

Justin Lo (SBN 280102)
WORK LAWYERS PC
11939 Hawthorne Blvd., Suite 300
Torrance, CA 90505
Telephone: (424) 355-8335
Facsimile: (424) 355-8335
Email: justin@caworklawyer.com

Attorney for Plaintiff ANABEL OLGUIN

Benjamin J. Schnayerson (SBN. 257857)
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, California 94111-4615
Telephone: (415) 394-9400
Facsimile: (415) 394-9401
E-mail: Ben.Schnayerson@jacksonlewis.com

Jimmy Macias (SBN 287027)
JACKSON LEWIS P.C.
160 W. Santa Clara St., Suite 400
San Jose, CA 95113
Telephone: (408) 579-0404
Facsimile: (408) 454-0290
E-mail: Jimmy.Macias@jacksonlewis.com

Attorneys for Defendant
TALAMO FOOD SERVICE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

ANABEL OLGUIN, individually, and on behalf
of all other aggrieved employees,

Plaintiff,

vs.

TALAMO FOOD SERVICES, INC., a
California corporation,

Defendant.

Case No.: 23CV426584

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE
AGREEMENT**

Assigned to: Hon. Charles F. Adams
Department: 7
Complaint Filed: November 30, 2023

JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE AGREEMENT

This Joint Stipulation of PAGA Settlement and Release Agreement is made and entered into by and between Plaintiff Anabel Olguin (“Plaintiff”) individually and on behalf of the State of California and all PAGA Members (as defined in Paragraph 26) and Defendant Talamo Food Services, Inc. (“Defendant” or “Talamo”) (as defined in Paragraph 29 below, Plaintiff and Defendant are together referred to as the “Parties”). The Parties agree that the Actions, as defined below, shall be settled on the terms and conditions set forth in this Joint Stipulation of PAGA Settlement and Release Agreement (“Settlement Agreement” or “Settlement”), subject to the approval of the Court pursuant to the California Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. (“PAGA”).

INTRODUCTION

1. On September 7, 2023, pursuant to PAGA, Plaintiff provided notice (“PAGA Notice”), via online submission, to the State of California’s Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant regarding various alleged California Labor Code violations. The PAGA Notice bears number LWDA-CM-980130-23.

2. On November 30, 2023, after exhausting the pre-filing requirements, Plaintiff filed a wage and hour PAGA action against Defendant alleging, among other things, failure to provide meal periods and rest periods, accurate wage statements, the underpayment of wages, and waiting time penalties. Olguin’s PAGA Action was filed in Santa Clara County Superior Court, Case No. 23CV426584.

3. On April 3, 2025, the Parties participated in an all-day mediation with Michael J. Loeb, in which the Parties agreed to terms of a settlement agreement in principle.

4. Based on Plaintiff’s investigations, discovery, records analysis, and taking into account the defenses that Defendant raised in connection with both liability on the merits and the amount of any civil penalty that might be imposed by the Court pursuant to Labor Code section 2699(e)(2), the expense and time necessary to pursue the Action through trial, the risks and costs of further prosecution of the Action, the uncertainties of complex litigation and developing law, and the benefits that will accrue to the LWDA and the PAGA Members, Plaintiff and her counsel believe that a settlement with Defendant on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interests of the State of California (i.e., LWDA), the PAGA Members (as defined in Paragraph 26), and Plaintiff.

6. Defendant denies liability, and Plaintiff acknowledges that neither this Settlement Agreement nor promises made pursuant to the Settlement Agreement shall be taken or construed to be an admission or concession of any kind with respect to liability or alleged wrongdoing by Defendant. Any stipulations or statements by Defendant contained in this Settlement Agreement are made for settlement purposes only.

7. This Settlement Agreement requires Defendant to pay a non-reversionary sum of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) inclusive of all amounts to be paid under the Settlement, including the PAGA penalties to the State of California and PAGA Members, Attorneys' Fees and Costs, and Settlement Administration Costs ("Maximum Settlement Amount") to settle the claims for PAGA penalties based on the alleged violations of the Labor Code asserted based on the operative facts alleged in Plaintiff's Complaint and/or PAGA exhaustion letter to the LWDA, on behalf all persons who are or were employed by Defendant as hourly paid, non-exempt employees in California for Defendant at any time during the PAGA Period.

21 8. The Parties agree to cooperate and to take all steps necessary and appropriate to effectuate
22 all aspects of this Settlement.

23 **DEFINITIONS**

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

9. “Action” means the action entitled *Anabel Olguin v. Talamo Food Service, Inc.*, Santa Clara County Superior Court, Case No. 23CV426584.

28 10. “Approval Order” means the order issued and entered by the Court following a Motion

for Approval of this Settlement Agreement.

11. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Plaintiff’s Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Plaintiff’s Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, obtaining entry of the Judgment terminating the Action, and expenses for any consultants or experts. Attorneys’ Fees and Costs shall be paid to Plaintiff’s Counsel, Work Lawyers PC as set forth below in Paragraph 36.a.i. The Parties have agreed to, and Defendant will not oppose, an application to the Court for Attorneys’ Fees in an amount of one third (33⅓%) of the Maximum Settlement Amount or \$50,000.00, whichever is greater, and costs and expenses not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00).

12. “Complaint” means the operative complaint filed in the Actions for civil penalties for violations of California Labor Code, pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, et seq.

13. “Court” means the Superior Court of the State of California for the County of Santa Clara or any other court taking jurisdiction of the Action.

14. “Defendant” means Defendant Talamo Food Service, Inc.

15. “Defendant’s Counsel” means Jackson Lewis, P.C. For purposes of providing any notices required under this Settlement, Defendant’s Counsel shall refer to: Benjamin Schnayerson and Jimmy Macias, 50 California Street, 9th Floor, San Francisco, California 94111.

16. “Effective Date” means the date when all of the following events have occurred: (1) the Court has entered an Order and Judgment approving the Settlement; (2) sixty five (65) calendar days have passed since the Court has entered a Final Order and Judgment, has approved the Settlement, and no challenge or objection to the Settlement, request for review of the Settlement, motion to intervene or motion to vacate has been filed; (3) the period for filing any appeal, writ, other appellate proceeding or challenge, request for review or motion opposing the Court's entry of the Final Order and Judgment has expired without any appeal, writ or other appellate proceeding having been filed or any other opposition, review, challenge, motion for reconsideration or motion to vacate the entry of the Final Order and

Judgment having been filed; or, if any appeal, writ or other appellate proceeding opposing the Final Order and Judgment has been filed, or any other opposition, review, challenge, motion for reconsideration or motion to vacate the Court's Final Order and Judgment approving the Settlement has been filed, five calendar days after any appeal, writ or other appellate proceedings opposing the Settlement or seeking to reconsider the order or seeking to vacate the Judgment, or any other opposition, challenge or review has been finally and conclusively dismissed with no right to pursue further remedies or relief.

17. "Individual Settlement Payment" means each PAGA Member's share of the Net Settlement Amount, to be distributed to the PAGA Members.

18. "Labor and Workforce Development Agency Payment" or "LWDA Payment" means the amount to be paid to the California Labor and Workforce Development Agency ("LWDA") in connection with PAGA (Cal. Lab. Code §§ 2698, *et seq.*). Seventy-five percent (75%) of the Net Settlement Amount of civil penalties shall be payable to the LWDA.

19. "Maximum Settlement Amount" means an all-in and non-reversionary sum of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) inclusive of all amounts to be paid under the Settlement, including the amounts for Individual Settlement Payments to PAGA Members, the Labor and Workforce Development Agency Payment, Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement Administration Costs to the Settlement Administrator. Under no circumstances will Defendant's payment exceed the Maximum Settlement Amount except as set forth in the escalator clause in Paragraph 36.

20. "Net Settlement Amount" means the portion of the Maximum Settlement Amount remaining after deduction of the approved General Release Payments, Settlement Administration Costs, and Plaintiff's Attorneys' Fees and Costs. Of the Net Settlement Amount, seventy-five percent (75%) shall be distributed to the LWDA and twenty-five percent (25%) shall be distributed to the PAGA Members.

21. "Notice" means the Notice of PAGA Settlement (in English, Spanish), substantially in the form attached as Exhibit A.

22. "PAGA Period" shall be from September 26, 2022 to April 3, 2025. The PAGA Period is the same as the Release Period.

23. "PAGA Distribution Fund" means the twenty-five percent (25%) of the Net Settlement

Amount to be distributed to PAGA Members.

24. “PAGA Members” means all persons who are or were employed by Defendant as hourly paid, non-exempt employees in the State of California at any time during the PAGA Period.

25. “PAGA Member Data” means a complete list and data of all PAGA Members that Defendant will provide to the Settlement Administrator in an electronic database within twenty-one (21) calendar days after the Court approves this Settlement. The PAGA Member Data shall contain each PAGA Member’s full name, Social Security number, last known home address, and pay periods worked by each PAGA Member as a non-exempt employee for Defendant in California during the PAGA Period and any other information reasonably requested or needed by the Settlement Administrator.

26. “PAGA Representative(s)” means, for the purposes of this Settlement only, Plaintiff Anabel Olguin.

27. “Parties” means Plaintiff and Defendant together.

28. “Pay Period(s)” means the number of pay periods of employment for each PAGA Member during the PAGA Period in which the PAGA Member received a paycheck. The Pay Periods shall not include any pay periods of employment during which an PAGA Member worked outside the state of California, performed no work for Defendant, or performed work in a position that was not non-exempt. All PAGA Members shall be credited with at least one Pay Period.

