001,
2 § 11); (e) Failure to pay wages during employment (Labor Code §204); (f) Failure to provide accurate,
3 itemized wage statements (see Labor Code § 226(a)); (g) failure to pay wages due to discharged and
4 quitting employees (see Labor Code §§ 201-203); (h) and failure to accrue, carry over, permit use of,
5 calculate, pay and display sick leave pay (Labor Code §246). “Settled PAGA Claims” includes all
6 types of relief available for the above-referenced claims under the PAGA.

7 34. Participating Class Member(s). “Participating Class Member” means all Class
8 Members other than those who have timely and validly submitted Opt Out Requests and thereby
9 excluded themselves from releasing Settled Claims from the Settlement.

10 35. Individual Class Payment. “Individual Class Payment” means a payment
11 pursuant to a Participating Class Member’s pro rata allocation of the NSA as specified in Paragraph
12 52.

13 36. Settlement Proceeds Distribution Deadline. “Settlement Proceeds Distribution
14 Deadline” means a date that is fourteen (14) days after the Funding Payment has been made by
15 Defendant to the Settlement Administrator based on the schedule explained in Paragraph 62 of this
16 Agreement.

17 37. Updated Address. “Updated Address” means a mailing address that was
18 updated by a reasonable address verification measure of the Settlement Administrator or by an updated
19 mailing address provided by the United States Postal Service for a Class Member and/or PAGA
20 Member.

21 38. Class Workweek Rate. “Class Workweek Rate” for the Settled Claims shall
22 mean the amount yielded from dividing the Net Settlement Amount by the total of all Class
23 Workweeks credited to all Participating Class Members during the Class Period.

24 Each Participating Class Member’s Individual Class Payment is equal to his or her individual
25 Class Workweeks during the Class Period multiplied by the Class Workweek Rate. Therefore, the
26 amount of each Participating Class Member’s Individual Class Payment is tied to the number of Class
27 Workweeks that each Participating Class Member worked for Defendant in the State of California in
28 comparison to all Class Workweeks by all Participating Class Members in the State of California

1 during the Class Period. Similarly, for the Settled PAGA Claims, “PAGA Workweek Rate” shall
2 mean the amount yielded from dividing the PAGA Members Allocation by the total of all PAGA
3 Workweeks credited to all PAGA Members during the PAGA Settlement Period.

4 39. Class Workweeks. “Class Workweeks” means the number of calendar
5 workweeks credited to a Class Member during the Class Period, as determined by Defendant’s records
6 and as only subject to revision pursuant to this Agreement.

7 **RECITALS**

8 40. On April 10, 2023, Named Plaintiff Vanessa K. Marquez filed a class action
9 complaint in San Bernardino County Superior Court, Case No. CIVSB2308038 with seven causes of
10 action: (1) failure to pay wages for all hours worked; (2) failure to pay overtime wages for daily
11 overtime worked; (3) failure to authorize or permit meal periods; (4) failure to authorize or permit rest
12 periods; (5) failure to provide complete and accurate wage statements; (6) failure to timely pay all
13 earned wages and final paychecks at separation; and (7) unfair business practices.

14 41. On June 16, 2023, Named Plaintiff filed a separate case in San Bernardino
15 County Superior Court, Case No. CIVSB2313695, with one cause of action under PAGA and stating
16 the same underlying theories of liability as the class action. On August, 5, 2025, Named Plaintiff filed
17 an amended complaint in the class action case that added a cause of action under PAGA. On
18 September 5, 2025, Named Plaintiff dismissed her PAGA action.

19 42. Defendant filed an Answer to the complaint in each action and denied all
20 allegations and claims asserted therein. Defendant denies that it engaged in any misconduct in
21 connection with its wage-and-hour practices and that it has any liability or engaged in wrongdoing of
22 any kind associated with the claims alleged in the Action, including any Settled PAGA Claims.
23 Defendant further contends that it has complied at all times with both federal and state wage-and-hour
24 laws, and all other laws regulating the employer-employee relationship that relate to the employment
25 of Named Plaintiff and the Class and PAGA Members.

26 43. Defendant and Class Counsel, on behalf of Named Plaintiff and the Class and
27 aggrieved employees, attended mediation with Kelly Knight, Esq. on March 26, 2024, which was
28 followed by many months of post-mediation negotiations between the parties. The Parties hereto

1 agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length
2 negotiations between the Parties supervised by an experienced employment law mediator. The Parties
3 agree that the Agreement is entered into in good faith as to each Class Member and PAGA Member
4 and that the Settlement is fair, reasonable and adequate as to each Class Member and PAGA Member.

5 44. This Settlement is fair, reasonable, and adequate, and in the best interest of the
6 Class and PAGA Members and other relevant interests in light of all known facts and circumstances,
7 including the benefits conferred by the Settlement, the risk of significant delay, the uncertainty and
8 risk of the outcome of further litigation, the burdens of proof necessary to establish liability, defenses
9 asserted to the merits, including but not limited to the affirmative defenses asserted as to Participating
10 Class Members, the risks of proceeding on any class claims and PAGA claims, including class
11 certification, the difficulties in establishing damages and penalties, and the numerous potential
12 appellate issues. While Defendant specifically denies any liability or wrongdoing in the Action,
13 Defendant has agreed to enter into this Settlement to avoid the cost and business disruption associated
14 with defending the Action. Defendant has claimed and continues to claim that the Settled Claims and
15 Settled PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise
16 of disputed claims. This Agreement, made and entered into by and between the Named Plaintiff (on
17 behalf of herself and on behalf of the Class Members and PAGA Members and interests of the State
18 of California / LWDA) and Defendant, each with the assistance of their respective counsel or attorneys
19 of record, is intended to fully, finally, and forever settle, compromise and discharge the Settled Claims
20 and Settled PAGA Claims against the Released Parties, subject to the terms and conditions set forth
21 herein.

22 45. Because the Class Case is pled as a class action, this Settlement must receive
23 preliminary and final approval by the Court. Because the PAGA Case is pled as a PAGA action, this
24 Settlement is subject to approval by the Court. Accordingly, the Parties enter into this Agreement on
25 a conditional basis.

26 **TERMS AND CONDITIONS OF SETTLEMENT**

27 NOW THEREFORE, in consideration of the recitals listed above and the promises and
28 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of

1 the consideration and undertakings set forth herein, the Named Plaintiff, individually on behalf of
2 herself and on behalf of the Class Members and PAGA Members and State of California / LWDA
3 interests, on the one hand, and Defendant, on the other hand, agree that the Action shall be, and is
4 finally and fully compromised and settled on the following terms and conditions.

5 46. Non-Admission of Liability. The Parties enter into this Agreement to resolve
6 the dispute that has arisen between them and to avoid the burden, expense and risk of continued
7 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it
8 has: violated any federal, state, or local law; violated any regulations or guidelines promulgated
9 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
10 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
11 any other unlawful conduct with respect to its employees or any other person or entity. Neither this
12 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or
13 proceedings, payouts or other events associated with it, shall be construed as an admission or
14 concession by Defendant of any such violation(s) or failure(s) to comply with any applicable law by
15 Defendant or any Released Parties. Except as necessary in a proceeding to approve, interpret or
16 enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered
17 or received as evidence in any action or proceeding to establish any liability or admission on the part
18 of Defendant or to establish the existence of any condition constituting a violation of, or
19 noncompliance with, federal, state, local or other applicable law. In addition, as set forth in Paragraph
20 70, the Parties intend this Settlement to be contingent upon the preliminary and Final Approval of this
21 Agreement; and in the event Final Approval of this Agreement is not obtained the Parties do not waive,
22 and instead expressly reserve, their respective rights to prosecute and defend this Action as if this
23 Agreement never existed in the event the Settlement is not fully and finally approved as set forth
24 herein. In the event that this Agreement is not approved by the Court, fails to become effective, or is
25 reversed, withdrawn or modified by the Court or any other court with jurisdiction over the Action, the
26 Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be
27 admissible in connection with, further proceedings in this Action, except that the Court may award
28 less than the amounts listed in Paragraph 52a through 52e without impacting the validity and

1 enforceability of this Agreement and the Parties will be returned to their respective positions prior to
2 entering this Agreement.

3 47. Continuing Validity of Arbitration Agreements. The Parties have agreed to
4 settle the Action in Court, including Settled Claims, for the mutual benefit of the Parties and Class
5 Members. This Agreement, the settlement process (including but not limited to motions,
6 correspondences, communications and filings) and proceedings and anything related to them shall
7 have no impact on any individual arbitration agreements between Defendant and any of Defendant's
8 employees, regardless of whether they are Class Members, PAGA Class Members, or otherwise. The
9 submission of Settled Claims to the Court is solely for the purposes settlement and shall not be deemed
10 as an invalidation, waiver, voidance of the arbitration agreements, and shall have no negative impact
11 on their continuing validity. By failing to request exclusion with an Opt Out Request, any Class
12 Member will be deemed to agree to the provisions of this Paragraph.

13 48. Stipulation for Class Certification. The Parties stipulate to the certification of
14 this settlement class for purposes of this Settlement only. If, however, the Settlement does not become
15 final for any reason, the Parties' Agreement shall become null and void *ab initio* and shall have no
16 bearing on, and shall not be admissible in connection with, whether class certification would be
17 appropriate in any other context in this Action.

18 49. Release of Settled Claims. As of the date that the Defendant funds the Funding
19 Payment, Named Plaintiff and all Participating Class Members hereby do and shall be deemed to have
20 fully, finally, and forever released, settled, compromised, relinquished and discharged any and all
21 Settled Claims against any and all Released Parties. The Settlement includes a release of all Settled
22 Claims during the Class Period by Participating Class Members employed at any time during the Class
23 Period.

24 a. The Parties agree for settlement purposes only that, because the Class
25 Members are numerous, it is impossible or impracticable to have each Class Member execute this
26 Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the
27 release and such notice shall have the same force and effect as if the Agreement were executed by
28 each Class Member.

1 b. Named Plaintiff represents, covenants, and warrants that she has not
2 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber
3 to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights
4 herein released and discharged, except as set forth herein.

5 c. The Parties agree that this is a settlement of disputed claims not
6 involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

7 50. Release of Settled PAGA Claims. As of the date that the Defendant funds the
8 Funding Payment, Named Plaintiff on behalf of herself and the State of California, and all PAGA
9 Members hereby do and shall be deemed to have fully, finally, and forever released, settled,
10 compromised, relinquished and discharged any and all of the Released Parties of and from any and all
11 Settled PAGA Claims. The Settlement includes a release of all Settled PAGA Claims during the
12 PAGA Period by PAGA Members employed at any time during the PAGA Period.

