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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

**IN RE: STANISLAUS FOOD PRODUCTS
COMPANY EMPLOYMENT CASES**

CASE NO.: CV-23-001433

Included Actions:

Assigned to the Hon. John Freeland

*Rigoberto Valle v. Stanislaus Food Products
Company, Case No. CV-23-001433*

*Mario Castillo v. Stanislaus Food Products
Company, Case No. CV-23-003465*

*Victoria Martinez v. Stanislaus Food Products
Company, Case No. CV-23-004653*

*Rebeca Balbuena Andres v. Stanislaus Food
Products Company, Case No. CV-23-007019*

*Martin Sohal v. Stanislaus Food Products
Company, Case No. CV-24-000548*

**DECLARATION OF MEHRDAD
BOKHOUR IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing

Date: December 20, 2024

Time: 8:30 a.m.

Dept.: 23

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1 firm is acting as lead counsel in at least twenty-five wage-and-hour class actions and co-counsel in at
2 least twenty others.

3 8. I have been selected as a “Super Lawyer Rising Star” in Employment Litigation during
4 the years 2017, 2018, 2019, 2020, and 2021, and in 2022-2023, I was selected as a “Super Lawyer,”
5 a distinction that is reserved for the top 2.5% of lawyers in the practice area.

6 9. I have also been recognized by TopVerdicts.com for achieving several of the top wage
7 and hour class and PAGA action settlements in California.

8 10. Through a contested but productive mediation, Plaintiffs Rigoberto Valle, Mario
9 Castillo, Victoria Martinez, Rebeca Balbuena Andres, and Martin Sohaland Defendant Stanislaus
10 Food Products Company (“Defendant”) (collectively, the “Parties”) entered into a Class Action and
11 PAGA Settlement Agreement resolving the wage and hour claims of the Class (“Agreement”), which
12 is attached hereto as **Exhibit “A.”** The Settlement Agreement seeks to fully release and discharge it
13 from the claims brought against it in this matter in exchange for Defendant’s agreement to pay
14 \$3,500,000 on a non-reversionary, non-claim-made basis (each Class Member will receive his/her
15 share of the Net Settlement Amount without having to submit a claim form or taking action, except
16 for those who opt-out). Plaintiffs seek to represent a Class of all current and former California-based
17 non-exempt hourly employees of Defendant who worked at least one Workweek from March 21,
18 2019, through July 12, 2024 (“Class Period”).

19 11. Under the terms of the Settlement Agreement,¹ Defendant will not oppose Plaintiffs
20 Counsel’s application for a reasonable award of attorney’s fees not to exceed 1/3 of the Gross
21 Settlement Amount, litigation expenses not to exceed \$50,000, Settlement Administrator Costs of
22 \$32,000, PAGA penalties of \$100,000 (with 75% to the LWDA and 25% to the Aggrieved Employees
23 on a pro-rata basis), and a Service Payment of \$7,500 to each named Plaintiff (“Class
24 Representatives”).

<i>Gross Settlement Amount</i>	\$ 3,500,000.00
Attorneys’ Fees (1/3)	\$ 1,166,666.66
Litigation Costs	\$ 50,000.00
Administrator Costs	\$ 32,000.00

27 ¹ The Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or “S.A.”) is attached as
28 Exhibit A to the Declaration of Mehrdad Bokhour (“Bokhour Decl.”)

PAGA Penalties	\$ 100,000.00
Class Representatives Service Awards	\$ 37,500.00
<i>Net Settlement Amount</i>	\$ 2,113,833.34

12. On March 21, 2023, Plaintiff Rigoberto Valle filed his original Complaint, asserting causes of action against SFP for (1) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code sections 512 and the Applicable IWC Wage Order; (2) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code sections 226.7 and the Applicable IWC Wage Order; (3) Failure to Provide Wages at Termination/Separation in Violation of Cal. Lab. Code sections 201, 202, and 203; (4) Violation of Unfair Business Practices Act (Bus. & Prof. Code §§ 17200, et seq.); and (5) Failure to Pay Wages in Violation of Cal. Labor Code sections 204, 210.

13. On September 5, 2024, Plaintiffs filed a consolidated, First Amended Complaint in this action, asserting causes of action against SFP for Failure to Pay Minimum Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Periods, Failure to Provide Rest Periods or Heat Recovery Periods, Failure to Pay Wages Upon Termination, Failure to Provide Accurate Wage Statements, Failure to Maintain Payroll Records, Failure to Provide Copies of Records, Failure to Timely Pay Wages Owed During Employment, Failure to Pay Sick Time Pay, Failure to Provide Written Notice of Employment Terms; Failure to Provide/Properly Pay Paid Time Off; Failure to Reimburse Necessary Business Expenses, Failure to Provide Suitable Seating, and Failure to Minimize Excessive Indoor Heat.

14. Defendant retained counsel and immediately began to defend the case. Defendant vigorously denies each of the claims in the Operative Complaint and the PAGA Notices and further denies that it is liable to Plaintiffs or the Class, the State of California, or the PAGA Members, and further denies that, for any purpose other than settling the Action, this Action is not appropriate for class or representative action treatment.

15. On February 26, 2024, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., which led to this Agreement to settle the Action. The parties entered into a Memorandum of Understanding.