29. “Plaintiff’s Counsel” or “PAGA Counsel” mean the Work Lawyers PC on behalf of Plaintiff and the State of California.

30. “Release Period” shall be from September 22, 2022 to April 3, 2025. The Release Period is the same as the PAGA Period.

31. “Released Claims” or “Settled Claims” means any and all claims for civil penalties, under the California Private Attorneys General Act of 2004, California Labor Code sections 2698 et seq. (“PAGA”) alleged in the operative Complaint in the Action and notice submitted to the LWDA or that could have been pled based on the facts alleged in the operative Complaint in the Action and notice submitted to the LWDA in connection with the Action, including all interest, fees, and costs as against the Released Parties during the Release Period. The Released Claims include claims for civil penalties under PAGA for the following alleged violations of the California Labor Code and related regulations during the

1 Release Period: failure to pay minimum wages, straight time compensation, overtime
2 compensation, and double-time compensation; failure to provide compliant meal periods; failure
3 to provide compliant rest periods; failure to pay proper meal and rest period penalties; failure to
4 maintain accurate records, including records of hours worked; failure to provide and maintain
5 accurate itemized wage statements; failure to pay vacation time; failure to timely pay wages
6 during employment; failure to timely pay wages at separation of employment; the failure to
7 indemnify employees for necessary expenditures and/or losses incurred from the discharge of
8 their duties; waiting time penalties; and including without limitation any and all potential claims
9 for penalties recoverable under PAGA predicated upon California Labor Code Sections 201, 202,
10 203, 204, 210, 226, 226.3, 226.7, 227, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1,
11 1198, 1199, 2698, 2699, 2800 and 2802, and any duplicative or similar provisions arising under
12 the Wage Orders of the California Industrial Welfare Commission, including Industrial Wage
13 Order No. 5. The Released Claims do not include individual non-PAGA claims except as to Plaintiff
14 Anabel Olguin, who expressly releases individual non-PAGA claims as set forth in Paragraph 18 above.

15 32. "Released Parties" means Defendant Talamo Food Service, Inc. and its past, present and
16 future parent companies, subsidiaries, divisions, related or affiliated companies, and their past, present and
17 future shareholders, owners, partners, managers, officers, directors, employees, agents, attorneys, insurers,
18 successors and assigns, and any other individual or entity related to Defendant that could be liable for any
19 of the Released Claims, and Defendant's counsel of record in the Action.

20 33. "Settlement Administrator" means the third-party administrator, Phoenix Administration,
21 LLC, or any other duly appointed administrator approved by the Court, who has been mutually selected
22 by the Parties, subject to Court approval, to perform the notice and distribution of payment functions
23 further described in this Settlement. The Settlement Administrator shall establish its own employer
24 identification number and file an Internal Revenue Service Form W-9. The Settlement Administrator shall
25 meet all of the requirements to establish a Qualified Settlement Fund ("QSF") pursuant to U.S. Treasury
26 Regulation Section 468B-1.

27 34. "Settlement Administration Costs" means the costs payable from the Maximum
28 Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not

1 limited to, printing, distributing, and tracking documents for this Settlement, translating the Notice,
2 calculating estimated amounts per PAGA Member, distributing reminder postcards, tax reporting,
3 distributing the Maximum Settlement Amount, and providing necessary reports and declarations, and
4 other duties and responsibilities set forth in this Settlement Agreement to process this Settlement, and as
5 reasonably requested by the Parties or the Court. All of the costs, fees and expenses incurred by the
6 Settlement Administrator in performing these functions shall be paid and deductible from the Maximum
7 Settlement Amount. The Settlement Administration Costs are estimated not to exceed Four Thousand Five
8 Hundred Dollars (\$4,500.00). Any Settlement Administration Costs not awarded or incurred shall be
9 included in the Net Settlement Amount.

10 35. "Settlement Funding Date" mean the date, within ninety (90) calendar days of the
11 Effective Date, in which Defendant is to make a one-time deposit of the Maximum Settlement Amount
12 into an account set up by the Settlement Administrator.

13 **TERMS OF SETTLEMENT**

14 NOW, THEREFORE, in consideration of the mutual covenants, promises, and warranties set
15 forth in this Agreement, the Parties agree, subject to the Court's approval, as follows:

16 36. It is agreed by and between Plaintiff and Defendant that the Action and any claims and
17 causes of action which were or are the subject of the Action be fully settled and compromised as between
18 Plaintiff, on behalf of herself, the State of California (the LWDA), and each and every PAGA Member,
19 and Defendant and the Released Parties, subject to the terms and conditions set forth in this Settlement
20 Agreement and the approval of the Court.