13 51. Individual Releases of Claims. In addition to the releases made by the
14 Participating Class Members and PAGA Members set forth in this Agreement, Named Plaintiff
15 releases, as an individual and in addition to the Settled Claims described above, all claims, whether
16 known or unknown, under federal law or state law against the Released Parties. The Parties understand
17 and agree that Named Plaintiff is not, by way of this release, releasing any claims which cannot be
18 released as a matter of law. Notwithstanding the foregoing, Named Plaintiff understands that this
19 release includes unknown claims and that Named Plaintiff is, as a result, waiving all rights and benefits
20 afforded by Section 1542 of the California Civil Code, which provides:

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

25 52. Individual Class Payments and Calculation of Claims. Subject to final Court
26 approval and the conditions specified in this Agreement, and in consideration of the mutual covenants
27 and promises set forth herein, Defendant agrees to make a payment or payments as set forth herein
28

1 totaling an amount of, but not to exceed, Four Hundred Fifty Thousand Dollars and Zero Cents
2 (\$450,000.00) (the “Gross Settlement Amount” or “GSA”). The GSA shall fully satisfy Defendant’s
3 obligations for any and all payments, fees and costs identified in the Agreement, including, but not
4 limited to, any payments to be made to the Named Plaintiff, Participating Class Members, PAGA
5 Members, the LWDA, Class Counsel’s attorneys’ fees and out-of-pocket litigation expenses and costs,
6 and settlement administration costs. Other than employer-side payroll taxes, in no event shall
7 Defendant be required to pay any amounts above the GSA under this Settlement and this Agreement.
8 The Parties agree, subject to Court approval, that the GSA shall be apportioned as follows:

9 a. Attorneys’ Fees. Class Counsel will apply to the Court for an award of
10 attorneys’ fees of no more than one-third (1/3) of the GSA or (\$150,000.00). The attorneys’ fees shall
11 come from and be deducted from the GSA and paid out as set forth herein. Defendant will not oppose
12 such application.

13 b. Attorneys’ Costs. Named Plaintiff shall request approval of payment of
14 up to but not to exceed \$25,000.00 in attorneys’ costs, including any litigation costs, which will be
15 deducted from the GSA and paid out as set forth herein. Defendant will not oppose such application.
16 Attorneys’ fees as specified in the preceding paragraph and costs as specified in this paragraph shall
17 cover all claimed and unclaimed attorneys’ fees, attorneys’ costs and other amounts payable or
18 awardable against Defendant for Class Counsel’s work, effort or involvement in the Action and in
19 carrying out the Agreement and includes any and all work, effort or involvement to carry out the terms
20 of the Agreement and as may be potentially or actually necessary or advisable to defend the Agreement
21 and/or Settlement through appeal, or collateral attack or in any other forum or proceeding. These
22 specified Attorneys’ Fees and Costs shall be the sole payment for attorneys’ fees and costs and,
23 otherwise, the Parties and Class Members and their counsel shall bear their own fees and costs in
24 connection with the Action.

25 c. Administration Fees and Costs. Named Plaintiff will also apply to the
26 Court for approval of Settlement Administration costs in an amount estimated to be up to Seventeen
27 Thousand Dollars and No Cents (\$17,000.00), which will be deducted from the GSA. Defendant will
28 not oppose such application. Named Plaintiff will specify the amount sought for such costs, up to the

1 foregoing maximum, in Named Plaintiff's motions for preliminary and Final Approval of the
2 Settlement.

3 d. Named Plaintiff's Enhancement and General Release Payment. Named
4 Plaintiff will apply to the Court for approval of an enhancement award in an amount not to exceed
5 (\$10,000.00) to be paid to Named Plaintiff, from which fifty percent (50%) shall be deemed
6 consideration for a general release and from which fifty percent (50%) shall be for assuming the risks
7 associated with this litigation (including for assuming the risks in the PAGA case). Defendant will
8 not oppose such applications. The enhancement awards are included in, and shall be deducted from,
9 the GSA.

10 e. PAGA Allocation and Payments. Pursuant to California Labor Code
11 Section 2698, *et seq.*, the Parties designate the PAGA Allocation in the amount of Sixty Thousand
12 Dollars and Zero Cents (\$60,000.00) of the GSA to resolve any PAGA claims (including payment for
13 Named Plaintiff's claims on her own behalf and on behalf of all PAGA Members for penalties under
14 the PAGA and payment to the LWDA).

15 i. The "LWDA Allocation" means 75% of that PAGA Allocation
16 amount, equaling \$45,000.00. The LWDA Allocation will be paid out of the GSA.. In the event the
17 LWDA refuses to accept the above amount in full for all civil penalties to PAGA Members in
18 connection with the civil penalty claims alleged in this Action, or in the event the LWDA or anyone
19 on its behalf otherwise challenges the above allocation or the Settlement, the parties shall work in
20 good faith to revise the allocation so that it is accepted.

21 ii. The "PAGA Members Allocation" means the remaining 25% of
22 the PAGA Allocation, equaling \$15,000.00. The PAGA Members Allocation shall be paid to PAGA
23 Members in the form of Individual PAGA Payments, calculated by multiplying the PAGA Workweek
24 Rate by each individual PAGA Member's PAGA Workweeks.

25 f. NSA. The NSA will be the amount remaining after deducting the
26 amounts specified in Paragraphs 52a through 52e above.

27 g. Increase of Class Workweeks/Class Members: For purposes of this
28 settlement, Defendant estimated that there were 45,000 workweeks worked by the Class Members

1 during the Class Period. Should the actual number of workweeks for Class Members exceed 45,000
2 by more than ten percent (10%), then the GSA shall be increased on a pro rata basis at for workweeks
3 above the 10% cushion. For example, if the Participating Class Member workweeks during the Class
4 Period exceed 45,000 by 16%, Defendant shall owe an additional amount equal to 6% of the NSA to
5 proportionately increase the workweek rate of each Participating Class Member due to the increase in
6 Class Workweeks. The additional payments in this paragraph will not be used to calculate attorney's
7 costs, enhancement payments, or impact the amount of the PAGA payment. Alternatively, Defendant
8 shall have the option of ending the Class Period and PAGA Period on the date on which the number
9 of workweeks equals or does not exceed 49,500 workweeks (45,000 + 10%).

10 h. Individual Class Payments to Participating Class Members. Only the
11 following individuals will receive Individual Class Payments under the Settlement Agreement: (1) the
12 Named Plaintiff; and (2) Participating Class Members. Individual Class Payments will be calculated
13 as follows:

14 i. The NSA will be divided by the total Class Workweeks by all
15 Participating Class Members during the Class Period as reflected in Defendant's records. All
16 Participating Class Members shall be paid an amount equal to their individual Class Workweeks
17 during the Class Period, multiplied by the Class Workweek Rate. Class Workweeks shall be
18 determined by the Settlement Administrator based on data to be provided by Defendant, as may be
19 modified by the resolution of any challenges.

20 ii. The Parties agree that under no circumstances shall Defendant
21 be obligated to pay any amount under this Agreement to any Class Member other than Participating
22 Class Members and PAGA Members. In addition, the Parties agree that in no event shall Defendant
23 be obligated to pay more than the GSA, except for the separate payment of employer-side taxes, as
24 provided above.

25 iii. The Parties acknowledge and agree that the formula used to
26 calculate Class Workweeks, Individual Class Payments, PAGA Workweeks, and Individual PAGA
27 Payments does not imply that all of the elements of damages covered by the release are not being taken
28

1 into account. The above formulas were devised as practical and logistical tools to simplify the
2 payment process.

3 53. No Credit Toward Benefit Plans. The Individual Class Payments made to
4 Participating Class Members and Individual PAGA Payments made to PAGA Members under this
5 Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which
6 any Participating Class Members or Class Members or PAGA Members may be eligible, including,
7 but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation
8 plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that
9 this Agreement will not affect any rights, contributions, or amounts to which any Participating Class
10 Members, Class Members and PAGA Members may be entitled under any benefit plans.

11 54. Taxation of Settlement Proceeds. All Individual Class Payments shall be paid
12 in a net amount after applicable employee state and federal tax withholdings, including payroll taxes,
13 if any, have been deducted.

14 a. The Parties agree that thirty percent (30%) of each Individual Payment
15 will be allocated to wages and W-2s shall be issued, thirty-five percent (35%) of each Individual
16 Payment will be considered interest and will be reported as such to each Participating Class Member
17 on an IRS Form 1099, and thirty-five percent (35%) of each Individual Class Payment distributed will
18 be considered penalties and will be reported as such to each Participating Class Member on an IRS
19 Form 1099. The Individual PAGA Payments to PAGA Members will be designated as payments for
20 alleged penalties and other non-wage amounts. The Administrator will report the Individual PAGA
21 Payments and the non-wage portions of the Individual Class Payments on IRS 1099 Forms.

22 b. The Settlement Administrator shall calculate, withhold from the
23 Individual Class Payments, and remit to applicable governmental agencies sufficient amounts, if any,
24 as may be owed by Participating Class Members for applicable employee taxes. The Settlement
25 Administrator will issue appropriate tax forms, if required, to each such Participating Class Member
26 consistent with the foregoing breakdown. The Settlement Administrator shall also calculate and obtain
27 from Defendant and remit to applicable governmental agencies sufficient amounts, if any, as may be
28 owed by employers for the wage portion of the Individual Class Payments.

1 c. All Parties represent that they have not received, and shall not rely on,
2 advice or representations from other parties or their agents, including Class Members and PAGA
3 Members, regarding the tax treatment of payments under federal, state, or local law. In this regard,
4 Defendant makes no representations regarding the taxability of the Individual Class Payments and
5 Individual PAGA Payments.

6 d. Class Counsel will be issued an IRS Form 1099 for any fees and costs
7 awarded by the Court pursuant to Paragraph 52. Except as provided in Paragraph 52, each Party shall
8 bear his, her or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or
9 settlement of the Action. Any allocation of fees between or among each of the Class Counsel or among
10 the Class Counsel and any other attorney that may be representing Named Plaintiff or the Class, if
11 any, shall be the sole responsibility of Class Counsel. Each Party to this Agreement (for purposes of
12 this section, the "acknowledging party" and each Party to this Agreement other than the
13 acknowledging party, an "other party") acknowledges and agrees that no provision of this Agreement,
14 and no written or oral communication or disclosure or other representation by Defendant and/or
15 Released Parties is or was intended to be, nor shall be construed or be relied upon as, tax advice, and
16 Named Plaintiff, Class Members and PAGA Members shall not rely on Defendant and/or Released
17 Parties for any tax advice with respect to the Settlement of this Action.

18 e. The Named Plaintiff will be issued IRS Form 1099s for any
19 enhancement award approved by the Court pursuant to Paragraph 52. The enhancement award payable
20 to Named Plaintiff shall be in addition to the Individual Class Payment and Individual PAGA Payment
21 that she, as applicable, will receive.

22 55. Provisional Approval of Settlement. Named Plaintiff shall file a motion in the
23 Action and take all other action to request that the Court enter the Preliminary Approval Order based
24 on an agreed-upon Settlement schedule, subject to Court approval:

25 a. Seeking class certification on the terms set forth in this Agreement
26 solely for purposes of class settlement;
27
28

1 b. Preliminarily approving the proposed Settlement and this Agreement,
2 including the payments to the Participating Class Members, Class Counsel, Named Plaintiff, PAGA
3 Members, the Settlement Administrator, and the LWDA;

4 c. Preliminarily approving the appointment of Named Plaintiff as a
5 representative of the Class for settlement purposes, if not otherwise accomplished by class
6 certification;

7 d. Preliminarily approving the appointment of counsel for Named Plaintiff
8 as Class Counsel;

9 e. Appointing and approving a Settlement Administrator as chosen by the
10 Parties and approved by the Court, to administer the notice, opt-out requests, objections and Individual
11 Class Payment and Individual PAGA Payment procedures required by this Agreement;

12 f. Approving the form of the Class Notice mutually agreed by the Parties;

13 g. Scheduling the Final Settlement Approval Hearing for consideration of
14 Final Approval of this Agreement;

15 h. Requiring that any Class Members who object to the Settlement
16 Agreement submit any objection to the Settlement Administrator timely faxed, emailed, or postmarked
17 before the end of the Exclusion Period or appear in person or by other Court approved means at the
18 Final Approval Hearing, and that the Parties be given an opportunity to file written responses to any
19 objection(s) with the Court;

20 i. Approving the procedure for Class Members to submit Opt Out
21 Requests, and setting a date after which no Class Members shall be allowed to submit Opt Out
22 Requests; and

23 j. Approving the procedure for Participating Class Members to object to
24 the Settlement.