16. In preparation for the mediation, the Parties informally exchanged documents and information that allowed both sides to calculate potential damages and evaluate potential risk,

1 including policies and procedures pertaining to each claim alleged, and statistics relating to the
2 number of current and former employees, number of shifts, pay periods worked and other things.
3 Defendant also provided its written policies and practices and a robust production of payroll and
4 timekeeping records for Class Members covering over 750,000 shifts worked. This information
5 enabled both parties to take a deep dive into the claims. Additionally, during this process, Plaintiffs
6 and their counsel analyzed, researched, and investigated the potential issues, including matters related
7 to the calculation of damages, trial, and appellate issues and risks.

8 17. Plaintiffs alleged numerous wage and hour violations on behalf of the Class Members.
9 However, Defendant vigorously contested and denied Plaintiffs' material allegations on the merits
10 and as to the propriety of a class action or PAGA representative action.

11 18. Plaintiffs advanced several strong wage and hour claims against Defendant. For
12 instance, Plaintiffs argued that there were two distinct unpaid wage violations for which Defendant
13 was liable, including: (1) Defendant's failure to include all earned bonuses, and shift differentials in
14 the "regular rate of pay" calculations for purposes of paying overtime and sick pay; and (2)
15 Defendant's failure to pay all minimum and overtime wages due to Defendant's uneven time rounding
16 policy. Defendant opposed these unpaid wage claims on the merits and as to the propriety of class
17 certification.

18 19. Plaintiffs also alleged that they and the Class Members were often denied compliant
19 meal and rest periods and were not paid premium pay for missed/non-compliant meal and rest periods.
20 However, Defendant argued that they provided and made all mandated meal and rest periods available
21 to the Class, and any employee who did not take a break did so entirely of their own volition. Thus,
22 Defendant argued that these claims were without merit because, for each violation, a factfinder would
23 have to determine why a break was noncompliant because if it was by the employee's choice, no
24 liability attaches to Defendant.

25 20. Based upon detailed data obtained through informal discovery and information
26 exchanges, Plaintiffs' counsel estimated the following big-picture data points through the date of
27 mediation: (1) 4,809 Class Members who worked approximately 177,368 workweeks.

1 21. First, Plaintiffs contended that their strongest claims were for unpaid wages arising
2 from two different violations. In this regard, the Plaintiffs argued that the Defendant's allegedly non-
3 neutral rounding practice/policy resulted in a systemic failure to pay all minimum and overtime wages
4 due. Notably, this claim was limited to 2019 as Defendant discontinued this practice.

5 22. Based on the Plaintiffs' analysis of the timekeeping and payroll records and data
6 produced, the Plaintiffs concluded that the rounding policy resulted in several Class Members being
7 underpaid, for a net average of .5 minutes of unpaid time per shift, for a total of approximately 21,065
8 hours of unpaid time. This results in a total of \$448,473 in unpaid wage damages (21,065 hours x
9 \$21.29 (hourly rate) = \$448,473)

10 23. Therefore, Plaintiffs assigned an additional 35% discount for risks at the merits stage,
11 resulting in a total risk-adjusted value for the rounding claims of \$160,329.

12 24. Next, Plaintiffs alleged that Defendant failed to account for non-discretionary bonuses
13 and other incentive pay when calculating the "regular rate of pay" when paying overtime and sick
14 pay wages. However, Defendant argued that it correctly calculated the "regular rate of pay," because
15 such bonuses/incentive pay were not part of the regular rate of pay calculation, and that any
16 underpayment was in good faith and *de minimums*, if any. Indeed, Defendant's sampling of pay
17 records revealed that any such underpayment of minimum and overtime wages was minimal.

18 25. Next, Plaintiffs alleged that Defendant failed to account for non-discretionary bonuses
19 and other incentive pay when calculating the "regular rate of pay" when paying overtime and sick
20 pay wages. However, Defendant argued that it correctly calculated the "regular rate of pay," because
21 such bonuses/incentive pay were not part of the regular rate of pay calculation, and that any
22 underpayment was in good faith and *de minimums*, if any. Indeed, Defendant's sampling of pay
23 records revealed that any such underpayment of minimum and overtime wages was minimal.

24 26. Due to this and in light of Defendant's other defenses, Plaintiffs completely discounted
25 this claim keeping in mind that the true significant value of these unpaid wages claims lies in the
26 derivative claims for waiting time penalties under Labor Code § 203 and wage statement violations
27 under Labor Code § 226 as discussed below.

1 27. Moreover, Plaintiffs also alleged meal and rest break claims against Defendant. As it
2 pertains to Plaintiffs' meal period claim, after an expert review of the Defendant's sampling of
3 timekeeping records, the Plaintiffs' counsel estimated a 34% violation rate for meal periods and 25%
4 for rest breaks. Given the total number of shifts at issue (approximately 871,667), this established
5 maximum values of \$6,309,648 for meal periods (871,667 total shifts x 34% violation rate x \$21.29
6 per Labor Code § 226.7) and \$4,639,447 for rest breaks (871,667 total shifts x 25% violation rate x
7 \$21.29 per Labor Code § 226.7).