21 a. **Consideration:** In consideration for this Settlement Agreement, Defendant will
22 pay the Maximum Settlement Amount of One Hundred Fifty Thousand Dollars and Zero Cents
23 (\$150,000.00) to cover Individual Settlement Payments to PAGA Members, the Labor and Workforce
24 Development Agency Payment, Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement
25 Administration Costs to the Settlement Administrator. This Settlement is non-reversionary. Defendant
26 maintains no reversionary right to any portion of the Settlement Amount. The Maximum Settlement
27 Amount shall be distributed as follows:

28 ///

i. Escalator Clause

Based on their records, Defendants estimate that Aggrieved Employees employed by Talamo Food Services Inc. worked approximately 7,300 pay periods between September 22, 2022 to April 3, 2025. If the actual number of pay periods worked by Aggrieved Employees during the PAGA Period increases by more than ten percent (10%) above 7,300 Defendants will at their option either (a) agree to increase the Gross Settlement Amount on a proportional basis for the percentage increase over ten percent (10%) (e.g., if the number is eleven percent (11%) higher, the Gross Settlement Amount will be increased by one percent (1%)), or (b) agree to shorten and close the Class Periods and PAGA Period on the date closest to, but does not exceed, 8,030 pay periods to eliminate the need to increase the Gross Settlement Amount. Defendants' counsel will notify Plaintiffs' counsel of Defendants' election within seven (7) days of being notified by the Administrator that this clause has been triggered.

ii. Attorneys' Fees and Costs.

1. Subject to the Court's approval, Plaintiff's Counsel's fees not to exceed one third of the Maximum Settlement Amount or \$50,000.00, whichever is greater under PAGA;

2. Subject to the Court's approval, Counsel for Plaintiff and the State of California shall be paid and receive as reasonable reimbursable costs under PAGA an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) (any amount not awarded to Counsel for Plaintiff for costs shall be included in the Net Settlement Amount);

3. The Settlement Administrator (not Defendant) shall issue an Internal Revenue Service Form 1099 to Plaintiff's Counsel for any Attorneys' Fees and Costs award payments. Plaintiff's Counsel shall be solely and legally responsible for paying all applicable taxes on the Attorneys' Fees and Costs payments;

4. Upon delivery of the Maximum Settlement Amount to the Settlement Administrator, Defendant will have fully met Defendant's obligations under this Agreement as to Attorneys' Fees and Costs and will not be liable in any manner for the distribution, division, or payment of any portion of the Maximum Settlement Amount to or between any counsel of Plaintiff;

iii. Settlement Administration Costs. Subject to the Court's approval, the

actual costs of administration, up to a maximum payment of Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00), shall be paid to the Settlement Administrator. The Settlement Administration Costs approved by the Court will be paid from the Maximum Settlement Amount. Any amount of Settlement Administration Costs requested by Plaintiff's Counsel but unapproved by the Court or not incurred by the Settlement Administrator shall be redistributed to the Net Settlement Amount. Upon completion of administration of the settlement set forth in this Agreement, the Settlement Administrator shall provide written certification of such completion to Plaintiff's Counsel and Defendant's Counsel;

iv. ***Net Settlement Amount.*** The remainder of the Maximum Settlement Amount, once the amounts above have been deducted, approximately Seventy Five Thousand Five Hundred Dollars and Zero Cents (\$75,500.00) will be distributed as required by Labor Code section 2699(i), and in accordance with the terms of this Settlement Agreement, subject to the Court's approval, as follows:

1. ***LWDA Payment.*** Seventy-five percent (75%) of the Net Settlement Amount, approximately Fifty Six Thousand Six Hundred Twenty Five Dollars and Zero Cents (\$56,625.00), will be paid to and received by the LWDA, to settle the claims for PAGA penalties based on the alleged violations of the Labor Code as asserted in the Action; and

2. ***PAGA Distribution Fund.*** Twenty-five percent (25%) of the Net Settlement Amount, approximately Eighteen Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$18,875.00) will be paid to and received by the PAGA Members on a pro rata basis according to each PAGA Member's individual number of Pay Periods;

v. ***Individual Settlement Payments.*** Each PAGA Member will be eligible to receive a portion of the PAGA Distribution Fund based on the following formula:

1. The Individual Settlement Payment to a PAGA Member will be calculated by dividing the PAGA Distribution Fund by the total number of Pay Periods for the PAGA Members during the PAGA Period resulting in the PAGA Pay Period Value. The PAGA Pay Period Value will then be multiplied by the number of Pay Periods worked by each PAGA Member.