25 k. Defendant shall not oppose Class Counsel's motions for preliminary
26 approval and Final Approval of the Settlement so long as the motions and supporting papers
27 are consistent with the terms of this Agreement. Named Plaintiff shall provide Defendant with
28 an opportunity of 5 days to review and provide comments on the motions for preliminary and

1 Final Approval of the Settlement before the motion and supporting papers are filed with the
2 Court. The Parties will meet and confer and agree upon the wording of the settlement packages
3 to be sent to Class Members, as well as the proposed orders for preliminary and Final Approval
4 before filing. Failure of the Court to grant the Preliminary Approval Order will be grounds for
5 the Parties to terminate the Settlement and the terms of the Agreement, except that the Parties
6 must work in good faith to comply with any changes to the Settlement proposed by the Court
7 to the extent the changes are acceptable by both Parties, and the Court may award less than the
8 amounts listed in Paragraph subparts 52a through 52d without impacting the validity and
9 enforceability of this Agreement.

10 56. Notice Procedure.

11 a. Settlement Administrator. The Parties will select Phoenix Settlement
12 Administrators or a mutually agreeable third-party settlement administrator (or “Settlement
13 Administrator”) to distribute the Class Notice and the Individual Class Payments and Individual
14 PAGA Payments and handle the tax reporting and field questions with a hotline. The Settlement
15 Administrator (along with any of its agents) shall represent and warrant that it will: (a) provide
16 reasonable and appropriate administrative, physical and technical safeguards for any personally
17 identifiable information (“PII”), which it receives from Defendant; (b) not disclose the PII to Class
18 Counsel, Named Plaintiff, any party or third parties, including agents or subcontractors, without
19 Defendant’s consent; (c) not disclose or otherwise use the PII other than to carry out its duties as set
20 forth herein; (d) promptly provide Defendant with notice if PII is subject to unauthorized access, use,
21 disclosure, modification, or destruction; and (e) continue to protect the PII upon termination of its
22 services.

23 b. Class Data. Within thirty (30) days after filing of the Preliminary
24 Approval Order, Defendant shall provide to the Settlement Administrator a list of Class Members and
25 PAGA Members that identifies, for each Class Member/PAGA Member, his/her name, Social Security
26 number, last-known address, Class Workweeks, and PAGA Workweeks. Defendant agrees to provide
27 the foregoing information to the fullest extent possible based on its records and to consult with the
28 Settlement Administrator as required to provide the list in a format reasonably acceptable for the duties

1 of the Settlement Administrator. The Settlement Administrator will keep the list confidential, use it
2 only for the purposes described herein, take adequate safeguards to protect confidential or private
3 information and return or certify the destruction of the information upon completion of the Settlement
4 Administration process.

5 57. Class Notice. The Settlement Administrator will send to each Class Member
6 and PAGA Members by First-Class U.S. Mail the Class Notice, which includes information on how
7 Class Members may opt out of or Object to the Settlement and a procedure by which a Class Member
8 and PAGA Members may challenge the number of Class Workweeks and/or PAGA Workweeks
9 identified on his/her Class Notice. Named Plaintiff will seek approval of language in the Class Notice
10 in the motion for preliminary approval and will seek permission for the Parties in conjunction with the
11 Settlement Administrator to be able to correct immaterial errors on these forms or other mailed
12 materials without approval from the Court, provided the changes do not alter the preliminary approval
13 by the Court.

14 a. Settlement Administrator Duties. Prior to mailing the Class Notice, the
15 Settlement Administrator will update the addresses for the Class Members and PAGA Members using
16 the National Change of Address database and other available resources deemed suitable by the
17 Settlement Administrator. To the extent this process yields a different address from the one supplied
18 by Defendant (“Updated Address”), that Updated Address shall replace the address supplied by
19 Defendant (“Last Known Address”) and be treated as the new Last Known Address for purposes of
20 this Agreement and for subsequent mailings in particular. The Settlement Administrator shall be
21 permitted to provide notices and communicate to the Class and PAGA Members in a format and
22 statement to be provided to the Court, which Named Plaintiff will submit in conjunction with the
23 motion for preliminary approval and/or motion for Final Approval. The Settlement Administrator will
24 establish and maintain and use an internet website to post information of interest to Class Members
25 including the date, time and location for the Final Approval Hearing and copies of the Settlement
26 Agreement, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the
27 Final Approval and the Judgment. The Settlement Administrator will also maintain and monitor an
28 email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

1 b. Notice Procedure. Within seven (7) days after receipt of the above
2 information from Defendant, the Settlement Administrator shall send the Class Notice to each Class
3 Member's and PAGA Member's Last Known Address or Updated Address (if applicable) via First-
4 Class U.S. mail.

5 c. Exclusion Period. Class Members will have sixty (60) days from the
6 postmark of the initial mailing of the Class Notice by the Settlement Administrator to submit by fax,
7 email, or U.S. mail their Opt Out Requests, with proof of date of submission to be the postmark date
8 of the completed Opt Out Request. Class Members will also have sixty (60) days to object to the
9 Settlement by submitting a written objection with the Settlement Administrator that sets forth the basis
10 of the objection pursuant to Paragraph 59, which the Settlement Administrator shall submit to the
11 Parties within 10 days after the end of the Exclusion Period, and Named Plaintiff shall submit to the
12 Court. Opt Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA
13 Members from the release of Settled PAGA Claims.

14 d. Settlement Administrator Follow-up efforts.

15 i. The Settlement Administrator shall re-mail by First-Class U.S.
16 mail the Class Notice returned by the Post Office with a forwarding address, and shall re-mail by First-
17 Class U.S. mail the Class Notice to any Class Member/PAGA Member who personally provides an
18 updated address to the Settlement Administrator.

19 ii. In the event that the first mailing of the Class Notice to any Class
20 Member/PAGA Member is returned without a forwarding address, the Settlement Administrator will
21 immediately perform skip trace(s) if necessary using social security numbers provided by Defendant
22 and National Change of Address searches, as needed, to verify the accuracy of the addresses provided
23 and will conduct a second round of mailings of the Class Notice by First-Class U.S. mail within an
24 agreed number of days for those forms returned to sender. If no new information is ascertained by
25 means of a skip trace, or if the Class Notice is returned to Settlement Administrator after using an
26 address obtained from a standard skip trace, the Settlement Administrator will immediately perform a
27 manual "in-depth skip trace" to locate a more recent or accurate address. If an Updated Address is
28

1 identified by this method, the Settlement Administrator will resend the Class Notice to the Updated
2 Address within three (3) days of identifying the Updated Address.

3 e. Documenting Communications. The Settlement Administrator shall
4 date stamp documents it receives, including Opt Out Requests, Objections and any correspondences
5 and documents from Class Members/PAGA Member.

6 f. Settlement Administrator Declaration. At least ten (10) days prior to
7 the filing of the motion for final approval, the Settlement Administrator shall prepare, subject to Class
8 Counsel's/PAGA Member's and Defendant's input and approval, a declaration setting forth the due
9 diligence and proof of mailing of the Class Notices, the results of the SA's mailings, including tracing
10 and re-mailing efforts, and the Class Members' and PAGA Member's responses to those mailing and
11 provide additional information deemed necessary to approve the settlement.

12 g. Settlement Administrator Written Reports. Each week during the
13 Exclusion Period, the Settlement Administrator shall provide the Parties with a report listing the
14 number of Class Members that submitted Opt Out Requests and Objections. Within seven (7) days of
15 the close of the Exclusion Period, the Settlement Administrator will provide a final report listing the
16 number of Class Members who submitted Opt Out Requests or Objections.

17 h. Settlement Administrator Calculations of Individual Class Payments.
18 Within seven (7) days after resolving all challenges made by Participating Class Members, and
19 following the Final Approval Order, the Settlement Administrator shall provide to the Parties a report
20 showing its calculation of all Individual Class Payments to be made to Participating Class Members
21 and PAGA Members. After receiving the SA's report, the Parties shall review the same to determine
22 if the calculation of payments to Participating Class Members/PAGA Members is consistent with this
23 Agreement, and shall notify the Settlement Administrator if either counsel does not believe the
24 calculation is consistent with the Agreement. After receipt of comments from counsel, the Settlement
25 Administrator shall finalize its calculation of Individual Class Payments and Individual PAGA
26 Payments, at least five (5) days prior to the distribution of such payments, and shall provide Class
27 Counsel and Defendant's Counsel with a final report listing the amount of all payments to be made to
28 each Participating Class Member from the NSA and listing the amount of all payments to be made to

1 each PAGA Member from the amount allocated for Individual PAGA Payments. The Settlement
2 Administrator will also provide information that is requested and approved by both Parties regarding
3 its duties and other aspects of the Settlement and that is necessary to carry out the terms of the
4 Settlement.

5 58. Requirements for Recovery of Individual Class Payments.

6 a. Class Members. No claim form is necessary to participate in the
7 Settlement. Unless a Class Member submits a valid and timely Opt Out Request (as described in
8 Paragraphs 20 and 58d), a Class Member who takes no action will be a Participating Class Member,
9 bound by the Judgment, and will receive a payment from the NSA. All Class Members, except for
10 those who timely and validly opt out of the Settlement, shall be bound by the release of Settled Claims
11 in this Agreement. All PAGA Members shall be bound by the release of Settled PAGA Claims in
12 this Agreement.

13 b. Late Submissions. The Settlement Administrator shall not accept as
14 valid any Opt Out Request faxed, emailed, or postmarked after the end of the Exclusion Period, absent
15 agreement from both Parties or order of the Court. It shall be presumed that, if an Opt Out Request is
16 not timely faxed, emailed, or postmarked on or before the last day of the Exclusion Period, the Class
17 Member did not return the Opt Out Request in a timely manner.