8 28. However, Defendant raised numerous arguments in response to this claim, including
9 that they maintained fully compliant written policies and specifically authorized the Class Members
10 to take meal and rest breaks, meaning that no one had a reason or cause to miss a break or take a
11 short/late break. Therefore, Defendant asserted that a factfinder would have to determine for each
12 Class Member whether a break was missed and why, and why a break was non-compliant or
13 nonexistent because if it was by the employee's choice, no liability attaches to Defendant. These
14 defenses are factored into Plaintiffs' analysis in two ways. First, these issues raise questions regarding
15 whether Plaintiffs' meal and rest break claims could be certified. Therefore, Plaintiffs placed a 40%
16 risk at the class certification stage for meal periods and a 40% risk for rest periods. Second, these
17 defenses also apply to the merits given the evidentiary question of proving the number of meal and
18 rest period violations without adequate timekeeping records. As such, Plaintiffs placed a 40% risk on
19 the merits for meal periods and an additional 40% risk on the merits for rest periods, so this sets the
20 risk-adjusted value for the meal period claims as \$1,009,543 ($\$6,309,648 \times 40\% \text{ class cert risk} \times 40\%$
21 merits risk) and for the rest period claims as \$742,311 ($\$4,639,447 \times 40\% \text{ class cert risk} \times 40\%$
22 merits risk).

23 29. Finally, Plaintiffs alleged derivative claims for waiting time penalties and wage
24 statement violations. But these claims were entirely derivative of the claims above, meaning that
25 they only had merit if the claims for unpaid wages or meal/rest breaks were successful. The maximum
26 values for these claims were as follows: (1) \$7,572,427 [1,482 former employees x \$21.29 per hour
27 x 8 hours per day x 30 days], and (2) \$3,570,200 for wage statement violations [71,404 wage
28 statements at the \$50 formula under § 226(e)].

1 30. But Defendant raised a variety of defenses to these derivative claims that impacted the
2 valuation. Namely, Defendant argued that the wage statements did not violate Labor Code § 226 and,
3 even if there were a “technical” violation, Plaintiffs would be unable to prove the required “knowing
4 and intentional” and “injury” elements. Based on these facts and defenses, Plaintiffs applied the 40%
5 risk at class certification, and estimated another 40% risk on the merits, leading to a risk-adjusted
6 value of \$571,232 for the wage statement claims.

7 31. Then, as to the waiting time penalty claim, Plaintiffs’ valuation had to account for the
8 fact that this claim was derivative of the unpaid wage and meal/rest break claims, and if those claims
9 failed at certification or on the merits, there would be no waiting time penalties owed, so the same
10 risks for those claims applied to this claim. Furthermore, even if the unpaid wage and/or meal/rest
11 claims succeeded at certification and on the merits, Plaintiffs would have to prove that the violations
12 (if any existed) were “willful” under the meaning of Labor Code § 203. And, here, Defendant argued
13 there was no “willful” violation since they had compliant written policies and any deviations
14 therefrom were inadvertent and unintentional. As a result of this analysis, Plaintiffs’ counsel applied
15 the 75% risk at class certification and a 75% risk on the merits, leading to a risk-adjusted value of
16 \$2,839,660.

17 32. In sum, when factoring in the defenses and risks of ongoing litigation, Plaintiffs
18 estimate the risk-adjusted class recovery as follows:

19	• Unpaid Wage Claims	\$ 160,329
20	• Meal and Rest Break Claims	\$ 1,751,854
21	• Wage Statement Claims	\$ 571,232
22	• Waiting Time Penalty Claims	\$ 2,839,660
23	• Total Risk Adjusted Penalties and Damages	\$ 5,323,075

24 The reasonableness of the settlement is apparent from the fact that the proposed settlement is
25 65% of the risk-adjusted class damages and penalties.

26 33. And while the PAGA penalties had a maximum value in the mid seven figures, this
27 fails to acknowledge that courts have wide latitude to reduce the civil penalties “based on the facts
28 and circumstances of a particular case” and if “to do otherwise would result in an award that is unjust,

1 arbitrary and oppressive, or confiscatory.” Labor Code § 2699(e)(2). Moreover, Defendant argued
2 against the merits of the underlying claims, particularly that the “willfulness” standard and/or “good
3 faith” defenses mitigated the civil penalty claims and rendered any such penalties uncertain.
4 Defendant also argued that it is improper to stack civil penalty claims on top of the underlying
5 statutory claim.

6 34. The Settlement was the product of extensive arm’s length negotiations between
7 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial
8 and professional, the Settlement negotiations were adversarial and non-collusive in nature. The
9 Settlement reached is the product of substantial effort by the Parties and their counsel. Although
10 Plaintiffs and Class Counsel believed that there was a possibility of certifying the claims, they
11 recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable
12 decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or
13 on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any
14 of its defenses, the Class Members may not have received any substantial monetary recovery.

15 35. The Settlement will result in a fair payment to each Settlement Class Member based
16 on the number of Workweeks worked during the Class Period. As set forth hereinabove, Plaintiffs
17 and counsel have diligently investigated the claims and defenses on behalf of the Class Members and
18 worked to resolve the claims to maximize the recovery by avoiding further expenditure of attorneys’
19 fees and costs. After evaluating the significant risks attendant with further litigation described above
20 and weighing them against the benefits of a known compromise and settlement as set forth in the
21 Settlement Agreement, a settlement on the terms agreed to is believed to be in the best interest of
22 Plaintiffs and the Class and is a fair and reasonable resolution of the claims alleged.

23 36. Plaintiffs’ counsel brought to bear a great deal of collective experience in negotiating
24 the settlement of this case. As detailed herein, Plaintiffs’ counsel engaged in necessary informal
25 discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed
26 judgment throughout the settlement process, including significant document review (e.g., documents
27 pertaining to Defendant’s policies and procedures, personnel documents, wage statements, time
28 records, among others) and conducted an extensive analysis and extrapolation of the sampling of

1 class-wide data provided by Defendant.