2. Defendant's time and payroll records regarding the number of Pay Periods worked for each PAGA Member shall be used for purposes of calculating Individual

1 Settlement Payments. Defendant's records shall be determinative for purposes of calculating the number
2 of pay periods and any Individual Settlement Payments made to PAGA Members and will be presumed
3 correct;

4 3. Any settlement checks distributing Individual Settlement
5 Payments returned to the Settlement Administrator as undeliverable with a forwarding address provided
6 on the returned envelope shall be sent within five calendar days via First Class U.S. Mail to the forwarding
7 address. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the
8 correct address using a robust computer skip-trace search, and it shall then perform a re-mailing within ten
9 calendar days;

10 4. All Individual Settlement Payments shall be deemed to be paid
11 to PAGA Members solely in the year in which such payments actually are received by the PAGA
12 Members.

13 b. **Settlement Administration Process:**

14 i. ***Appointment of Settlement Administrator.*** Subject to the Court's
15 approval, Plaintiff has selected, and Defendant approves, Phoenix Administration, LLC, as the Settlement
16 Administrator. Settlement Administration Costs will be paid out of the Maximum Settlement Amount
17 prior to distribution to the PAGA Members. The Parties will cooperate in the administration of the
18 settlement and make reasonable efforts to control and minimize the costs and to serve as expenses incurred
19 in the administration of the Settlement.

20 ii. ***Delivery of PAGA Member Data.*** Within twenty-one (21) calendar days
21 of Court approval of Settlement, Defendant shall deliver to the Settlement Administrator the PAGA
22 Member Data. This information will remain confidential, and will not be shared with Plaintiff or Plaintiff's
23 counsel except as set forth in Paragraph 36.b.iii. This provision will not preclude the Settlement
24 Administrator from sharing information relating to specific PAGA Members if the need arises with respect
25 to any disputes or similar issues by specific PAGA Members, or an PAGA Member requests to speak with
26 Plaintiff's Counsel during the settlement approval process; provided, however, that Plaintiff's Counsel will
27 not have access to the last known contact information or Social Security numbers for any PAGA Members
28 unless agreed to in writing by Defendant's counsel, or such PAGA Members voluntarily agree to provide

1 such information to Plaintiff's Counsel.

2 iii. ***Delivery of Information to Plaintiff's Counsel.*** Within seven days of
3 receipt of the PAGA Member Data by the Settlement Administrator, the Settlement Administrator will
4 provide to Plaintiff's Counsel (without revealing any confidential information such as names, Social
5 Security numbers, contact information, etc.) the number of unique PAGA Members along with the number
6 of Pay Periods worked by each PAGA Member during the PAGA Period. To the extent it has not already
7 done so, the Settlement Administrator will also concurrently provide a mock-up of the Notice for review
8 by Plaintiff's Counsel and counsel for Defendant.

9 iv. ***Funding of Maximum Settlement Amount.*** Defendant shall make a one-
10 time deposit of the Maximum Settlement Amount of One Hundred Fifty Thousand Dollars and Zero Cents
11 (\$150,000.00) into an account set up by the Settlement Administrator on or before the Settlement Funding
12 Date (i.e., within ninety (90) calendar days of the Effective Date).

13 v. ***Notice to PAGA Members.*** PAGA Members will receive the Notice
14 attached as Exhibit A along with their settlement checks. PAGA Members may not object or opt out of
15 either (1) the release of the PAGA claims; or (2) payments for the release of the PAGA claims. PAGA
16 Members also do not have the right to seek intervention in the Actions in light of *Turrieta v. Lyft, Inc.*
17 (2024) 16 Cal. 5th 664. Settlement checks mailed out to PAGA Members shall be valid for 180 days from
18 the date of issuance. The Settlement Administrator will prepare the Notice for each PAGA Member and
19 deliver it by First Class U.S. Mail to each PAGA Member within seven (7) calendar days of the receipt of
20 the Maximum Settlement Amount. Prior to mailing, within fourteen (14) calendar days of receiving the
21 PAGA Member Data, the Settlement Administrator will perform a search based on the National Change
22 of Address Database for information to update and correct for any known or identifiable address changes.
23 Any Notices returned to the Settlement Administrator as undeliverable will be sent promptly via regular
24 First-Class U.S. Mail to the forwarding address affixed and the Settlement Administrator will indicate the
25 date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator
26 will promptly attempt to determine the correct address using a skip-trace, or other search using the name,
27 address, and/or Social Security number of the PAGA Member involved, and will then perform a single re-
28 mailing. Ninety days after the checks are mailed, the Settlement Administrator will mail reminder

postcards to PAGA Members whose checks remain uncashed. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than 180 days after issuance shall be voided. For any Individual PAGA Payment check that is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

vi. ***Issuance of Payments.*** Attorneys' Fees and Costs, the Labor and Workforce Development Agency Payment, and the Individual Settlement Payments will be paid within seven (7) calendar days after the Settlement Funding Date (i.e., the deposit) of the Maximum Settlement Amount.