18 c. Challenges. Class Members and PAGA Members will have the right to
19 challenge the number of Class Workweeks and PAGA Workweeks allocated to them. The following
20 challenge procedure will be established for the Class Member and PAGA Members to dispute
21 information on which his/her payment amount is based: Challenges to the number of Class Workweeks
22 and PAGA Workweeks shall be sent directly to the Settlement Administrator at the address indicated
23 on the Class Notice. A Class Member or PAGA Member challenging the number of Class Workweeks
24 or PAGA Workweeks identified may also submit documentary evidence in order to prove the number
25 of Class Workweeks during the Class Period or PAGA Workweeks during the PAGA Period.
26 Defendant shall have the right to respond to the challenge by any Participating Class Member and
27 PAGA Member. No challenge to the number of Class Workweeks or PAGA Workweeks will be
28 accepted unless sent by U.S. mail within sixty (60) days from the initial mailing of the Class Notice

1 by the SA, with proof of being timely faxed, emailed, or postmarked before the end of the Exclusion
2 Period. Additional time may be provided to a Class Member or PAGA Member only upon a showing
3 of good cause and within an amount of time determined by the Settlement Administrator that will not
4 delay the distribution of Individual Class Payments and Individual PAGA Payments to other Class
5 Members/PAGA Members and in no event beyond the date of filing of the motion for final approval.
6 The Settlement Administrator will inform Class Counsel and Defendant's Counsel in writing of any
7 timely filed challenges and will determine all such disputes after consulting with the Parties regarding
8 the number of Class Workweeks or PAGA Workweeks. Challenges will be resolved without hearing
9 by the Settlement Administrator, who will make a decision based on Defendant's records and any
10 documents or other information presented by the Class Member or PAGA Member making the
11 challenge, Class Counsel, or Defendant. Subject to Court approval, the SA's determination is final
12 and binding without a right of appeal. The Settlement Administrator will inform the Parties of its final
13 dispositions of all such challenges.

14 d. Opt-Out Procedure. Unless a Class Member timely opts out of the
15 Settlement described in this Agreement, he/she shall be bound by the terms and conditions of this
16 Agreement, and shall also be bound by the Final Judgment. A Class Member will not be entitled to
17 opt out of the Settlement established by this Agreement unless he or she submits to the Settlement
18 Administrator a request or notice of opting out that is timely faxed, emailed, or postmarked before the
19 end of the Exclusion Period. The request must be in writing on an Opt Out Request and include the
20 Class Member's name, address, date, signature, to the notice that indicates he or she "opts out" of the
21 Settlement. Opt Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA
22 Members from the release of Settled PAGA Claims.

23 i. Upon receipt of any Opt Out Request within the Exclusion
24 Period, the Settlement Administrator shall review the request to verify the information contained
25 therein, and confirm that the request complies with the requirements of this Agreement.

26 ii. Any Class Member who fails to submit via U.S. mail a timely,
27 complete and valid Opt Out Request shall be barred from opting out of this Agreement or the
28

1 Settlement. The Settlement Administrator shall not have the authority to extend the deadline for Class
2 Members to file a request to opt out of the Settlement absent agreement by both Parties.

3 iii. Class Members shall be permitted to rescind in writing their
4 request to opt out by submitting a written rescission statement to the Settlement Administrator no later
5 than the Effective Date and provided Individual Class Payments can be recalculated to reflect the
6 rescission.

7 iv. If more than five percent (5%) of the Class Members timely opt
8 out of the Settlement, Defendant shall have the sole and absolute discretion to withdraw from this
9 Agreement within ten (10) days after expiration of the Exclusion Period and written notice from the
10 Settlement Administrator of the final opt out rate. Defendant shall provide written notice of such
11 withdrawal to Class Counsel. In the event that Defendant elects to so withdraw, the withdrawal shall
12 have the same effect as a termination of this Agreement for failure to satisfy a condition of Settlement,
13 and the Agreement shall become null and void and have no further force or effect. In the event that
14 Defendant exercises this option, it will be solely responsible for the Settlement Administrator's costs.

15 59. Objections to Settlement. Any Participating Class Member may object to the
16 Settlement. Any such objection may be submitted to the Settlement Administrator in writing on or
17 before the close of the Exclusion Period. Any such written Objection shall include: (1) the full name
18 of the Participating Class Member; (2) the address of the Participating Class Member; (3) the basis for
19 the objection; and (4) whether the Participating Class Member intends to appear at the Final Approval
20 Hearing. The Parties shall be permitted to file responses to any Objection in addition to any motion
21 for final approval documents. Participating Class Members may also appear at the Final Approval
22 Hearing to object. The Parties agree that at no time shall any of the Parties or their counsel seek to
23 solicit or otherwise encourage Participating Class Members to submit written objections to the
24 Settlement or appeal from the Order granting final approval and/or Final Judgment. Class Counsel
25 shall not represent any Participating Class Members with respect to any such objections. To the extent
26 a Class Member submits a Request for Exclusion and objection, the objection shall be disregarded and
27 the Class Member shall be excluded from the Class.
28

1 60. Final Fairness Hearing, Final Approval and Final Judgment.

2 a. Entry of Final Judgment. At the Final Approval Hearing, Named
3 Plaintiff will request, and Defendant will concur in said request, that the Court enter a Final Judgment.

4 b. Motion. Named Plaintiff will draft and file a motion for final approval
5 and for approval of any attorneys' fees and costs and enhancement award in conformity with any
6 requirements from the Court and will take other action to request the entry of Final Judgment in
7 accordance with this Agreement. The motion for final approval and corresponding paperwork will be
8 subject to input and approval from Defendant and the proposed judgment finally approving the
9 Settlement shall be subject to the input from and approval by Defendant, provided that Defendant shall
10 have 7 days from receipt to provide such input. Defendant will concur in or not object to said request
11 that the Court enter Final Judgment finally approving this Agreement. In conjunction with the motion
12 for final approval, Named Plaintiff shall file a declaration from the Settlement Administrator
13 confirming that the Class Notice and related forms were mailed to all Class Members as required by
14 this Agreement, as well as any additional information Class Counsel, with the input and approval of
15 Defendant, deems appropriate to provide to the Court.

16 c. Objections. Before and/or at the Final Fairness Hearing, Named
17 Plaintiff and Defendant, through their counsel of record, may address any written objections from
18 Class Members and/or any concerns from Class Members who attend the hearing as well as any
19 concerns of the Court.

20 d. Order. Named Plaintiff will also draft and submit a proposed Order of
21 Final Approval and Final Judgment in the form that is consistent with this Agreement and subject to
22 prior review, revision and approval by Defendant. The Parties shall take all reasonable efforts to
23 secure entry of the Order of Final Approval and Final Judgment. If the Court rejects the Agreement,
24 fails to enter the Order of Final Approval, or fails to enter the Final Judgment, even after good faith
25 efforts by the Parties to meet and confer and remedy where agreement can be reached any perceived
26 deficiencies in the Settlement, this Agreement shall be void *ab initio*, and Defendant shall have no
27 obligation to make any payments under the Agreement, except for payments to the Settlement
28

1 Administrator for services performed up to that time. The Named Plaintiff will submit a proposed
2 Order of Final Approval subject to the review and approval of Defendant that will contain provisions:

3 i. Wherein the Court enters Final Judgment, finding that this
4 Agreement and Settlement is fair, just, equitable, reasonable, adequate and in the best interests of the
5 Class and was reached as a result of intensive, serious, and non-collusive arms-length negotiations and
6 was achieved with the aid of an experienced mediator and in good faith as to each Class Member;

7 ii. Affirms that each side will bear its own costs and fees (including
8 attorneys' fees), except as provided by the Agreement, and that Defendant shall not be required to pay
9 any amounts other than as set forth in the Agreement and the Order of Final Approval, and in no event
10 any amount above the GSA, except for employer-side taxes;

11 iii. That confirms the certification of the Class for purposes of
12 Settlement;

13 iv. That finds that the Settlement Administration process as carried
14 out afforded adequate protections to Class Members, provided the best notice practicable, and satisfied
15 the requirements of law and due process;

16 v. That rejects any Objections to the Settlement;

17 vi. That approves the settlement of PAGA Claims consistent with
18 the Settlement;

19 vii. That retains Court jurisdiction after entry of judgment to oversee
20 administration and enforcement of the terms of the Agreement; and

21 viii. That requires the Parties to carry out the provisions of this
22 Agreement.

23 61. Post-Final Approval Requirements and Procedures. Following entry of the
24 Court's Order Granting Final Approval of Settlement and Final Judgment, the Parties will act to assure
25 the timely execution and fulfillment of all its provisions, including, but not limited to, the following:

26 a. Should an appeal be taken from the Final Approval of the Settlement,
27 all Parties will support the Order of Final Approval and Final Judgment on appeal;
28

1 b. The Parties will assist the Settlement Administrator as needed or
2 requested in the process of identifying and locating Participating Class Members entitled to Individual
3 Class Payments from the NSA and PAGA Members entitled to Individual PAGA Payments and
4 assuring delivery of such payments;

5 c. Plaintiff will assist the Settlement Administrator as needed or requested
6 in completing the distribution of any uncashed checks as directed by the Court; and

7 d. Plaintiff will certify to the Court completion of all payments required to
8 be made by this Settlement Agreement.

9 62. Payment of Settlement. Defendant will deposit the Funding Payment into an
10 account established by the Settlement Administrator within thirty (30) days of the Effective Date. In
11 the event an appeal, writ, motion challenging the judgment or other collateral attack is made, the funds
12 shall not be distributed until the challenge or other collateral attack is resolved in a manner that upholds
13 the settlement in its entirety. The remittance of the Funding Payment to the Settlement Administrator
14 shall constitute full and complete discharge of the entire monetary obligation of Defendant under this
15 Agreement. No Released Party shall have any further monetary obligation or liability to Class
16 Counsel, Named Plaintiff, or Participating Class Members under this Agreement after receipt by the
17 Settlement Administrator of the Funding Payment.

18 a. The Parties agree that the Funding Payment will qualify as a settlement
19 fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as
20 amended, and Section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the Settlement
21 Administrator is hereby designated as the “Administrator” of the qualified Settlement funds for
22 purposes of Section 1.468B-2(k) of the income tax regulations. As such, all employee taxes imposed
23 on the gross income of that settlement fund and any tax-related expenses arising from any income tax
24 returns or other reporting documents that may be required by the Internal Revenue Service or any state
25 or local taxing body will be paid from the Funding Payment by the Settlement Administrator.

26 b. The distribution of Individual Class Payments to Participating Class
27 Members shall occur no later than the Settlement Proceeds Distribution Deadline. The Settlement
28 Administrator shall be deemed to have timely distributed Individual Class Payments if it places said

1 payment in the mail (First-Class U.S.). When the Settlement Administrator receives notice from
2 Participating Class Members that they have not received such Individual Class Payments due to
3 changes of address or other circumstances, the Settlement Administrator shall be deemed to have
4 timely distributed those Individual Class Payments if (after satisfying itself that the amounts have not
5 been received or negotiated) it re-mails the payments to the updated addresses or provides for delivery
6 by other reasonable methods requested by such Participating Class Members, provided that any and
7 all requests for re-mailing shall be actually received and acknowledged by the Settlement
8 Administrator before the 180-day deadline referenced in Paragraphs 63 and 64 or will be deemed
9 ineffective, and have no effect and the original mailed amount shall be deemed timely distribution of
10 the Individual Class Payment. The Settlement Administrator shall mail all Individual Class Payments
11 by the Settlement Proceeds Distribution Deadline. To comply with California Rules of Court, rule
12 3.771, settlement checks shall include the following language on the check: “A Court has approved
13 settlement of the class action and PAGA representative actions and entered judgment for claims
14 asserted in *Vanessa K. Marquez, et al. v. Coastal Pacific Food Distributors, Inc.*, San Bernardino
15 Superior Court Case No. CIVSB2308038.” No person shall have any claim against the Settlement
16 Administrator, Defendant, Class Counsel, Defendant’s counsel, or any other agent designated by
17 Named Plaintiff or Defendant based upon the distribution of Individual Class Payments made
18 substantially in accordance with this Agreement or further orders of the Court.