2 37. Based on our experience in other cases, including wage and hour matters, class counsel
3 is qualified to evaluate the class claims and viability of defenses in this class action. In this case, the
4 recovery for each Class Member is reasonable, fair, and adequate, and a settlement at this time is in
5 the Class's best interest. The Settlement compensates each Class Member for the alleged violations
6 when viewed in relation to the costs and risks inherent in obtaining class certification and proceeding
7 to trial.

8 38. Plaintiffs' counsel and Defendant's counsel fully endorse the terms and conditions of
9 the Settlement as set forth in the abovementioned Settlement Agreement.

10 39. Of course, the Settlement Amount represents a compromise figure, taking into account
11 the various risks surrounding class certification and the merits of Defendant's asserted defenses.
12 Nevertheless, the Settlement provides for fair and adequate payments to the Class Members, with no
13 reversion to Defendant.

14 40. Plaintiffs seek a Service Award not exceeding \$7,500 each, which we believe is fair
15 and warranted. Plaintiffs agreed to come forward to effectuate a policy and practice change that
16 benefitted all other Class Members and to recover unpaid wages and penalties. They assumed
17 significant risk in bringing this litigation; namely, had they lost, they would have been ordered to pay
18 the Defendant's costs.

19 41. Plaintiffs provided invaluable assistance to the investigation and prosecution of this
20 case, including providing factual background for the class and PAGA Complaint; reviewing the
21 litigation documents; providing information and documentation about Defendant's policies and
22 practices; participating in phone calls to discuss litigation and settlement strategy; and reviewing the
23 settlement documents. Plaintiffs agreed to participate in this case with no guarantee of personal
24 benefit. Plaintiffs' comprehensive declaration setting forth all of the reasons why they believes that
25 the Service Award should be approved has been filed herewith.

26 42. As set forth above, I have handled upwards of 100 class and representative actions,
27 have been appointed as class counsel and have successfully litigated and resolved several class
28 actions, and many others remain pending.

1 43. When this case was taken on a contingency fee basis, with our firms agreeing to
2 assume responsibility for all litigation costs, the ultimate result was far from certain. During this
3 litigation, we paid all costs, including the filing fees, court costs, research/database fees, mediation
4 costs, and expert costs. There was never a guarantee that our firms would recoup these expenditures.

5 44. It is our experience that attorneys' fee awards of one-third of a common fund
6 settlement are the standard in California. Once the Court grants preliminary approval of the
7 Settlement Agreement and the Notice Packet is disseminated, Plaintiff's counsel will submit a request
8 for attorneys' fees and costs with its final approval motion. Defendant does not oppose this fee
9 request. The fee is further warranted because it is within the range of reasonableness and will be based
10 on the actual amount incurred at the time of final approval.

11 45. Subject to the Court's approval, the parties have selected ILYM Group, Inc. to serve
12 as the Settlement Administrator. ILYM Group, Inc. is experienced in administering class action
13 settlements and will not be more than \$32,0000 to administer this class action Settlement.

14 46. Attached hereto as **Exhibit "B"** is the Class Notice subject to Court approval.

15 47. Plaintiffs have concurrently submitted the Settlement to the LWDA in accordance
16 with Labor Code Section 2699(1)(2). The proof of submission is attached hereto as **Exhibit "C."**

17 48. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
18 approval of the Settlement as being fair, reasonable, and in the best interests of the Class, as well as
19 preliminarily approve the requested attorneys' fees and costs, and service award to the Class
20 Representative.

21 49. The proposed Notice Packet and proposed plan for the Settlement Administrator to
22 mail the Notice Packet to the last known address of all Class Members complies with all the
23 requirements of California Rule of Court 3.79(f) and 3.766(b). The contents of the proposed Notice
24 Packet include (1) the material terms of the Settlement; (2) the proposed attorneys' fees and costs and
25 the Settlement Administration Costs; (3) details about the final fairness hearing and how Class
26 Members may elect to exclude themselves or make an objection; and (4) how Class Members can
27 obtain additional information.

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I declare under penalty of perjury under the laws of California that the foregoing is true and correct on this 26th of November 2024, at Los Angeles, California.

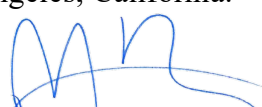
By: 
Mehrdad Bokhour, Esq

EXHIBIT “A”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Rigoberto Valle, Mario Castillo, Victoria Martinez, Rebeca Balbuena Andres, and Martin Sohal (collectively "Plaintiffs") and Defendant Stanislaus Food Products Company ("SFP" or "Defendant"). The Agreement refers to Plaintiffs and Stanislaus collectively as "Parties" or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the lead case alleging wage and hour violations and related claims against SFP initiated by Rigoberto Valle on March 21, 2023, in the Superior Court of the State of California in and for the County of Stanislaus, Case No. CV-23-001433, currently captioned *RIGOBERTO VALLE on behalf of himself and similarly situated employees v. STANISLAUS FOOD PRODUCTS COMPANY, a California Corporation; DOES 1-20, inclusive, Superior Court of the State of California for the County of Stanislaus*. The Action is inclusive of the member cases, *Mario Castillo v. Stanislaus Food Products Company*, Case No. CV-23-003465; *Victoria Martinez v. Stanislaus Food Products Company*, Case No. CV-23-004653; *Rebeca Balbuena Andres v. Stanislaus Food Products Company*, Case No. CV-23-007019; and *Martin Sohal v. Stanislaus Food Products Company*, Case No. CV-24-000548, concurrently filed in the Superior Court of the State of California in and for the County of Stanislaus.