vii. The Settlement Administrator shall also be responsible for taking care of all required tax reporting and issuing IRS Form 1099s with the settlement payments. Upon completion of its calculation of payments, the Settlement Administrator shall provide Defendant's counsel with a report listing the amount of all payments made to each PAGA Member. Upon completion of its calculation of payments, the Settlement Administrator shall provide Plaintiff's Counsel with a report listing only each PAGA Member's (i) employee identification number or last four digits of the PAGA Member's Social Security number and (ii) Individual Settlement Payment. Plaintiff's Counsel shall not receive any personal identifying information, including but not limited to names, addresses, and Social Security numbers, for any of the PAGA Members, except for Plaintiff.

c. **Tax Treatment of the PAGA Member Payments:** The entirety of the PAGA Distribution Fund paid to individual PAGA Members shall be considered miscellaneous income and shall not be subject to withholdings. The Settlement Administrator will be responsible for timely issuing an appropriate IRS Form 1099 to each PAGA Member.

37. **Costs of Settlement Administrator:** The Settlement Administrator has agreed to perform all necessary administration duties for no more than Four Thousand Five Hundred Dollars (\$4,500.00). These administration duties will include, without limitation, the translation of the Notice to Spanish, the calculation, processing, and mailing of all settlement checks, tax forms, and notices to all PAGA Members, the LWDA, Plaintiff, Plaintiff's Counsel and any tax authorities, performing address

updates and verifications as necessary prior to the mailing, providing regular updates, and performing an address follow up on any returned mail. The Settlement Administrator will also be responsible for establishing a qualified settlement fund ("QSF"). All administration costs approved by the Court shall be paid out of the Maximum Settlement Amount. If the actual costs of administration are less than Four Thousand Five Hundred Dollars (\$4,500.00), the difference shall be reallocated by the Settlement Administrator to the Net Settlement Amount.

38. **Notice to the LWDA.** Within 10 calendar days after either (1) the Settlement is approved or (2) entry of order denying the Settlement if the Court does not approve the Settlement, Plaintiff's Counsel will provide a copy of the superior court's judgment, order, or both (if there is both an order and judgment) to the LWDA pursuant to Labor Code section 2699(l)(2).¹ In addition, concurrently with the filing for approval of the Settlement Agreement, Plaintiff's Counsel will take all necessary steps to inform the LWDA of the Settlement Agreement.

39. **No Additional Benefits.** Individual Settlement Payments will not entitle any PAGA Member to additional compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any PAGA Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the Individual Settlement Payments provided for in this Settlement are the sole payments to be made by Defendant to the PAGA Members, and that the PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

40. **Non-Approval of the Settlement Agreement.** If the Court should, for any reason, not approve of any material portion of the settlement as set forth in this Settlement Agreement, then this Settlement Agreement shall be considered null and void, and neither this Settlement Agreement, nor any of the related negotiations or proceedings shall be of any force or effect and shall be admissible for any

¹ All references to Labor Code sections 2699, et seq. are to the PAGA statute in effect at the time the original Actions were filed in 2022.

1 purpose in any proceeding, and all Parties to this Settlement Agreement shall stand in the same position,
2 without prejudice, as if the Settlement Agreement had been neither entered into nor filed with the Court,
3 unless the Parties jointly agree to seek reconsideration of the ruling or Court approval of a renegotiated
4 settlement. If not approved, Defendant retains the right to contest whether any aspect of the Action should
5 be maintained as a representative action, or to contest the merits of the claims being asserted in the Action.
6 Invalidation of any material portion of this Settlement Agreement shall invalidate this Settlement
7 Agreement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions of
8 the Settlement Agreement are to remain in full force and effect.

9 41. **Taxes.** Plaintiff, Defendant, and their respective counsel make no representations as to the
10 tax consequences or characterization of the nature of any payment made pursuant to this Settlement
11 Agreement.

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

1 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
2 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
3 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

4 43. **Attorneys' Fees and Costs.** Except as provided in Paragraph 36.a.i. above, Plaintiff, on
5 the one hand, and Defendant, on the other, each agree to bear their own costs and attorneys' fees and waive
6 any statute, rule of court, provision or legal proposition which might otherwise be relied upon to obtain
7 costs, fees or expenses in connection with Plaintiff's allegations and causes of action released in this
8 Settlement Agreement. Plaintiff's Counsel acknowledge that if this settlement is approved, they will have
9 no claim for or legal right to attorneys' fees or costs except as provided for in this Settlement Agreement.

10 44. **Release of Claims by the State and PAGA Members.** Upon the Settlement Funding
11 Date, and except as to such rights or claims as may be created by this Settlement Agreement, the State of
12 California and each and every PAGA Member (which includes any legal heirs and/or successors-in-
13 interest of each and every PAGA Member), fully releases and discharges the Released Parties from the
14 Released Claims during the Release Period (which is also the PAGA Period). PAGA Members will not
15 be deemed to have released any individual wage and hour claims based on alleged violations of the Labor
16 Code or of a California Wage Order, for which they have a private right of action, by virtue of this
17 Settlement Agreement during the Release Period.

18 45. **No Admission of Liability.** By entering into this Settlement, Defendant in no way admits
19 any violation of law or any liability whatsoever to PAGA Members, individually or collectively, and
20 expressly denies all such liability.

21 46. **Certification of Completion.** Upon completion of administration of the Settlement, the
22 Settlement Administrator shall provide a written declaration(s) under oath to certify such completion to
23 the Court and counsel for all Parties.

24 **SETTLEMENT APPROVAL PROCEDURE**

25 47. **Settlement Approval.** Plaintiff shall submit to the Court a Motion for Approval of
26 Settlement. This motion shall seek an order to approve the proposed Settlement. This motion shall include
27 the basis for the Maximum Settlement Amount and why the amount is reasonable in light of the facts and
28 controlling authorities pertaining to the claims alleged. Defendant agrees to cooperate with Plaintiff's

Counsel and provide any reasonable and necessary information to support the motion. Plaintiff's Counsel will draft the motion for settlement approval, and all supporting papers, giving Defendant at least five (5) business days to review.

48. **Entry of Judgment.** Upon issuance of the Approval Order, the Parties shall request the Court enter Judgment in the case.

49. **Discovery.** Defendant provided Plaintiff's Counsel with anonymized data that Defendant's counsel reviewed in preparation for mediation in order for Plaintiff's Counsel to conduct appropriate confirmatory discovery ("Mediation Data"). Information provided to Plaintiff's Counsel pursuant to California Evidence Code section 1152 or Rule 408 of the Federal Rules of Evidence, and all copies and summaries of the Mediation Data and PAGA Member Data (collectively, the "Data") provided to Plaintiff's Counsel by Defendant in connection with the mediation, other settlement negotiations or in connection with the Settlement, may be used only with respect to this Settlement and to seek approval of the 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 ninety (90) days after the date when the Court discharges the Settlement Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of PAGA Data received from Defendant unless, prior to the Court's discharge of the Settlement Administrator's obligation, Defendant makes a written request to Plaintiff's Counsel for the return, rather than the destruction, of PAGA Data.

50. **Publicity.** The PAGA Representative and Plaintiff's Counsel will not make any public disclosures of any kind regarding the Settlement, including but not limited to postings on Plaintiff's Counsel's website and postings on any social media sites/outlets. Plaintiff's Counsel will take all steps necessary to ensure the PAGA Representative is aware of, and will encourage her to adhere to, the restriction against any public disclosures regarding the Settlement. Plaintiff's Counsel will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence Defendant's business relationships, either before or after the motion for Settlement approval is filed. Following approval of the Settlement, the PAGA Representative and Plaintiff's Counsel will not initiate any communications with the media or third parties. If contacted by the media or third parties (except for PAGA Members), the PAGA Representative and Plaintiff's Counsel will only discuss information publicly available. Plaintiff's

Counsel will take all steps necessary to ensure the PAGA Representative is aware of, and will encourage them to adhere to, the restriction against initiating any media comment. Plaintiff's Counsel further agrees not to use the Settlement or any of its terms for any marketing or promotional purposes. Nothing in this provision will restrict Plaintiff's Counsel from describing publicly available information in court filings in unrelated matters.

ADDITIONAL PROVISIONS

51. **Interim Stay of Proceedings.** The Action is stayed until all payments have been made and administration of the Settlement has been completed. The Parties will work cooperatively to achieve these purposes. Prior to the hearing on the Motion for Approval of PAGA Settlement, the Parties will refrain from further litigation not in furtherance of this Settlement Agreement, e.g., such proceedings necessary to implement and to obtain an Approval Order of the terms of the Settlement. If the Settlement is not approved, the Parties will revert to their positions in the lawsuit prior to the time the Settlement was reached, and no agreements set forth in this Settlement or any documents generated or orders issued related to the Settlement will be admissible in any future proceeding in this or any other action.

52. **Construction.** The terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties, and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or any Party's counsel participated in the drafting of this Settlement Agreement.

53. **Choice of Law.** This Settlement Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

54. **Captions and Interpretations.** Paragraph titles or captions contained in this Settlement Agreement are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision in this Settlement Agreement. Each term of this Settlement Agreement is contractual and not merely a recital.

55. **Modification.** This Settlement Agreement may not be changed, altered, or modified, except in a writing signed by counsel for all Parties. Any material changes, alternations, or modifications to the provisions of this Settlement Agreement must be approved by the Court. No rights under this Settlement may be waived except in writing.

1 56. **Integration Clause.** This Settlement Agreement contains the entire agreement among the
2 Parties relating to the settlement and transaction contemplated, and all prior or contemporaneous
3 agreements, understandings, representations, and statements, whether oral or written and whether by a
4 Party or that Party's legal counsel, are merged into this Settlement Agreement.

5 57. **Counterparts.** This Settlement Agreement may be executed in counterparts with the
6 same force and effect as if all signatures were obtained in one document. This Settlement Agreement is
7 subject only to the execution of all Parties. All executed counterparts and each of them, including
8 electronic, facsimile, DocuSign, and scanned copies of the signature page(s), will be deemed to be one
9 and the same instrument and shall have the same force and effect as execution of an original, and shall be
10 deemed an original and valid signature.

11 58. **Parties' Authority.** The signatories to the Settlement Agreement represent that they are
12 fully authorized to enter into this Settlement and are fully authorized to bind the Parties to all terms stated
13 in this Settlement Agreement.

14 59. **Materiality of Terms.** Except as otherwise stated in this Settlement Agreement, all terms
15 and conditions of this Settlement in the exact form set forth in this Settlement are material to this
16 Settlement and have been relied upon by the Parties in entering into this Settlement.

17 60. **Invalidity of Any Provision.** Before declaring any provision of this Settlement
18 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
19 possible consistent with applicable precedents so as to render all provisions of this Settlement Agreement
20 valid and enforceable. In the event that any one or more of the provisions contained in this Settlement
21 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
22 illegality, or unenforceability shall in no way affect any other provision if Defendant's Counsel and
23 Plaintiff's Counsel, on behalf of the Parties, mutually elect in writing to proceed as if such invalid, illegal,
24 or unenforceable provision had never been included in this Settlement Agreement. Neither Party shall
25 unreasonably withhold such election.

26 61. **Further Acts and Cooperation Between the Parties.** The Parties shall cooperate fully
27 with each other and shall use their best efforts to obtain the Court's approval of this Settlement Agreement
28 and all of its terms. Each of the Parties, upon the request of another, agrees to perform such further acts

and to execute and to deliver such other documents as are reasonably necessary to carry out the provisions of this Settlement Agreement.

62. **Waiver of Certain Appeals.** The Parties waive appeals except, however, that Plaintiff or Plaintiff's Counsel may appeal any reduction in the Attorneys' Fees and Costs below the amount they request from the Court.

63. **Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of this Settlement as well as any and all matters arising out of, or related to, the implementation of this Settlement. The Court shall not have jurisdiction to modify the terms of the Settlement without the consent of all of the Parties. Should any party be required to enforce the terms of this Settlement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

64. **Enforcement of Settlement Agreement.** Pursuant to Labor Code section 2699, this Settlement Agreement must be approved by the Court and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. Even after the entry of judgment, the Parties jointly request and reserve the Court's continuing jurisdiction under section 664.6.

65. **Effect of Signatures.** By their signatures, the Parties acknowledge and warrant that their respective counsel will abide by and adhere to the specific obligations and actions required of them in this Settlement Agreement.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

THE PARTIES HAVE READ THE SETTLEMENT AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE SETTLEMENT AGREEMENT AND KNOW THE CONTENTS IN THE SETTLEMENT AGREEMENT AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

PLAINTIFF ANABEL OLGUIN

Dated: 10/31/2025

DocuSigned by:
Anabel Olguin
58BDD1405E3E468...
Plaintiff Anabel Olguin

**DEFENDANT TALAMO FOOD SERVICE,
INC.**

Dated: _____

<NAME>

<TITLE>

Approved as to Form Only:

Dated: 12/9/2025 _____

WORK LAWYERS PC

DocuSigned by:
Justin Lo

851114C5405E4A4...

Justin Lo

Jarrold Nakano

Attorneys for Plaintiff Anabel Olguin on behalf
of herself and all others similarly situated

Dated: _____

JACKSON LEWIS P.C.

Benjamin Schnayerson

Jimmy Macias

Attorneys for Defendant

Talamo Food Service, Inc.

4934-9894-4359, v. 1

**DEFENDANT TALAMO FOOD SERVICE,
INC.**

Dated: 12/5/2025

Mario Talamo

Mario Talamo
President

Approved as to Form Only:

Dated: _____

WORK LAWYERS PC

Justin Lo

Jarrold Nakano

Attorneys for Plaintiff Anabel Olguin on behalf
of herself and all others similarly situated

Dated: 12/5/2025

JACKSON LEWIS P.C.

Ben J. Schnayerson

Benjamin Schnayerson

Jimmy Macias

Attorneys for Defendant
Talamo Food Service, Inc.

4934-9894-4359, v. 1