19 c. The distribution of attorneys’ fees, costs, and the Named Plaintiff’s
20 enhancement/general release award shall occur no later than the payment date of the payment under
21 the Settlement Proceeds Distribution Deadline. Under no circumstances shall the foregoing payments
22 be made prior to the distribution of Individual Class Payments to Participating Class Members.

23 d. Upon Defendant’s transfer of the Funding Payment and employer-side
24 taxes to the Settlement Administrator, Defendant, the Released Parties, and Defendant’s counsel shall
25 have no further monetary liability or financial responsibility to Class Counsel or to any vendors or
26 third parties employed by the Named Plaintiff or Class Counsel in connection with the Action.

27 e. Defendant shall not be obligated to make any payments contemplated
28 by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and

1 after the Effective Date of the Agreement, and no amounts will be owed or payable until all appeals if
2 taken or other collateral attacks have lapsed or have been favorably resolved in favor of the Settlement
3 and no further challenge to the Settlement is possible.

4 63. Participating Class Members who are sent Individual Class Payments shall have
5 one hundred eighty (180) days after mailing by the Settlement Administrator to cash their settlement
6 checks.

7 64. If such Participating Class Members and/or PAGA Member do not cash their
8 checks within that period, those checks will become void and a stop payment will be placed on the
9 uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of
10 mailing shall, subject to Court approval, be distributed pursuant to the State Controller Unclaimed
11 Property Fund, or as otherwise directed by California Code of Civil Procedure section 384 and as
12 ordered by the Court. In such event, those Participating Class Members and/or PAGA Members will
13 be deemed to have waived irrevocably any right in or claim to a Individual Class Payment and/or
14 Individual PAGA Payment subject to their rights, if any, to recover the Individual Class Payments
15 and/or Individual PAGA Payment from the Unclaimed Property Fund if ordered or otherwise will be
16 extinguished. Participating Class Members and/or PAGA Members who fail to negotiate their
17 check(s) in a timely fashion shall, like all Participating Class Members who did not validly opt out of
18 the Settlement, remain subject to the terms of the Settlement and the Final Judgment.

19 65. The Settlement Administrator shall keep Class Counsel and Defendant's
20 counsel apprised of all distributions from the GSA. Upon completion of administration of the
21 Settlement, the Settlement Administrator shall provide written certification of such completion to the
22 Court, Class Counsel and Defendant's Counsel.

23 66. Binding Effect of Agreement on Participating Class Members and PAGA
24 Members. Subject to final Court approval, all Participating Class Members and PAGA Members shall
25 be bound by this Agreement, and Final Judgment shall be entered in the Action. In addition, unless
26 the Class Member opts out of the Settlement described in this Agreement, he/she shall be bound by
27 the Court's Order of Final Approval and Final Judgment. As set forth more fully in Paragraph 70, if
28 the Court does not enter an Order of Final Approval and Final Judgment granting Final Approval of

1 the Settlement, which becomes final, the Settlement shall become null and void, and its terms and all
2 documents setting out its terms shall be inadmissible in further litigation of this Action or any other
3 case.

4 67. Non-Interference with Opt Out Procedure. The Parties agree that at no time
5 shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit
6 Opt Out Requests or objections to the Settlement or to appeal from the Final Judgment.

7 68. Waiver of Appeal. Subject to preliminary and Final Approval of this
8 Settlement, all Class Members, except those Class Members who make timely and valid objections
9 pursuant to the terms of this Agreement, expressly waive the right to appeal.

10 69. Preliminary Timeline for Completion of Settlement. The preliminary schedule
11 for notice, approval, and payment procedures carrying out this Settlement is set forth in the subsections
12 below. This schedule may be modified depending on whether and when the Court grants necessary
13 approvals and orders notice to the Class and PAGA Members, and sets further hearings. In the event
14 of such modification, the Parties shall cooperate in order to complete the Settlement procedures as
15 expeditiously as reasonably practicable.

- 16 a. Preliminary Approval Hearing as permitted by the Court;
- 17 b. Defendant to provide information described in Paragraph 56b (name,
18 address, etc.) no later than thirty (30) days after filing of the Preliminary Approval Order;
- 19 c. The Settlement Administrator to mail the Class Notice by U.S. First
20 Class mail to Class Members and PAGA Members by approximately fourteen (14) days after receipt
21 from Defendant of the information described in the preceding subparagraph;
- 22 d. The Settlement Administrator to conduct trace/search efforts and send a
23 follow up mailing, no later than ten (10) days after initial mailing, to individuals whose Class Notice
24 was returned as undeliverable or whose listed address is found to be inaccurate or outdated;
- 25 e. Opt Out Requests and Objections to the Settlement must be timely
26 faxed, emailed, or postmarked no later than sixty (60) days after the date of initial mailing of the Class
27 Notice;
- 28

1 f. The Settlement Administrator will provide to the Parties, and to the
2 Court as directed by the Parties, information regarding Opt Out Requests and written objections or
3 statements of intention to object to the Settlement received from Class Members within seven (7) days
4 of the close of the Exclusion Period;

5 g. Plaintiff will file a timely motion for final approval of the Settlement
6 and a separate application for award of attorneys' fees and costs and an enhancement award to the
7 Named Plaintiff by the date set by the Court, or if no date is set, at least sixteen (16) court days prior
8 to the scheduled Final Approval Hearing date;

9 h. The Parties will request a Final Approval Hearing before the Court
10 within a reasonable time after the close of the Exclusion Period, or as soon thereafter as the Court will
11 hear the Motion for Final Approval. After entry of the Final Approval Order and Judgment Defendant
12 shall remit the Funding Payment to the Settlement Administrator.

13 i. Individual Class Payments to Participating Class Members, including
14 Named Plaintiff, and payments to Class Counsel for litigation costs and expenses and awarded
15 attorneys' fees, and the enhancement award to Named Plaintiff, and payment to the LWDA shall be
16 made by the Settlement Proceeds Distribution Deadlines by mailing of checks by First Class U.S. mail
17 or by wire (as to Class Counsel's payments only).

18 70. Automatic Voiding of Agreement if Settlement Not Finalized. If for any reason
19 the Effective Date does not occur, the Settlement shall be null and void and the orders, judgment, and
20 dismissal to be entered pursuant to this Agreement shall be vacated; and the Parties will be returned
21 to the status quo prior to entering this Agreement with respect to the Action, as if the Parties had never
22 entered into this Agreement. In addition, in such event, the Agreement and all negotiations, court
23 orders and proceedings relating thereto shall be without prejudice to the rights of any and all Parties
24 hereto, and evidence relating to the Agreement and all negotiations shall not be admissible or
25 discoverable in the Action or otherwise in any other proceeding.

26 71. No Injunctive Relief. The Parties agree that the Settlement does not include
27 injunctive relief against Defendant or the Released Parties.
28

1 72. Confidentiality and Non-Disparagement.

2 a. Parties will keep the Settlement confidential, through the Court's order
3 granting the Parties' Motion for Preliminary Approval, but the Parties will be able to disclose to the
4 Court, when and as necessary before preliminary approval, that they have reached an agreement in
5 principle, subject to completion of a final Agreement and Court approval. Parties shall instruct their
6 respective counsel to abide by the same requirements of this paragraph.

7 b. Following the Court's order granting the Parties' Motion for
8 Preliminary Approval, the Parties agree to make no comments to the media or otherwise publicize the
9 terms of the settlement on any social media or websites, except that Class Counsel may post on its
10 firm website: "The Firm settled a class action with a food distribution company for \$450,000." Named
11 Plaintiff shall instruct Class Counsel to abide by the same requirements of this paragraph, likewise
12 barring Class Counsel from engaging in any publicity of any type related to this settlement. This shall
13 not restrict Class Counsel from responding to inquiries posed by Class Members. Further, Class
14 Counsel may include the case name, number, and settlement information in declarations setting out
15 their qualifications as class counsel.

16 c. Named Plaintiff agrees to maintain the confidentiality of any documents
17 produced, formally or informally, during the course of the Action. Named Plaintiff agrees to return to
18 Defendant's counsel or destroy, at its option, any information designated as confidential during the
19 course of the Action that the Named Plaintiff has in her possession. Named Plaintiff shall instruct
20 Class Counsel to abide by the confidentiality requirements of this paragraph, likewise requiring Class
21 Counsel to maintain the confidentiality of any documents produced, formally or informally, during
22 the course of the Action.

23 d. Defendant shall direct all inquiries by the Class to the Settlement
24 Administrator, which shall provide general information about the lawsuit, including responding to
25 questions about the lawsuit, by providing neutral information about the agreement consistent with the
26 Agreement.

27 e. Defendant agrees to apply a neutral reporting policy regarding any
28 future employment inquiries related to Named Plaintiff. Thus, in the event that any potential or future

1 employers should inquire regarding Defendant's employment of Named Plaintiff, they will be
2 informed only of Named Plaintiff's dates of employment with Defendant and job title(s) during their
3 employment with Defendant.

4 73. Invalidation of Agreement for Failure to Satisfy Conditions. Other than
5 Paragraphs 40-45, the terms and provisions in ¶¶ 1 through 87 of this Agreement are not mere recitals,
6 but are deemed to constitute contractual terms. The Court may allocate less to the Named Plaintiff,
7 Class Counsel, and/or the LWDA than indicated in Paragraph 52 without impacting the validity and
8 enforceability of the Agreement. The Court may allocate less to the Settlement Administrator than
9 indicated in paragraph 52 provided the actual amount spent by the Settlement Administrator is less
10 than the maximum set forth in that Paragraph. Without limiting the generality of the foregoing, if this
11 Agreement is terminated for failure to satisfy any material terms or material conditions of this
12 Agreement:

13 a. Defendant shall not be obligated to create or maintain any type of
14 settlement fund, and shall not be obligated to make any Individual Class Payment to any Class
15 Member, PAGA Member and/or any payment to Class Counsel or to Named Plaintiff.

16 b. The Agreement and all negotiations, Court orders and proceedings
17 relating thereto shall be without prejudice to the rights of Named Plaintiff, PAGA Members, Class
18 Members, and Defendant, each of whom shall be restored to their respective positions existing prior
19 to the execution of this Agreement, and evidence relating to the Agreement and all negotiations shall
20 not be discoverable or admissible in the Action or any other litigation;

21 c. Defendant will not have waived, and instead expressly reserves, its right
22 to challenge the continuing propriety of class certification for any purpose; and

23 d. To the extent one exists, the Preliminary Approval Order shall be
24 vacated in its entirety and neither this Agreement, the Preliminary Approval Order, nor any other
25 document in any way relating to any of the foregoing, shall be relied upon, referred to or used in any
26 way for any purpose in connection with any further proceedings in this Action or any related action,
27 including class certification proceedings.
28

1 74. Notices. All notices, requests, demands and other communications required or
2 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered by First-
3 Class U.S. mail to the attorneys listed in the caption above and the Settlement Administrator, with
4 additional copies to be sent via electronic mail.