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee," "PAGA Group," and/or "PAGA Employees" means all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the period from June 16, 2022, through July 12, 2024 (i.e., the PAGA Period).

1.5. "Class" or "Class Members" means all current and former hourly-paid and/or non-exempt employees of Defendant in California, employed between March 21, 2019, through July 12, 2024 (i.e., the Class Period).

1.6. "Class Counsel" means Drew Lewis of Drew Lewis, P.C.; Joshua Falakassa of Falakassa Law, P.C.; Mehrdad Bokhour of Bokhour Law Group, P.C.; Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC; and Marcus J. Bradley, Kiley L. Grombacher, and Emilie MacLean of Bradley/Grombacher, LLP.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in SFP's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the Court Approved Notice of Class Action Settlement And Hearing Date For Final Court Approval, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from March 21, 2019, through July 12, 2024.

1.13. "Class Representatives" means Rigoberto Valle, Mario Castillo, Victoria Martinez, Rebeca Balbuena Andres, and Martin Sohal.

1.14. "Class Representative Service Payment" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Stanislaus.

1.16. SFP means the named Defendant Stanislaus Food Products Company.

1.17. "Defense Counsel" means Laura E. Hayward and Nathaniel H. Jenkins of Littler Mendelson, P.C.

1.18. "Effective Date" means: (a) the date upon which the time for appeal of the Court's order granting final approval of the Settlement and entry of judgment expires; unless (b) an appeal is timely filed, then "Effective Date" means the date of final resolution of any appeal from the order granting final approval of the Settlement and entry of judgment.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means Three Million Five Hundred Thousand Dollars and Zero Cents (\$3,500,000.00), which is the total amount SFP agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LDWA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for SFP for at least one day in California during the PAGA Period.

1.31. "PAGA Period" means the period from June 16, 2022, through July 12, 2024.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code sections 2698. et seq.)

1.33. "PAGA Notice" means any and all PAGA notices submitted in the Action, including any amended PAGA letters filed or to be filed by Plaintiffs.

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000.00) and the 75% to the LWDA (\$75,000.00) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiffs" means Rigoberto Valle, Mario Castillo, Victoria Martinez, Rebeca Balbuena Andres, and Martin Sohal, the named plaintiffs in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of the PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41. "Released Parties" means: Defendant, and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for SFP for at least one day, during the Class Period.

2. RECITALS.

2.1. On March 21, 2023, Plaintiff Rigoberto Valle filed his original Complaint, asserting causes of action against SFP for (1) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code sections 512 and the Applicable IWC Wage Order; (2) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code sections 226.7 and the Applicable IWC Wage Order; (3) Failure to Provide Wages at Termination/Separation in Violation of Cal. Lab. Code sections 201, 202, and 203; (4) Violation of Unfair Business Practices Act (Bus. & Prof. Code §§ 17200, et seq.); and (5) Failure to Pay Wages in Violation of Cal. Labor Code sections 204, 210. On September 5, 2024, Plaintiffs filed a consolidated, First Amended Complaint in the Lead Action, asserting causes of action against SFP for Failure to Pay Minimum Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Periods, Failure to Provide Rest Periods or Heat Recovery Periods, Failure to Pay Wages Upon Termination, Failure to Provide Accurate Wage Statements, Failure to Maintain Payroll Records, Failure to Provide Copies of Records, Failure to Timely Pay Wages Owed During Employment, Failure to Pay Sick Time Pay, Failure to Provide Written Notice of Employment Terms; Failure to Provide/Properly Pay Paid Time Off; Failure to Reimburse Necessary Business Expenses, Failure to Provide Suitable Seating, and Failure to Minimize Excessive Indoor Heat (the “Operative Complaint”). SFP denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Castillo gave timely written notice to SFP and the LWDA by sending a PAGA Notice dated June 16, 2023; Plaintiff Martinez gave timely written notice to SFP and the LWDA by sending a PAGA Notice dated August 16, 2023; Plaintiff Sohal gave timely written notice to SFP and the LWDA by sending a PAGA Notice dated October 20, 2023; and Plaintiff Andres gave timely written notice to SFP and the LWDA by sending a PAGA Notice dated November 29, 2023; all asserting the same alleged Labor Code violations as asserted in their individual Complaints subsequently filed in Stanislaus County Superior Court. As part of this collective settlement, and pursuant to Labor Code section 2699.3, subd.(a), all Plaintiffs have collectively submitted an *amended* PAGA Notice dated September 5, 2024 under the *Castillo* LWDA Submission Number (AP-4571664), asserting the following alleged violations of the Labor Code: Sections 201-204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 256, 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 et seq., 2800, 2802, 2804, 2810.5; as well as all applicable Wage Orders.

2.3. On February 26, 2024, the Parties participated in an all-day mediation presided over by Francis J. (“Tripper”) Ortman III, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through formal and informal discovery, voluminous company records and documents from SFP, including time and payroll data for Plaintiffs, the Class, and the PAGA Group, and key data points. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification because the Parties engaged in mediation before any class certification briefing.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. SFP promises to pay Three Million Five Hundred Thousand Dollars and Zero Cents (\$3,500,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. SFP has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to SFP.