5 75. Modification in Writing. This Agreement may be altered, amended, modified
6 or waived, in whole or in part, only in a writing signed by counsel for the Parties and approved by the
7 Court, and supersedes any memorandum of understandings or prior agreement(s). This Agreement
8 may not be amended, altered, modified or waived, in whole or in part, orally. Any waiver of any
9 provision of this Agreement shall not constitute a waiver of any other provision of this Agreement
10 unless expressly so indicated.

11 76. Ongoing Cooperation. Named Plaintiff and Defendant, and each of their
12 respective counsel, shall cooperate in good faith to execute all documents and perform all acts
13 necessary and proper to effectuate and implement the terms of this Agreement, including but not
14 limited to drafting and submitting the Motions for Preliminary and Final Approval, and defending the
15 Agreement and Final Judgment against objections and appeals. Named Plaintiff shall, as necessary,
16 properly and completely take all steps, including but not limited to submitting any required documents
17 to the Labor Workforce Development Agency and take any other actions necessary to resolve the
18 Released PAGA Claims pursuant to this Agreement. The Parties to this Agreement shall use their best
19 efforts, including all efforts contemplated by this Agreement and any other efforts that may become
20 necessary by order of the Court or otherwise, to effectuate this Agreement and the terms set forth
21 herein.

22 77. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
23 they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,
24 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
25 or rights herein released and discharged except as set forth herein.

26 78. Binding on Successors. This Agreement shall be binding and shall inure to the
27 benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal
28 representatives, including the Released Parties.

1 79. Entire Agreement. This Agreement constitutes the full, complete and entire
2 understanding, agreement and arrangement between Named Plaintiff and the Class Members/PAGA
3 Members on the one hand, and Defendant and Released Parties on the other hand, with respect to the
4 Settlement of the Action and the Settled Claims against the Released Parties, including Defendant.
5 This Agreement supersedes any and all prior oral or written understandings, agreements and
6 arrangements between the Parties with respect to the Settlement of the Action and the Settled Claims
7 against the Released Parties. Except those set forth and included expressly in this Agreement, there
8 are no other agreements, covenants, promises, representations or arrangements between the Parties
9 with respect to the Settlement of the Action and the Settled Claims/Settled PAGA Claims against the
10 Released Parties. The Parties explicitly recognize California Civil Code Section 1625 and California
11 Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed
12 according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no
13 such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of
14 this Agreement.

15 80. Execution in Counterparts. This Agreement may be signed in one or more
16 counterparts. A facsimile, scanned shall be treated as an original signature for all purposes. All
17 executed copies of this Agreement, and photocopies thereof (including facsimile or email copies of
18 the signature pages), shall have the same force and effect and shall be as legally binding and
19 enforceable as the original. Parties shall execute by hand with “wet” signatures.

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

23 82. Governing Law. This Agreement shall be interpreted, construed, enforced, and
24 administered in accordance with the laws of the State of California, without regard to conflict of law
25 rules.

26 83. Reservation of Jurisdiction. Notwithstanding the entry and filing of Final
27 Judgment, the Court shall retain jurisdiction under Section 664.6 of the Code of Civil Procedure and
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1 Rule 3.769, Cal. Rules of Court, for purposes of interpreting and enforcing the terms of this
2 Agreement.

3 84. Mutual Preparation. The Parties have had a full opportunity to negotiate the
4 terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more
5 strictly against one Party than another merely by virtue of the fact that it may have been prepared by
6 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
7 between the Parties, all Parties have contributed to the preparation of this Agreement.

8 85. Warranties and Representations. With respect to themselves, each of the Parties
9 to this Agreement covenants and warrants that (a) they have full power and authority to enter into and
10 consummate all transactions contemplated by this Agreement and have duly authorized the execution,
11 delivery and performance of this Agreement, and (b) the person executing this Agreement has the full
12 right, power and authority to enter into this Agreement on behalf of the Party for whom he/she has
13 executed this Agreement, and the full right, power and authority to execute any and all necessary
14 instruments in connection herewith, and to fully bind such Party to the terms and obligations of this
15 Agreement, except that the Parties understand that Named Plaintiff and Class Counsel only have the
16 power to bind Class Members to the extent this Agreement is approved by the Court.

17 86. Representation by Counsel. The Parties acknowledge that they have been
18 represented by counsel throughout all negotiations that preceded the execution of this Agreement, and
19 that this Agreement has been executed with the consent and advice of counsel. Further, Named
20 Plaintiff warrants and represents that there are no liens on the Agreement, and that after entry by the
21 Court of the Final Judgment, Defendant, through the Settlement Administrator, may distribute funds
22 to Participating Class Members, PAGA Members, Class Counsel, and Named Plaintiff as provided by
23 this Agreement.

24 87. Authorization by Named Plaintiff. Named Plaintiff agrees not to request to be
25 excluded from the Class and not to object to any terms of this Agreement. Any such Opt Out Request
26 or objection shall therefore be void and of no force or effect.

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IT IS SO AGREED:

Dated: 10/09/2025

Vanessa Marquez

Vanessa K. Marquez

Named Plaintiff/Class and PAGA Representative

Dated: 10-1-2025

COASTAL PACIFIC FOOD DISTRIBUTORS, INC.

Monika Bertke

By: Monika Bertke

Its: Chief Administrative Officer

Exhibit A

San Bernardino County Superior Court
Vanessa K. Marquez v. Coastal Pacific Food Distributors, Inc. et al.
Case No. CIVSB2308038

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To: ALL CURRENT OR FORMER HOURLY-PAID OR NON-EXEMPT EMPLOYEES OF DEFENDANT COASTAL PACIFIC FOOD DISTRIBUTORS, INC. (“DEFENDANT”) WHO WORKED FOR DEFENDANT WITHIN THE STATE OF CALIFORNIA AT ANY TIME FROM JUNE 1, 2022 THROUGH NOVEMBER 1, 2024.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

1. WHY DID I GET THIS NOTICE?

You have received this Notice because the records of Defendant Coastal Pacific Food Distributors, Inc. (“Defendant”) reflect that you are or may be a class member in a pending class action entitled, *Vanessa K. Marquez v. Coastal Pacific Food Distributors, Inc. et al.*, San Bernardino County Superior Court Case No. CIVSB2308038 (the “Action”), and you may be entitled to money from the settlement of that Action.

This Notice is court approved and informs you of the terms of the agreement of the Parties to settle the claims as set forth and embodied in a Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement”). This Notice explains what steps you may take to participate in, object to, or exclude yourself from the Settlement.

The proposed Settlement has two main parts: (1) a class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on the Defendant’s records, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors, and you may not receive an Individual Class Payment if you choose to exclude yourself from the class settlement.

The above estimates are based on the Defendant’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. The calculations for the settlement payments are described in greater detail elsewhere in this Notice.

2. WHAT IS THIS ACTION ABOUT?

The Action was filed on April 10, 2023 on behalf of Vanessa K. Marquez (“Named Plaintiff”), and other similarly situated current and former employees of Defendant. The Action, as amended, pleads class allegation claims against Defendant for: (1) failure to pay wages for all hours worked; (2) failure to pay overtime wages for daily overtime worked; (3) failure to authorize or permit meal periods; (4) failure to authorize or permit rest periods; (5) failure to provide complete and accurate wage statements; (6) failure to timely pay all earned wages and final paychecks at separation; and (7) unfair business practices. Since then, a First Amended Complaint (“complaint”) has been filed, which adds a cause of action for failure to pay accrued paid sick days and a cause of action for alleged violations of the Private Attorneys’ General Act of 2004 (“PAGA”). Named Plaintiff seeks to recover various damages and costs and penalties, including unpaid wages, restitution (including under California Business and Professions Code section 17200 *et seq.*), interest, penalties (including under PAGA), and attorneys’ fees and costs. A copy of the complaint is on file with the Court.

Defendant denies each and all of the claims and contentions alleged by Named Plaintiff. Defendant believes strongly that it has multiple valid defenses to the claims and believes that its employees have been properly paid and treated in accordance with the law. Absent the Settlement, Defendant would contest vigorously the lawsuit. By agreeing to this Settlement, Defendant is not admitting it has any liability. Named Plaintiff believes she would prevail on the claims that are subject to the Settlement.

After engaging in discovery and an all-day mediation before an experienced, neutral professional mediator, Kelly Knight, Esq., and after follow-up negotiations, the Parties agreed to the Settlement, which was preliminarily approved by the Superior Court of the State of California, County of San Bernardino on [\[Date of Pre. Approval Order\]](#). Named Plaintiff and Class Counsel support the Settlement.

Neither the Court nor any other fact finder has decided whether the claims brought by the Named Plaintiff or Defendant’s defenses are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable and any final determination of those issues will be made at the final hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations in the Action and to contest whether this Action should proceed as a class action.

3. WHAT IS A CLASS ACTION? WHAT IS A PAGA CASE?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Named Plaintiff is the Class Representative in the Action, and has asserted claims on behalf of herself and the class. Defendant is the defending party. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who do not choose to exclude themselves from the class.

A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action.

PAGA is a representative, *qui tam* type of claim in which the named representative (Named Plaintiff, in this case) seeks to stand in the shoes of the State of California and pursue potential Labor Code violations,

with any related penalties being split 75% to the State of California and 25% to allegedly aggrieved employees.

4. WHO IS INCLUDED IN THE SETTLEMENT?

The settlement class includes all current or former hourly-paid or non-exempt employees of Defendant who worked for Defendant within the State of California at any time during the Class Period, *i.e.*, from June 1, 2022 through November 1, 2024 (referred to as the “Class Period”). This group individually and collectively will be referred to as “Class Members.” “Participating Class Members” means all Class Members other than those who opt out (as discussed below).

The PAGA portion of the settlement also addresses the claims of aggrieved employees, which include all current or former hourly-paid or non-exempt employees of Defendant who worked for Defendant within the State of California at any time during the PAGA Period, *i.e.*, from June 1, 2022 through November 1, 2024 (referred to as the “PAGA Period”). This group individually and collectively will be referred to as “PAGA Members.”

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Defendant will pay a maximum “Gross Settlement Amount” in the amount of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) in exchange for: the release by Participating Class Members of Settled Claims (defined below) against it and Released Parties (defined below); final judgment on the Action; and the other terms set forth in the Settlement. Subject to Court approval, the Gross Settlement Amount will be allocated as follows:

- **Individual Class Payment:** \$ [REDACTED] shall be allocated to Participating Class Members and referred to in this notice as the “Net Settlement Amount” or “NSA.” Participating Class Members who do not request to be excluded from the Settlement will receive a pro-rata share of the Net Settlement Amount automatically, which will be referred to in this notice as the “Individual Class Payment.” The Individual Class Payment will be calculated by dividing the Net Settlement Amount by the total workweeks worked by all Participating Class Members during the Class Period as reflected in company records, and then multiplying that figure by the number of workweeks that you worked during the Class Period as reflected in company records. Workweeks worked shall be determined by the Settlement Administrator based on data provided by Defendant, as may be modified by the Settlement Administrator’s or Court’s resolution of any challenges.

- **Your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding).**

Participating Class Members who do not request to be excluded from the Settlement will be forever barred from pursuing the Settled Claims against Defendant or any other Released Parties.

- **PAGA Penalty Payment:** Pursuant to California Labor Code Section 2698 *et seq.*, known as the Private Attorney General Act or “PAGA”, the Parties designate a “PAGA Allocation” in the amount of Sixty Thousand Dollars and Zero Cents (\$60,000.00) of the Gross Settlement Amount as payment for Plaintiff’s claims on her own behalf and on behalf of all aggrieved employees for penalties under the PAGA.

- Defendant shall pay seventy-five percent (75%) of the PAGA Allocation, or Forty Five Thousand Dollars and Zero Cents (\$45,000.00), to California's Labor & Workforce Development Agency.
- Twenty-five percent (25%) of the PAGA Allocation, or Fifteen Thousand Dollars and Zero Cents (\$15,000.00) shall be divided among PAGA Members as Individual PAGA Payments, and you will not be able to opt out or exclude yourself from this portion of the settlement. The Individual PAGA Payment will be calculated by dividing \$15,000.00 by the total workweeks worked by all PAGA Members during the PAGA Period as reflected in company records, and then multiplying that number by number of workweeks that you worked during the PAGA Period as reflected in company records. The number of workweeks worked during the PAGA Period shall be determined by the Settlement Administrator based on data to be provided by Defendant, as may be modified by the Settlement Administrator's or Court's resolution of any challenges.
- **Your Individual PAGA Payment is estimated to be \$ [REDACTED].**
- Enhancement Payment: Named Plaintiff will request an award not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) in recognition of her work in this Action on behalf of the Class and a general release of all of her individual claims.
- Attorney's Fees and Expenses Payment: Class Counsel (listed below) will seek a total amount of money not to exceed One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) to be paid in accordance with the Settlement for any and all attorney's fees and Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) in costs and expenses relating to the Action.
- Settlement Administration: The cost of settlement administration will not exceed Seventeen Thousand Dollars and Zero Cents (\$17,000.00), which pays for tasks such as translating and mailing this Notice, mailing checks and tax forms, reporting to the parties and the Court, and tracking submitted requests for exclusions.

6. WHAT AM I RELEASING UNDER THE SETTLEMENT?

Unless you timely exclude yourself from the class (as discussed below), you on behalf of yourself and your respective heirs, executors, administrators, representatives, successors and assigns irrevocably and unconditionally forever and fully release any and all Released Parties from any and all Settled Claims.

"Released Parties" means Defendant and its affiliated companies, parents, members, subsidiaries, related companies and business concerns, past and present, including its predecessors and successors, and each of them, as well as each of its insurers, partners, trustees, directors, owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past and present, and each of them and anyone acting in concert with foregoing.

"Settled Claims" means all claims under state, federal, or local law against Released Parties, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the Operative Complaint, including, (a)-(b) any and all claims involving any alleged failure to pay minimum wage, contract wages, overtime/double-time, or other amounts of wages for failing to "compensate PLAINTIFF and CLASS MEMBERS for all wages earned and all hours worked" (see Cal Labor Code

§§ 510, 1194, 1197, 1198; IWC Wage Order No. 1-2001, §§ 3-4); (c) Failure to authorize and permit or pay premium payments for rest periods (see Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12); (d) Failure to provide meal periods or pay premium payments for periods (see Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11); (e) Failure to provide accurate, itemized wage statements (see Labor Code § 226(a)); (f) failure to pay wages due to discharged and quitting employees (see Labor Code §§ 201-203); (g) unfair business practices (see Bus. and Prof. Code § 17200, et seq.); and (h) failure to accrue, carry over, permit use of, calculate, pay and display sick leave pay (Labor Code §246). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. The Parties hereby agree to a release by Plaintiff and the Participating Class Members of the Released Parties of all claims which were or could have been asserted in Plaintiff's Class Complaint in this Action. Plaintiff agrees not to object to or seek exclusion from the settlement, and further agrees to not appeal any orders preliminarily or finally approving the settlement.

Under the Settlement, all PAGA Members and the LWDA and interests held by the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and the applicable Wage Orders and: (a)-(b) any and all claims involving any alleged failure to pay minimum wage, contract wages, overtime/double-time, or other amounts of wages for failing to compensate PAGA Members for all wages earned and all hours worked" (see Cal Labor Code §§ 510, 1194, 1197, 1198; IWC Wage Order No. 1-2001, §§ 3-4); (c) Failure to authorize and permit or pay premium payments for rest periods (see Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12); (d) Failure to provide meal periods or pay premium payments for periods (see Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11); (e) Failure to pay wages during employment (Labor Code §204); (f) Failure to provide accurate, itemized wage statements (see Labor Code § 226(a)); (g) failure to pay wages due to discharged and quitting employees (see Labor Code §§ 201-203); (h) and failure to accrue, carry over, permit use of, calculate, pay and display sick leave pay (Labor Code §246). ("Settled PAGA Claims")

Opting-out of the class portion of the proposed Settlement will not impact your inclusion in the PAGA portion of settlement and release of PAGA Settled Claims.

7. WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT?

To receive your Individual Class Payment and Individual PAGA Payment, you do not need to do anything. You must, however, notify the Settlement Administrator of any change in your name, mailing address, and/or telephone number. It is your responsibility to keep the Settlement Administrator informed of any such change, as your Individual Class Payment and Individual PAGA Payment will be mailed to the address on file.

Once you receive the check your Individual Class Payment and Individual PAGA Payment, you shall have One Hundred Eighty (180) calendar days after mailing by the Settlement Administrator to cash your Settlement checks. If you do not cash your check within that period, your check will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within

One Hundred Eighty (180) days of mailing shall be delivered to the State Controller's Office Unclaimed Wage Fund or as otherwise directed by the Court.

The Individual Class Payment shall be broken down as follows: Thirty percent (30%) of each Individual Payment will be allocated to wages and W-2s shall be issued, thirty-five percent (35%) of each Individual Payment will be considered interest and will be reported as such to each Participating Class Member on an IRS Form 1099, and thirty-five percent (35%) of each Individual Class Payment distributed will be considered penalties and will be reported as such to each Participating Class Member on an IRS Form 1099. The Individual PAGA Payments to PAGA Members will be designated as payments for alleged penalties and other non-wage amounts. The Administrator will report the Individual PAGA Payments and the non-wage portions of the Individual Class Payments on IRS 1099 Forms.

Neither Defendant nor any Released Party offers tax advice regarding this Settlement. You may consider contacting an accountant and/or tax attorney to determine the appropriate amount of taxes that should be paid on your payments under the Settlement. Payments awarded to you will not form the basis for additional contributions to or benefits under any benefit plans, policies or bonus programs that may exist and/or be offered to you through, by or in conjunction with Defendant or any other Released Party.

8. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS CLASS ACTION SETTLEMENT?

You have the right to request exclusion from the class portion of the Settlement. To do so, you must fill out and submit an Opt Out Form included in this packet to the Settlement Administrator at the following address: [REDACTED]. To be valid, the opt out form must be: (1) filled out by you; (2) signed by you; and (3) postmarked or fax stamped by [60 days after mailing date] and returned to the Settlement Administrator at the specified address or fax number. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement, and you will be barred from pursuing the Settled Claims.

You cannot opt-out of the PAGA portion of the proposed Settlement. The opt out form will not impact your inclusion in the PAGA portion of settlement and release of PAGA Settled Claims.

If you timely request to be excluded from the class portion of the proposed Settlement, you will not be entitled to receive the Individual Class Payment, but you will still receive your Individual PAGA Payment. Class Counsel will not represent your interests if you request to be excluded.

9. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Participating Class Member (that is, a Class Member who has not asked to be excluded from the Settlement) may object to the Settlement. If you object to the Settlement, you may, but you are not required to, appear at the hearing where the Court will make a final decision whether or not to approve the Settlement ("Final Approval Hearing"). Your objection will be valid so long as you submit a written objection as set forth below or appear at the Final Approval Hearing. The Final Approval Hearing is scheduled to take place on [REDACTED], 2026, at [REDACTED] a.m./p.m. in Department S26 of the San Bernardino County Superior Court, located at the address below. The hearing may be continued (moved to another date) without further notice to you, but you can check the current date of the hearing by accessing the case information on the court's website, as described at the end of this notice.

If you wish to object, you may a written objection to the Settlement Administrator at the following address: [REDACTED]. To be valid, the written objection must be signed by the Class Member and state: (1) the full name of the Participating Class Member; (2) the address of the Participating Class Member; (3) the basis for the objection; and (4) if the Class Member intends to appear at the Final Approval Hearing. A Class Member who wishes to object in writing must submit his or her objection to the Settlement Administrator no later than [60 days after mailing date]. The Parties shall be permitted to file responses to the objection in addition to any motion for final approval documents.

CLASS COUNSEL JOSEPH LAVI, ESQ. VINCENT C. GRANBERRY, ESQ. ERIC J. NAESSIG, ESQ. Lavi & Ebrahimian, LLP 8889 W. Olympic Boulevard, Suite 200 Beverly Hills, California 90211 Telephone: (310) 432-0000	DEFENDANT' COUNSEL JAMES E. HART, ESQ. IAN G. ROBERTSON, ESQ. LITTLER MENDELSON, P.C. 18565 Jamboree Road Suite 800 Irvine, CA 92612
	THE COURT San Bernardino County Superior Court Department S26 247 West Third Street San Bernardino, CA 92415

The Court has decided that the law firms listed above under “CLASS COUNSEL” are qualified to represent the Participating Class Members. However, you have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

Submitting an objection will *not* exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still have the right to receive an Individual Class Payment and will be barred from pursuing the Settled Claims. Do not submit both an objection and request for exclusion. If you submit both a request for exclusion and an objection, you will be excluded from the class and the objection will not be considered, and you will remain part of the PAGA portion of the settlement.

10. WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Participating Class Members who do not request to be excluded from the Settlement and PAGA members whether or not they receive or timely cash their checks for their Individual Class Payments or Individual PAGA Payments. Final approval of the Settlement will bar any Participating Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding any Settled Claims, and all PAGA Members will be barred from pursuing released PAGA claims. The Joint Stipulation of Class Action and PAGA Settlement and Release on file with the Court contains additional details about the scope of the release.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. The Settlement, pleadings and all other records of this litigation may be examined and copied any time during regular office hours in the Clerk's Office of the San Bernardino County Superior Court listed above as "THE COURT." In addition, you may obtain these records on the Court's website at <https://cap.sb-court.org/search> by clicking "Search," then "Case Information," then typing in the case number contained within this letter in after "Case Number," then clicking "Search" after completing the reCAPTCHA prompt.

If you have any questions about the Settlement, you can contact Class Counsel, whose contact information is listed above in "CLASS COUNSEL" or the Settlement Administrator at:

[List claims administrator information]

You may seek the advice and guidance of your own attorney at your own expense.