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

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

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$1,166,666.67 and a Class Counsel Litigation Expenses Payment of not more than \$50,000. SFP will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds SFP harmless, and indemnifies SFP, from any dispute or controversy regarding any division or sharing of any of these Payments. In the event that the Court reduces or does not approve the requested Class Counsel Fees Payment, Plaintiffs and Class Counsel shall not have the right to revoke the Agreement, and it will remain binding.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$32,000 except for a showing of good cause and as approved by the Court. To the extent the Administration

Expenses are less or the Court approves payment less than \$32,000 the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties, and liquidated damages (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$25,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Defendant represented at mediation that the extrapolated calculated number of to be approximately 177,368 workweeks ("Workweeks"). If Workweeks through July 12, 2024 exceed this Workweeks estimation by more than 10% (i.e., more than 195,105 Workweeks), Defendant shall have the sole option to either (a) increase the Total Settlement Amount on a proportional basis (i.e., if there was a 12% increase in the number of aggregate workweeks. Defendant shall increase the Total Settlement Amount by 12%); or (b) shorten the Class Period to reduce the number of workweeks to 195,104 workweeks and avoid application of the escalator clause.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, SFP will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. SFP has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which SFP must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. SFP shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay SFP's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after SFP funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds

represented by such checks equally between the selected *cy pres* recipients, Central California Legal Services and The Salvation Army.

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

5.RELEASES OF CLAIMS. Effective on the date when SFP fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' General Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, demands, damages, liquidated damages, monies, penalties, restitution, injunctive relief, attorneys' fees, costs, liabilities and/or causes of action of whatever kind or character, whether known or unknown, which Plaintiffs ever had, now have, have asserted or may hereafter assert or claim to have against the Released Parties arising out of or relating in any way to any acts, circumstances, facts, transactions, or omissions based on facts occurring up to and including the date Plaintiffs sign this Agreement. This release includes but is not limited to any and all claims arising under the (a) Americans with Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Fair Labor Standards Act, as amended and the Portal to Portal Act; (f) the Equal Pay Act; (g) the Employee Retirement Income Security Act, as amended; (h) the Consolidated Omnibus Budget Reconciliation Act; (i) the Rehabilitation Act of 1973; (j) the Family and Medical Leave Act; (k) the Civil Rights Act of 1966; (l) the California Fair Employment and Housing Act; (m) the California Constitution; (n) the California Labor Code; (o) the California Government Code; (p) the California Civil Code; and (q) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on equity, constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws, except for such claims that cannot be released by law. ("Plaintiffs' General Release.") Plaintiffs' General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

Nothing in this Agreement, including in the Plaintiffs' General Release, shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or act of retaliation against a person for reporting harassment or discrimination related to the Action; prevents Plaintiffs from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct they have reason to believe is unlawful; or waives Plaintiffs' right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of SFP, or

on the part of the agents or employees of SFP, when Plaintiffs have been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, prevent Plaintiffs from communicating with, filing a charge or complaint with, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, or any other any federal, state or local agency charged with the enforcement of any laws, including providing documents or any other information, or limit Plaintiffs from exercising rights under Section 7 of the NLRA to engage in protected, concerted activity with other employees, although by signing this Agreement Plaintiffs are waiving rights to individual relief (including backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiffs or on Plaintiffs' behalf by any third party, except for any right Plaintiffs may have to receive a payment or an award from a government agency (and not SFP) for information provided to the government agency or where otherwise prohibited.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Participating Class Members: All Participating Class Members (including Plaintiffs), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from:

5.2.1 The Claims set forth in the Action, including, but not limited to: Failure to Pay Minimum Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Periods, Failure to Provide Rest Periods or Heat Recovery Periods, Failure to Pay Wages Upon Termination, Failure to Provide Accurate Wage Statements, Failure to Maintain Payroll Records, Failure to Provide Copies of Records, Failure to Timely Pay Wages Owed During Employment, Failure to Pay Sick Time Pay, Failure to Provide Written Notice of Employment Terms; Failure to Provide/Properly Pay Paid Time Off; Failure to Reimburse Necessary Business Expenses, Failure to Provide Suitable Seating, and Failure to Minimize Excessive Indoor Heat, and those claims predicated on the same or similar facts and/or claims alleged in the Actions; as well as any claims that could have been pled which arise from the same or similar facts concerning the Plaintiffs or the putative class, and claims for interest, penalties (including but not limited to waiting time penalties); as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders, specifically for violations of California Labor Code Sections 201-204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 256, 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 et seq., 2800, 2802, 2804, 2810.5; as well as B&P Code 17200, 17203, 17208, "applicable Wage Orders," Civil Code §§ 3287, 3289, CCP § 1021.5; or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions;

5.2.2 Any claims for injunctive relief, declaratory relief, restitution, alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Action;

5.2.3 Any and all other claims under California common law, the federal law, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions and based on the alleged Labor Code violations.

5.3 PAGA Release by Aggrieved Employees and Labor Workforce Development Agency: Plaintiffs, individually and in their capacity as representatives of the LWDA, State of California, and PAGA Group Members release and discharge the Released Parties from any and all claims for civil penalties under the California Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.) that are based on the Labor Code or Wage Order violations alleged or which could have been alleged based on the same or similar facts, allegations and/or claims alleged in the Actions and/or any PAGA letter sent to the LWDA by Plaintiffs for violations of California Labor Code Sections 201-204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 256, 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 et seq., 2800, 2802, 2804, 2810.5; as well as all “applicable Wage Orders,” during the PAGA Period.