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION
REGARDING THIS SETTLEMENT.***

Exhibit B

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 Eric J. Naessig, Esq. (SBN 343081)
4 **LAVI & EBRAHIMIAN, LLP**
5 8889 W. Olympic Boulevard, Suite 200
6 Beverly Hills, California 90211
7 Telephone: (310) 432-0000
8 Facsimile: (310) 432-0001
9 Email: jlavi@lelawfirm.com
10 vgranberry@lelawfirm.com
11 enaessig@lelawfirm.com

12 Attorneys for Plaintiff VANESSA K. MARQUEZ,
13 on behalf of herself and others similarly situated

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

VANESSA K. MARQUEZ, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

COASTAL PACIFIC FOOD DISTRIBUTORS,
INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No.: CIVSB2308038

CLASS ACTION

*[ASSIGNED FOR ALL PURPOSES TO
JUDGE CHRISTIAN TOWNS IN DEPT. S26]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with the Notice of Motion
and Motion; Memorandum; and the
Declaration of Eric J. Naessig in Support]*

Hearing Information:

Date:

Time:

Dept.: S26

1 The Motion for Preliminary Approval of a Settlement came before this Court on December
2 [REDACTED], 2025, at [REDACTED] a.m., or as soon thereafter as the matter can be heard in Department S26 of
3 the San Bernardino County Superior Court – San Bernardino Justice Center located at 247 West 3rd
4 Street, San Bernardino, CA 92415. The Court, having considered the proposed Class Action and Joint
5 Stipulation Of Class Action And Paga Settlement And Release entered into by and between Plaintiff
6 Vanessa K. Marquez (“Plaintiff”) and Defendant Coastal Pacific Food Distributors, Inc.
7 (“Defendant”) attached as **Exhibit 1** to the Declaration of Eric J. Naessig in Support of Plaintiff’s
8 Motion for Preliminary Approval of Class Action Settlement, and the Exhibits attached thereto
9 (hereafter collectively, the “Settlement” or “Settlement Agreement”); having considered the Motion
10 for Preliminary Approval of Class Action Settlement filed by the parties; having considered the
11 respective points and authorities and declarations submitted by the parties in support thereof; and
12 good cause appearing, HEREBY ORDERS THE FOLLOWING:

13 1. The Court grants preliminary approval of the settlement as set forth in the Settlement
14 and finds the terms to be within the range of reasonableness of a settlement that ultimately could be
15 granted approval by the Court at the Final Fairness Hearing. For purposes of the Settlement only, the
16 Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-
17 defined community of interest among the Class in questions of law and fact. Therefore, for settlement
18 purposes only, the Court grants conditional certification of the following “Class” defined as follows:

19 A all current or former hourly-paid or non-exempt employees of Defendant who worked for
20 Defendant within the State of California at any time during the Class Period. The “Class
21 Period” is the period from June 1, 2022 through November 1, 2024.

22 2. For purposes of the Settlement only, the Court further designates Plaintiff Vanessa K.
23 Marquez as Class Representative, and Joseph Lavi, Esq., Vincent C. Granberry, Esq., Cassandra A.
24 Castro, Esq., and Eric J. Naessig, Esq., of Lavi & Ebrahimi, LLP as Class Counsel.

25 3. The Court appoints Phoenix Settlement Administrators as the Settlement
26 Administrator.

27 4. A final fairness hearing on the question of whether the proposed Settlement should be
28 finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in

1 Department S26 of this Court, located at 247 West 3rd Street, San Bernardino, CA 92415 on
2 _____, 2026, at _____ a.m./p.m.

3 5. At the final fairness hearing, the Court will consider: (a) whether the Settlement should
4 be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting approval
5 of the Settlement should be entered; and (c) whether Plaintiff's application for an award of attorneys'
6 fees, attorneys' costs, and Plaintiff's enhancement award should be granted.

7 6. Counsel for the Parties shall file memoranda, declarations, or other statements and
8 materials in support of their request for final approval by no later than 16 court days prior to the final
9 fairness hearing.

10 7. Class Counsel shall file a motion for an award of attorneys' fees, attorneys' costs,
11 and Plaintiff's enhancement award no later than 16 court days prior to the final fairness hearing.

12 8. The Court approves, as to form and content, the Class Notice which is appended to
13 the Settlement Agreement.

14 9. No later than thirty (30) days following the date the Court enters this order, Defendant
15 shall provide the following information to the Settlement Administrator: a list of Class Members and
16 PAGA Members that identifies, for each Class Member/PAGA Member, his/her name, Social
17 Security number, last-known address, Class Workweeks, and PAGA Workweeks. ("Class Data").

18 10. Within seven (7) calendar days after receiving the Class Data, the Settlement
19 Administrator shall disseminate the Class Notice to all the Class Members identified in the Class Data
20 by first-class U.S. Mail.

21 11. Class Members shall have sixty (60) calendar days from the date the Settlement
22 Administrator mails Notice to the Class Members to fax, email, or mail Opt Out Requests from the
23 Settlement or fax, email, or mail an Objection to the Settlement ("Exclusion Period").

24 12. The Court finds that the forms of Class Notice to the Class regarding the pendency
25 of the action and of this Settlement, and the methods of giving notice to members of the Settlement
26 Class constitute the best notice practicable under the circumstances and constitute valid, due, and
27 sufficient notice to all members of the Class. They comply fully with the requirements of California
28

Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

13. The Court further approves the procedures for Class Members to participate in, opt out of, or object to the Settlement, as set forth in the Settlement Agreement and Class Notice.

14. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Opt Out Request not later than 60 days after the Administrator mails the Class Notice. An Opt Out Request is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address telephone number. To be valid, an Opt Out Request must be timely faxed, emailed, or postmarked before the end of the Exclusion Period.

15. 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 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 60 days after the Administrator's mailing of the Class Notice.

16. Pending the Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement, which are not materially inconsistent with either this Order or the terms of the Settlement.

18. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Class Data: Last day for Defendant to provide the Settlement Administrator the Class Database	30 days after the Court's entry of this Order
Notice Date: last day for Administrator to mail Class Notice to Class Members.	7 days after receipt of the Class Data

1 2 3 4 5 6 7 8 9	Deadline for Exclusion Period: (i) last day for Settlement Class Members to submit Opt Out Request; (ii) last day for class members to submit Objections	60 calendar days after the date of mailing of the Class Notice
10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	Last day for class counsel to file motion for award of attorneys' fees, reimbursement of litigation expenses and class representative enhancement.	16 Court days prior to the final fairness hearing
	Last day for parties to file motion and supporting documents for final approval of class action settlement.	16 Court days prior to the final fairness hearing
	Last day for the Parties to respond to Objections	5 court days prior to the final fairness hearing
	Hearing on final approval of class action settlement.	Approximately 150 days after the Court grants preliminary approval of the Settlement

19. The Fairness Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court. The Settlement Administrator will provide notice to any objecting Class Member if there is a change in the date and/or time of the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

Hon. Christian Towns
Judge of the Superior Court

1 The Motion for Preliminary Approval of a Settlement came before this Court on December
2 [REDACTED], 2025, at [REDACTED] a.m., or as soon thereafter as the matter can be heard in Department S26 of
3 the San Bernardino County Superior Court – San Bernardino Justice Center located at 247 West 3rd
4 Street, San Bernardino, CA 92415. The Court, having considered the proposed Class Action and Joint
5 Stipulation Of Class Action And Paga Settlement And Release entered into by and between Plaintiff
6 Vanessa K. Marquez (“Plaintiff”) and Defendant Coastal Pacific Food Distributors, Inc.
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9 (hereafter collectively, the “Settlement” or “Settlement Agreement”); having considered the Motion
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14 and finds the terms to be within the range of reasonableness of a settlement that ultimately could be
15 granted approval by the Court at the Final Fairness Hearing. For purposes of the Settlement only, the
16 Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-
17 defined community of interest among the Class in questions of law and fact. Therefore, for settlement
18 purposes only, the Court grants conditional certification of the following “Class” defined as follows:

19 A all current or former hourly-paid or non-exempt employees of Defendant who worked for
20 Defendant within the State of California at any time during the Class Period. The “Class
21 Period” is the period from June 1, 2022 through November 1, 2024.

22 2. For purposes of the Settlement only, the Court further designates Plaintiff Vanessa K.
23 Marquez as Class Representative, and Joseph Lavi, Esq., Vincent C. Granberry, Esq., Cassandra A.
24 Castro, Esq., and Eric J. Naessig, Esq., of Lavi & Ebrahimi, LLP as Class Counsel.

25 3. The Court appoints Phoenix Settlement Administrators as the Settlement
26 Administrator.

27 4. A final fairness hearing on the question of whether the proposed Settlement should be
28 finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in

1 Department S26 of this Court, located at 247 West 3rd Street, San Bernardino, CA 92415 on
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3 5. At the final fairness hearing, the Court will consider: (a) whether the Settlement should
4 be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting approval
5 of the Settlement should be entered; and (c) whether Plaintiff's application for an award of attorneys'
6 fees, attorneys' costs, and Plaintiff's enhancement award should be granted.

7 6. Counsel for the Parties shall file memoranda, declarations, or other statements and
8 materials in support of their request for final approval by no later than 16 court days prior to the final
9 fairness hearing.

10 7. Class Counsel shall file a motion for an award of attorneys' fees, attorneys' costs,
11 and Plaintiff's enhancement award no later than 16 court days prior to the final fairness hearing.

12 8. The Court approves, as to form and content, the Class Notice which is appended to
13 the Settlement Agreement.

14 9. No later than thirty (30) days following the date the Court enters this order, Defendant
15 shall provide the following information to the Settlement Administrator: a list of Class Members and
16 PAGA Members that identifies, for each Class Member/PAGA Member, his/her name, Social
17 Security number, last-known address, Class Workweeks, and PAGA Workweeks. ("Class Data").

18 10. Within seven (7) calendar days after receiving the Class Data, the Settlement
19 Administrator shall disseminate the Class Notice to all the Class Members identified in the Class Data
20 by first-class U.S. Mail.

21 11. Class Members shall have sixty (60) calendar days from the date the Settlement
22 Administrator mails Notice to the Class Members to fax, email, or mail Opt Out Requests from the
23 Settlement or fax, email, or mail an Objection to the Settlement ("Exclusion Period").

24 12. The Court finds that the forms of Class Notice to the Class regarding the pendency
25 of the action and of this Settlement, and the methods of giving notice to members of the Settlement
26 Class constitute the best notice practicable under the circumstances and constitute valid, due, and
27 sufficient notice to all members of the Class. They comply fully with the requirements of California
28

Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

13. The Court further approves the procedures for Class Members to participate in, opt out of, or object to the Settlement, as set forth in the Settlement Agreement and Class Notice.

14. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Opt Out Request not later than 60 days after the Administrator mails the Class Notice. An Opt Out Request is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address telephone number. To be valid, an Opt Out Request must be timely faxed, emailed, or postmarked before the end of the Exclusion Period.

15. 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 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 60 days after the Administrator's mailing of the Class Notice.

16. Pending the Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement, which are not materially inconsistent with either this Order or the terms of the Settlement.

18. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
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	Last day for parties to file motion and supporting documents for final approval of class action settlement.	16 Court days prior to the final fairness hearing
	Last day for the Parties to respond to Objections	5 court days prior to the final fairness hearing
	Hearing on final approval of class action settlement.	Approximately 150 days after the Court grants preliminary approval of the Settlement

19. The Fairness Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court. The Settlement Administrator will provide notice to any objecting Class Member if there is a change in the date and/or time of the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

Hon. Christian Towns
Judge of the Superior Court