5.4 Res Judicata: The Parties agree that the doctrines of res judicata, claim preclusion, issue preclusion, primary rights, and collateral estoppel may be asserted by Defendant in any other proceeding as to released claims and the release in this Settlement to the greatest effect and extent permitted by law. As to the PAGA Group, it is further agreed that the released claims include any claims for civil penalties that could have been investigated by the LWDA within the scope of the PAGA letters submitted by Plaintiffs. To the extent the LWDA has released the PAGA claims in connection with this Agreement, no member of the PAGA Group may pursue these same PAGA claims released here in another action. The PAGA Group may be collaterally estopped by Defendant from pursuing the PAGA claims released and compromised by the LWDA in any other proceeding. After the Court grants final approval of the settlement, Plaintiffs will provide the LWDA with a copy of the Judgment which will include the definition of the PAGA Group. Each member of the PAGA Group will be issued a check for their share of 25% of the PAGA Penalty Amount and will not have the opportunity to opt out of, or object to, the PAGA Penalty Amount and release of the PAGA claims. The PAGA Group are bound by the release of the PAGA claims included within the definition of released PAGA claims regardless of whether they cash or deposit their portion of the PAGA Penalty Amount or exclude themselves from the class portion of the settlement.

6.MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 Plaintiffs’ Responsibilities. Plaintiffs will timely prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; all facts relevant to any

actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (iv) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the agreed upon Cy Pres Recipient and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator.

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

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to discuss the court's concerns and potential modifications to the Agreement. Any disputes shall be submitted to the mediator, Francis J. Ortman III, for resolution.

7.SETTLEMENT ADMINISTRATION.

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

7.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.3 Notice to Class Members.

7.3.1 No later than five days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.3.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently

estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.3.3 Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.3.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.4 Requests for Exclusion (Opt-Outs).

7.4.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.4.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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

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

7.5 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator will also consult with Class Counsel and Defense Counsel in an attempt to resolve any such challenges although the Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.6 Objections to Settlement.

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

7.6.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney 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 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

7.7.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.7.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.7.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.7.4 Workweek and/or Pay Period Challenges. The Administrator will consult with Class Counsel and Defense Counsel in an attempt to resolve any such challenges although it has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.7.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.7.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline

set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. SFP'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% or more of the total of all Class Members, SFP may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if SFP withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, SFP will remain responsible for paying all Settlement Administration Expenses incurred to that point. SFP must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

11. ADDITIONAL PROVISIONS.

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

11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, SFP and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, SFP and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does

not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

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

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, submitting supplemental evidence and supplementing points and authorities as requested by the Court and meeting and conferring regarding any modifications to the Settlement Agreement requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

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

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

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

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

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

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

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

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

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the fifth day after mailing by United States mail, or the day sent by email or personal service.

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

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

[Signatures on the next page]

Plaintiff Rigoberto Valle

Rigoberto. Valle.

Rigoberto Valle

DREW LEWIS, P.C.

Drew Lewis

Drew Lewis
Counsel for Rigoberto Valle

Plaintiff Mario Castillo

Mario Castillo

FALAKASSA LAW, P.C.

Joshua Falakassa
Counsel for Mario Castillo

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour
Counsel for Mario Castillo

Plaintiff Victoria Martinez

Victoria Martinez

HAINES LAW GROUP, APC

Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Susan J. Perez
Counsel for Victoria Martinez

Plaintiff Rebeca Balbuena Andres

Rebeca Balbuena Andres

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley
Kiley L. Grombacher
Counsel for Rebeca Balbuena Andres and Martin
Sohal

Plaintiff Martin Sohal

Martin Sohal

Plaintiff Rigoberto Valle

Rigoberto Valle

DREW LEWIS, P.C.

Drew Lewis
Counsel for Rigoberto Valle

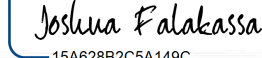
Plaintiff Mario Castillo

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Mario Castillo

FALAKASSA LAW, P.C.


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Joshua Falakassa
Counsel for Mario Castillo

Plaintiff Victoria Martinez


Victoria Martinez (Sep 17, 2024 11:44 PDT)

Victoria Martinez

BOKHOUR LAW GROUP, P.C.


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Mehrdad Bokhour
Counsel for Mario Castillo

HAINES LAW GROUP, APC



Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Susan J. Perez
Counsel for Victoria Martinez

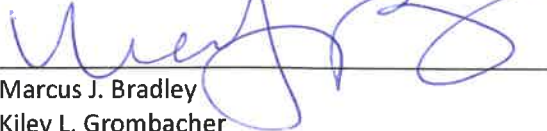
Plaintiff Rebeca Balbuena Andres

Signed by:

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Rebeca Balbuena Andres

BRADLEY/GROMBACHER, LLP



Marcus J. Bradley
Kiley L. Grombacher
Counsel for Rebeca Balbuena Andres and Martin Sohal

Plaintiff Martin Sohal

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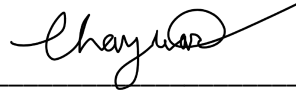
Martin Sohal

For Stanislaus Food Products Company



John Schneider, VP of Administration
STANISLAUS FOOD PRODUCTS COMPANY

Little Mendelson, P.C.



Laura Hayward
Nathaniel Jenkins
Counsel for Stanislaus Food Products Company

EXHIBIT “B”

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Rigoberto Valle, et al. v. Stanislaus Food Products Company,
Superior Court of the State of California, County of Stanislaus, Case No. CV-23-001433
Consolidated with Case Nos.: CV-23-003465; CV-23-004653; CV-23-007019; CV-24-000548

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Stanislaus Food Products Company (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Rigoberto Valle, Mario Castillo, Victoria Martinez, Rebeca Balbuena Andres, and Martin Sohal (collectively, “Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all current and former hourly-paid and/or non-exempt employees of Defendant in California, employed between March 21, 2019 through July 12, 2024 (“Class Members”), and (2) penalties and other relief on behalf of all current and former hourly-paid and/or non-exempt employees of Defendant in California, employed between June 16, 2022 through July 12, 2024 (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your share of the PAGA Penalties is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendant’s records you are not eligible for that payment.)

The above estimates are based on Defendant’s records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment

that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You

Written Objections Must be Submitted by the Response Deadline _____	can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Stanislaus County Superior Court, in Department 23 before Judge John Freeland. This hearing may change as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is action about?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act ("PAGA"). The First Amended Consolidated Class and Representative Action Complaint, filed _____, 2024, is the Operative Complaint in the Action.

Defendant denies that is has done anything wrong and disputes all the claims in the Action.

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather

than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of **Three Million Five Hundred Thousand Dollars (\$3,500,000) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date. The “Effective Date” means (a) the date upon which the time for appeal of the Court’s order granting final approval of the Settlement and entry of judgment expires; unless (b) an appeal is timely filed, then “Effective Date” means the date of final resolution of any appeal from the order granting final approval of the Settlement and entry of judgment. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$32,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$1,166,666.67, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$50,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any

money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$7,500 to each of the five Plaintiffs as a service award, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$100,000 relating to Plaintiffs' claim under PAGA, \$75,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$25,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is June 16, 2022 through July 12, 2024.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to charities, which are currently proposed to be Central California Legal Services and The Salvation Army.

Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are the Claims set forth in the Action, including, but not limited to: Failure to Pay Minimum Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Periods, Failure to Provide Rest Periods or Heat Recovery Periods, Failure to Pay Wages Upon Termination, Failure to Provide Accurate Wage Statements, Failure to Maintain Payroll Records, Failure to Provide Copies of Records, Failure to Timely Pay Wages Owed During Employment, Failure to Pay Sick Time Pay, Failure to Provide Written Notice of Employment Terms; Failure to Provide/Properly Pay Paid Time Off;

Failure to Reimburse Necessary Business Expenses, Failure to Provide Suitable Seating, and Failure to Minimize Excessive Indoor Heat, and those claims predicated on the same or similar facts and/or claims alleged in the Actions; as well as any claims that could have been pled which arise from the same or similar facts concerning the Plaintiffs or the putative class, and claims for interest, penalties (including but not limited to waiting time penalties); as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders, specifically for violations of California Labor Code Sections 201-204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 256, 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 et seq., 2800, 2802, 2804; as well as B&P Code 17200, 17203, 17208, “applicable Wage Orders,” Civil Code §§ 3287, 3289, CCP § 1021.5; or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, in his capacity as private attorney general, and the LWDA 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 the Released PAGA Claims. The “Released PAGA Claims” are any and all claims for civil penalties under the California Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.) that are based on the Labor Code or Wage Order violations alleged or which could have been alleged based on the same or similar facts, allegations and/or claims alleged in the Actions and/or any PAGA letter sent to the LWDA by Plaintiffs for violations of California Labor Code Sections 201-204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 256, 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 et seq., 2800, 2802, 2804; as well as all “applicable Wage Orders,” during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant, and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks.

Defendant's records reflect that you worked << _____ >> Workweeks during the Class Period (March 21, 2019 through **DATE**).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is << _____ >>.

Defendant's records reflect that you worked << _____ >> PAGA Pay Periods during the during the PAGA Period (June 16, 2022 through **DATE**). Based on this information your estimated Individual PAGA Payment is << _____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your

request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Valle, et al. v. Stanislaus Food Products Company* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Valle, et al. v. Stanislaus Food Products Company*, Case No. CV-23-001433. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and the amounts Class Counsel is requesting for attorneys' fees and litigation expenses and Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on the Court's website (<https://stanportal.stanct.org/search>) and entering the Case No. CV-23-001433.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____**[forty-five (45) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Valle, et al. v. Stanislaus Food Products Company*, Case No. CV-23-001433, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely. Instructions on how to do so are available on the Court's website at <http://www.stanislaus.courts.ca.gov/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Class counsel are as follows:

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REBECA BALBUENA ANDRES and
MARTIN SOHAL

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 23 of the Superior Court of California, County of Stanislaus, at 801 10th Street, Modesto, CA 95354, before Judge John Freeland. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's website for the most current information concerning appearances and procedures at the Court - - <http://www.stanislaus.courts.ca.gov/>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, hearing dates are posted on the Internet via the eCourt Public Portal for the California Superior Court for the County of Stanislaus (<https://stanportal.stanct.org/search>) and entering the Case No. CV-23-001433.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Valle, et al. v. Stanislaus Food Products Company* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to the eCourt Public Portal for the California Superior Court for the County of Stanislaus (<https://stanportal.stanct.org/search>) and entering the Case No. CV-23-001433. If you wish to view the Court files in person, you do so at the Clerk's Office at 801 10th Street, Modesto, CA 95354.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to *cy pres* beneficiaries, which are currently proposed to be Central California Legal Services and The Salvation Army.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT “C”



Carlos Garcia <carlos@bokhourlaw.com>

Thank you for your Proposed Settlement Submission

1 message

DIR PAGA Unit <no-reply@formassembly.com>
To: carlos@bokhourlaw.com

Tue, Nov 26, 2024 at 5:20 PM

11/26/2024 05:20:21 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm