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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF PLACER**

LIDIA CRISANTO, an individual, on behalf
 of herself and others similarly situated,

Plaintiff,

vs.

NATE'S FINE FOODS, LLC, a Delaware
 limited liability company; and DOES 1
 through 50, inclusive,

Defendants.

Case No. S-CV-0051432
 Related Case No. S-CV-0051682

**CLASS ACTION AND PAGA
 SETTLEMENT AGREEMENT**

Original Complaint filed: October 13, 2023
 First Amended Complaint: December 18, 2023
 Trial Date: None set

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This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Lidia Crisanto and Ulises Perez Mendoza (“Plaintiffs”) and Nate’s Fine Foods, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendant captioned *Lidia Crisanto v. Nate’s Fine Foods, LLC*, No. S-CV-0051432, filed on October 13, 2023, in Placer County Superior Court, and *Mendoza v. Nate’s Fine Foods, LLC*, No. S-CV-0051682, filed on November 14, 2023, in Placer County Superior Court.

1.2 “Administrator” means CPT Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 “Aggrieved Employee” means and includes all individuals who were or have been employed by Defendant in California as non-exempt employees at any time during the PAGA Period.

1.5 “Class” means all persons employed by Defendant in California and classified as non-exempt hourly employee who worked for Defendant during the Class Period.

1.6 “Class Counsel” means MELMED LAW GROUP, P.C. and D.LAW, INC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will request approval from the Court of up to \$115,000 (One Hundred and Fifteen Thousand and Zero Cents).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.10 “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).

1.11 “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.

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for final Court approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from October 13, 2019, through June 10, 2024.

1.14 “Class Representatives” means the named Plaintiffs, Lidia Crisanto and Ulises Perez Mendoza, in the Action seeking Court approval to serve as a Class Representatives.

1.15 “Class Representative Service Payments” or “Enhancement Awards” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.16 “Court” means the Superior Court of California, County of Placer.

1.17 “Defendant” means named Defendant Nate’s Fine Foods, LLC.

1.18 “Defense Counsel” means Castle Law: California Employment Counsel, PC and Erkel Law, P.C.

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no

Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” or “GSA” means the non-reversionary payment of \$345,000.00 (Three Hundred Forty-Five Thousand Dollars with Zero Cents), which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay the PAGA Penalties payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator’s Expenses.

1.24 “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.

1.25 “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.

1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

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

1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties 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.

1.30 “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.

1.31 “Operative Complaint” refers to the Second Amended Complaint Plaintiffs will be filing upon execution of this Agreement by adding Ullises Mendoza as a second Class and PAGA representative.

1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33 “PAGA Period” means the period from October 13, 2022 through June 10, 2024.

1.34 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35 “PAGA Notices” means Plaintiffs’ October 13, 2023 and November 14, 2023 letters to LWDA and the Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$25,000.00), allocated 25% to the Aggrieved Employees (\$6,250.00) and 75% to LWDA (\$18,750.00) in settlement of PAGA claims.

1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38 “Plaintiffs” means Lidia Crisanto and Ulises Perez Mendoza, the named plaintiffs in the Action.

1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.43 “Released Parties” means: Defendant and all of Defendant’s subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns.

1.44 “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.

1.45 "Response Deadline" means forty-five (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.

1.46 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.47 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

2.1 On October 13, 2023, Plaintiff Crisanto commenced a Class Action by filing a complaint alleging causes of action against Defendant for (1) Failure to Pay All Minimum Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Pay Reporting Time Pay; (4) Failure to Provide Rest Periods and Pay Missed Rest Period Premiums; (5) Failure to Provide Meal Periods and Pay Missed Meal Period Premiums; (6) Failure to Maintain Accurate Employment Records; (7) Failure to Pay Wages Timely during Employment; (8) Failure to Pay all Wages Earned and Unpaid at Separation; (9) Failure to Indemnify All Necessary Business Expenditures; (10) Failure to Furnish Accurate Itemized Wage Statement; (11) Violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§17200-17210). Simultaneously, on October 13, 2023, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff Cristano gave timely notice to the LWDA and Defendant that Plaintiff Cristano intended to proceed with a representative action under PAGA

1 (LWDA-CM-987508-23). On December 18, 2023, after the 65-day statutory period passed,
2 Plaintiff Cristano filed her First Amended Complaint, which added claims for penalties under
3 PAGA, Labor Code § 2698.

4 2.2 Similarly, on November 14, 2023, Plaintiff Mendoza commenced a Class Action by
5 filing a complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum
6 Wages; (2) Failure to Pay Wages and Overtime under Labor Code 510; (3) Failure to Pay
7 Reporting Time Pay; (4) Meal Period Liability Under Labor Code § 226.7; (5) Rest Break
8 Liability Under Labor Code § 226.7; (6) Violation of Labor Code § 226(a); (7) Violation of Labor
9 Code § 203; (8) Violation of Labor Code § 204; (9) Failure to Keep Required Payroll Records
10 Under Labor Code §§ 1174 and 1174.5; (10) Failure to Reimburse Necessary Business Expenses
11 § 2802; and (11) Violation of Business & Professions Code § 17200 *et seq.* Simultaneously, on
12 November 14, 2023, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff Mendoza gave
13 timely notice to the LWDA and Defendant that Plaintiff Mendoza intended to proceed with a
14 representative action under PAGA (LWDA-CM-994287-23). On February 20, 2024, after the 65-
15 day statutory period passed, Plaintiff Mendoza filed a request for leave to file a First Amended
16 Complaint, which would add claims for penalties under PAGA, Labor Code §2698.

17 2.3 Defendant denies the allegations in the Operative Complaint, denies any failure to
18 comply with the laws identified in the Operative Complaint, and denies any and all liability for
19 the causes of action alleged.

20 2.4 On April 10, 2024, the Parties participated in an all-day mediation presided over by
21 Mediator Lisa Klerman and were able to reach an agreement on general settlement terms. The
22 Parties memorialized their agreement in a Memorandum of Understanding on May 13, 2024.

23 2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
24 of, and applicable law to, the Action, including speaking to current and former employees of
25 Defendant regarding Defendant's employment policies and practices. Prior to mediation,
26 Plaintiffs also obtained and analyzed a representative sampling of time and payroll data for Class
27 Members and the necessary policy documents through informal discovery to properly evaluate
28 the strengths and weakness of the claims and engage in meaningful settlement discussions.

1 Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk*
2 *v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail,*
3 *Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

4 2.6 The Court has not granted class certification because the Parties engaged in mediation
5 before any class certification.

6 2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
7 other pending matter or action asserting claims that will be extinguished or affected by the
8 Settlement.

9 3. **MONETARY TERMS.**

10 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
11 Defendant will pay a non-reversionary Gross Settlement Amount ("GSA") in the amount of
12 \$345,000.00 (Three Hundred Forty Five Thousand Dollars and Zero Cents) to fully settle, resolve,
13 and extinguish all claims asserted in the Action, including without limitation all claims asserted
14 in the PAGA Notices, and to separately pay any and all employer payroll taxes owed on the wage
15 portions of the Individual Class Payments. Defendant has no obligation to pay the GSA (or any
16 payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator
17 will disburse the entire GSA without asking or requiring Participating Class Members or
18 Aggrieved Employees to submit any claim as a condition of payment. None of the GSA will revert
19 to Defendant.

20 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
21 the following payments from the GSA, in the amounts specified by the Court in the Final
22 Approval:

23 3.2.1 To Plaintiffs: A payment for the Class Representative Service Payments to the Class
24 Representatives, Lidia Crisanto and Ulises Perez Mendoza, of not more than \$10,000 (Ten
25 Thousand Dollars) each in addition to any Individual Class Payment and any Individual PAGA
26 Payment the Class Representatives are entitled to receive as a Participating Class Member.
27 Defendant will not oppose Plaintiffs' requests for Class Representative Service Payments that do
28 not exceed this amount. As part of the motion for the Class Counsel Fees and Litigation Expenses

1 Payments, Plaintiffs will seek Court approval for any Class Representative Service Payments no
2 later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by
3 the Court. If the Court approves a Class Representative Service Payment less than the amount
4 requested, the Administrator will retain the remainder in the Net Settlement Amount to be
5 distributed to Participating Class Members. The Administrator will pay the Class Representative
6 Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for
7 employee taxes owed on the Class Representative Service Payments.

8 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
9 GSA, which is currently estimated to be \$115,000 (One Hundred and Fifteen Thousand and Zero
10 Cents) and a Class Counsel Litigation Expenses Payment of no more than \$25,000 (Twenty Five
11 Thousand Dollars and Zero Cents). Defendant will not oppose requests for these payments.
12 Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses
13 Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise
14 ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
15 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
16 remainder to the Net Settlement Amount for distribution to Participating Class Members.
17 Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising
18 from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation
19 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
20 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
21 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
22 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
23 from any dispute or controversy regarding any division or sharing of any of these Payments.

24 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$11,500.00
25 (Eleven Thousand Five Hundred Dollars and Zero Cents) except for a showing of good cause and
26 as approved by the Court. To the extent the Administration Costs are less or the Court approves
27 payment of less than \$11,500.00, the Administrator will retain the remainder in the Net Settlement
28 Amount to be distributed to Participating Class Members.

1 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
2 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
3 Participating Class Members during the Class Period, and (b) multiplying the result by each
4 individual Participating Class Member's Workweeks.

5 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating
6 Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the
7 "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an
8 IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be
9 allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The
10 Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.
11 Participating Class Members assume full responsibility and liability for any employee taxes owed
12 on their Individual Class Payment.

13 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
14 Class Payments. Non-Participating Class Members will not receive any Individual Class
15 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
16 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

17 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
18 \$25,000 (Twenty-Five Thousand Dollars) to be paid from the Gross Settlement Amount, with
19 75% (\$18,750) allocated to the LWDA PAGA Payment and 25% (\$6,250) allocated to the
20 Individual PAGA Payments.

21 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
22 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$6,250 by
23 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
24 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA
25 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
26 their Individual PAGA Payment.

27 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
28 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to

Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant represents there are approximately **647** Class Members who collectively worked a total of approximately **19,217** Workweeks from October 13, 2019 through June 10, 2024, and approximately **308** Aggrieved Employees who worked a total of approximately **4,338** PAGA Pay Periods from October 13, 2022 through June 10, 2024.

4.2 Class Data. Not later than twenty (20) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 21 (twenty one) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 (fourteen) days after Defendant funds the GSA, 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

1 Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class
2 Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not
3 precede disbursement of Individual Class Payments and Individual PAGA Payments.

4 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
5 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
6 face of each check shall prominently state the date (180 days after the date of mailing) when the
7 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
8 Void Date. The Administrator will send checks for Individual Settlement Payments to all
9 Participating Class Members (including those for whom the Class Notice was returned
10 undelivered). The Administrator will send checks for Individual PAGA Payments to all
11 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
12 Employees (including those for whom Class Notice was returned undelivered). The Administrator
13 may send Participating Class Members a single check combining the Individual Class Payment
14 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
15 must update the recipients' mailing addresses using the National Change of Address Database.

16 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
17 Members whose checks are returned undelivered without USPS forwarding address. Within seven
18 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
19 forwarding address provided or to an address ascertained through the Class Member Address
20 Search. The Administrator need not take further steps to deliver checks to Class Members whose
21 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
22 replacement check to any Class Member whose original check was lost or misplaced, requested
23 by the Class Member prior to the void date.

24 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
25 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
26 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
27 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
28 California Code of Civil Procedure Section 384, subd. (b).

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

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the GSA 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' Release**. Plaintiffs and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notices, or ascertained during the Action and released under Paragraph 5.1, below ("Plaintiffs' Release"). Plaintiffs' 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, or based on occurrences outside the Class Period. 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' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542**. For purposes of Plaintiffs' 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 Released Class Claims: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from those claims arising out of or related to the allegations set forth in the Operative Complaint that arose during the Class Period, including all statutes on which those claims are based in the Operative Complaint, including claims for: (1) failure to pay minimum wage for all hours worked in violation of Labor Code §§1194 1194.2, 1197, and 1198 and the applicable IWC Wage Order(s); (2) failure to pay proper overtime wages in violation of Labor Code §§510, 1194, 1197, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code §226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code §§226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to maintain accurate employment records in violation of Labor Code §§1174 and 1174.5; (6) failure to pay timely wages during employment in violation of Labor Code §§204, 210, and 216; (7) failure to pay all wages due and owing at separation in violation of Labor Code §§201, 202, and 203; (8) failure to reimburse business expenses in violation of Labor Code §§2802 and 2804; (9) failure to provide complete and accurate wage statements in violation of Labor Code §§226 and 226.3; (10) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§17200–17210); (11) failure to pay reporting time pay in violation of California law and its applicable IWC Wage Order(s) and any federal analogue rule or statute; and (12) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing (collectively, the “Released Class Claims”). This release shall apply to claims arising during the Class Period. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

5.3 Released PAGA Claims: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notices, and ascertained in the course of the Action, including claims for: 1) failure to pay minimum wage for all hours worked in violation of Labor Code §§1194 1194.2, 1197, and 1198 and the applicable IWC Wage Order(s); (2) failure to pay proper overtime wages in violation of Labor Code §§510, 1194, 1197, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code §226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code §§226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to maintain accurate employment records in violation of Labor Code §§1174 and 1174.5; (6) failure to pay timely wages during employment in violation of Labor Code §§204, 210, and 216; (7) failure to pay all wages due and owing at separation in violation of Labor Code §§201, 202, and 203; (8) failure to reimburse business expenses in violation of Labor Code §§2802 and 2804; (9) failure to provide complete and accurate wage statements in violation of Labor Code §§226 and 226.3; and (10) failure to pay reporting time pay in violation of California law and its applicable IWC Wage Order(s) and any federal analogue rule or statute (“Released PAGA Claims”).

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiffs will 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 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 draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from each Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm 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. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and filing the Motion for Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

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

the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 Costs. 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 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 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 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar 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, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 (fourteen) 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 with Spanish translation 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 used to calculate these amounts. Before

mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) calendar 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.

7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14) days beyond the forty-five (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.

7.4.5 If the Administrator, Defendant, 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 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 (fourteen) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 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 (forty-five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) 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.

7.5.2 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.

7.5.3 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 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 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 Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods 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'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 the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

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

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, 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; Preliminary Approval Order; Class Notice; Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation

1 Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the
2 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
3 telephone number to receive Class Member calls, faxes and emails.

4 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
5 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
6 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
7 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
8 and other identifying information of Class Members who have timely submitted valid Requests
9 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
10 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
11 Exclusion from Settlement submitted (whether valid or invalid).

12 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
13 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
14 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
15 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
16 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
17 Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment
18 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
19 objections received.

20 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
21 address and make final decisions consistent with the terms of this Agreement on all Class Member
22 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision
23 shall be final and not appealable or otherwise susceptible to challenge.

24 7.8.5 Administrator's Declaration. Not later than 14 (fourteen) days before the date by
25 which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
26 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
27 for filing in Court attesting to its due diligence and compliance with all of its obligations under
28 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices

1 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
2 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
3 number of written objections and attach the Exclusion List. The Administrator will supplement
4 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
5 for filing the Administrator's declaration(s) in Court.

6 7.8.6 Final Report by Settlement Administrator. Within 10 (ten) days after the
7 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
8 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
9 identification number only of all payments made under this Agreement. At least 15 (fifteen) days
10 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
11 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
12 of all payments required under this Agreement. Class Counsel is responsible for filing the
13 Administrator's declaration in Court.

14 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records,
15 Defendant represents there are approximately **647** Class Members who collectively worked a total
16 of approximately **19,217** Workweeks from October 13, 2019 through June 10, 2024, and
17 approximately **308** Aggrieved Employees who worked a total of approximately **4,338** PAGA Pay
18 Periods from October 13, 2022 through June 10, 2024. If it is determined that the total number of
19 Workweeks is greater than **20,177** as of the filing of the initial Motion for Preliminary Approval
20 of the Settlement (i.e. a 5% increase), the GSA will be increased by the same number of
21 percentage points above 5% by which the actual number of Workweeks exceeds 20,177.
22 Likewise, if it is determined that the total number of PAGA Pay Periods worked is greater than
23 **4,554** as of the filing of the initial Motion for Preliminary Approval of the Settlement (i.e. a 5%
24 increase), the GSA will be increased by the same number of percentage points above 5% by which
25 the actual number of PAGA Pay Periods exceeds 4,544. If this provision is triggered so as to
26 increase the GSA, the Parties agree that the portion of the GSA allocated to attorneys' fees will
27 increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA
28 after the upward adjustment required by this provision is implemented.

9. **DEFENDANT’S RIGHT TO WITHDRAW.** Defendant represents, as of the date of this Settlement Agreement, there are 647 Class Members. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (10%) of the total of all Class Members (i.e. more than 64 (Sixty-Four) opt-outs), Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant 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, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 20 (Twenty) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, 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 (7) 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.

10.1 **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 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 **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 by revising the Agreement as necessary to obtain Final

1 Approval. The Court's decision to award less than the amounts requested for the Class
2 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
3 Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material
4 modification to the Agreement within the meaning of this paragraph.

5 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
6 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
7 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
8 and (iii) addressing such post-Judgment matters as are permitted by law.

9 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
10 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
11 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
12 counsel, and all Participating Class Members who did not object to the Settlement as provided in
13 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
14 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
15 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
16 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
17 obligations to perform under this Agreement will be suspended until such time as the appeal is
18 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
19 of the Net Settlement Amount.

20 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
21 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
22 modification of this Agreement (including, but not limited to, the scope of release to be granted
23 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
24 expeditiously work together in good faith to address the appellate court's concerns and to obtain
25 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
26 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
27 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
28

shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

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

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

1 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
2 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
3 inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense
4 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
5 communication, before the filing of the Motion for Preliminary Approval, with any third party
6 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
7 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
8 communications with Class Members in accordance with Class Counsel’s ethical obligations
9 owed to Class Members.

10 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
11 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
12 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
13 to communicate with Class Members in accordance with Class Counsel’s ethical obligations
14 owed to Class Members.

15 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
16 together with its attached exhibits shall constitute the entire agreement between the Parties
17 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
18 inducements made to or by any Party.

19 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
20 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
21 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
22 its terms, and to execute any other documents reasonably required to effectuate the terms of this
23 Agreement including any amendments to this Agreement.

24 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
25 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
26 Settlement Agreement, submitting supplemental evidence and supplementing points and
27 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
28 or content of any document necessary to implement the Settlement, or on any modification of the

1 Agreement that may become necessary to implement the Settlement, the Parties will seek the
2 assistance of a mediator and/or the Court for resolution.

3 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
4 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
5 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
6 action, or right released and discharged by the Party in this Settlement.

7 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
8 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
9 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
10 Part 10, as amended) or otherwise.

11 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
12 modified, changed, or waived only by an express written instrument signed by all Parties or their
13 representatives, and approved by the Court.

14 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
15 to the benefit of, the successors of each of the Parties.

16 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
17 governed by and interpreted according to the internal laws of the state of California, without
18 regard to conflict of law principles.

19 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
20 of this Agreement. This Agreement will not be construed against any Party on the basis that the
21 Party was the drafter or participated in the drafting.

22 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
23 entered during Action and in this Agreement relating to the confidentiality of information shall
24 survive the execution of this Agreement.

25 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
26 inserted for convenience of reference only and does not constitute a part of this Agreement.

27 12.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
28 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a

weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiffs:

MELMED LAW GROUP P.C.
Jonathan Melmed
jm@melmedlaw.com
Meghan Higday
mh@melmedlaw.com
1801 Century Park East, Suite
850 Los Angeles, California
90067 Phone: (310) 824-3828
Fax: (310) 862-6851

D.LAW, INC.
Emil Davtyan
Emil@d.law
David Yeremian
d.yeremnian@d.law
Natalie Haritounian
n.haritounian@d.law
880 E Broadway
Glendale, CA 91205
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant:

CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
Timothy B. Del Castillo
tdc@castleemploymentlaw.com
2999 Douglas Blvd, Suite 180
Roseville, CA 95661
Telephone: (916) 245-0122

ERKEL LAW, P.C.
Steven A. Erkel
steve@erkellaw.com
2014 Capitol Ave., Ste. 100

Sacramento, CA 95811
Telephone (916) 709-3702

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

12.18 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 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.

IT IS SO AGREED.

By the Parties:

DATED: September ¹³ __, 2024

DocuSigned by:
Lidia Crisanto
0E1A765E42564BD...

Plaintiff LIDIA CRISANTO

DATED: September __, 2024

Plaintiff ULISES PEREZ MENDOZA

DATED: September __, 2024

Defendant NATE'S FINE FOODS, LLC

By: _____

Position: _____

Sacramento, CA 95811
Telephone (916) 709-3702

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IT IS SO AGREED.

By the Parties:

DATED: September __, 2024

Plaintiff LIDIA CRISANTO

Signed by:

Ulises Mendoza

DATED: September 11, 2024

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Plaintiff ULISES PEREZ MENDOZA

DATED: September __, 2024

Defendant NATE'S FINE FOODS, LLC

By: _____

Position: _____

Sacramento, CA 95811
Telephone (916) 709-3702

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IT IS SO AGREED.

By the Parties:

DATED: September __, 2024

Plaintiff LIDIA CRISANTO

DATED: September __, 2024

Plaintiff ULISES PEREZ MENDOZA

DATED: 9/15/2024

DocuSigned by:
Nathan Barker
279F83C54A084FE...

Defendant NATE'S FINE FOODS, LLC

By: Nathan Barker
Position: CEO

1 Approved by counsel:

2 DATED: September 11, 2024

MELMED LAW GROUP, P.C.

3
4 BY: Meghan Higday
5 Jonathan Melmed
6 Meghan Higday
7 Counsel for Plaintiff Lidia Crisanto

8 DATED: September __, 2024

D.LAW, INC.

9
10 BY: _____
11 David Yeremian
12 Natalie Haritounian
13 Counsel for Plaintiff Ulises Perez Mendoza

14 DATED: September 11, 2024

15 CASTLE LAW: CALIFORNIA EMPLOYMENT
16 COUNSEL, PC
17 ERKEL LAW, P.C.

18 BY: _____
19 Timothy B. Del Castillo
20 Steven A. Erkel
21 Attorneys for Defendant Nate's Fine Foods, LLC
22
23
24
25
26
27
28

1 Approved by counsel:

2 DATED: September __, 2024

MELMED LAW GROUP, P.C.

3
4 BY: _____
5 Jonathan Melmed
6 Meghan Higday
7 Counsel for Plaintiff Lidia Crisanto

8 DATED: September 11, 2024

D.LAW, INC.

9
10 BY:  _____
11 David Yeremian
12 Natalie Haritounian
13 Counsel for Plaintiff Ulises Perez Mendoza

14 DATED: September 11, 2024

15 CASTLE LAW: CALIFORNIA EMPLOYMENT
16 COUNSEL, PC
17 ERKEL LAW, P.C.

18 BY: _____
19 Timothy B. Del Castillo
20 Steven A. Erkel
21 Attorneys for Defendant Nate's Fine Foods, LLC
22
23
24
25
26
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1 Approved by counsel:

2 DATED: September __, 2024

MELMED LAW GROUP, P.C.

3
4 BY: _____
5 Jonathan Melmed
6 Meghan Higday
7 Counsel for Plaintiff Lidia Crisanto

8 DATED: September __, 2024

D.LAW, INC.

9
10 BY: _____
11 David Yeremian
12 Natalie Haritounian
13 Counsel for Plaintiff Ulises Perez Mendoza

14 DATED: September 11, 2024

15 CASTLE LAW: CALIFORNIA EMPLOYMENT
16 COUNSEL, PC
17 ERKEL LAW, P.C.

18 BY: _____
19 Timothy B. Del Castillo
20 Steven A. Erkel
21 Attorneys for Defendant Nate's Fine Foods, LLC
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DocuSigned by:

Steven Erkel

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EXHIBIT A

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

Lidia Crisanto v. Nate's Fine Foods, LLC, No. S-CV-0051432
Ulises Perez Mendoza v. Nate's Fine Foods, LLC, No. S-CV-0051682

The Placer County Superior Court authorized this notice. Read it carefully! It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Nate's Fine Foods, LLC for alleged wage and hour violations. The Action was filed by former employees, Lidia Crisanto and Ulises Perez Mendoza ("Plaintiffs") and seek payment of (1) back wages and other relief for a class of non-exempt or hourly-paid employees ("Class Members") who worked for Nate's Fine Foods, LLC during the Class Period (October 13, 2019 to June 10, 2024); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt or hourly-paid employees who worked for Nate's Fine Foods, LLC during the PAGA Period (October 13, 2022 to June 10, 2024) ("Aggrieved Employees")

The proposed Settlement has two main parts: (1) a Class Settlement requiring Nate's Fine Foods, LLC to fund Individual Class Payments, and (2) a PAGA Settlement requiring Nate's Fine Foods, LLC to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Nate's Fine Foods, LLC's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Nate's Fine Foods, LLC's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Nate's Fine Foods, LLC's records showing that **you worked _____ workweeks during the Class Period and you worked _____ workweeks during the PAGA Period**. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date.

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 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 Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Nate's Fine Foods, LLC to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Nate's Fine Foods, LLC.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING

Receive money. Give up rights to sue Defendant for claims released in the Settlement.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

EXCLUDE YOURSELF	Receive no money from the Class Settlement. You will retain the right to pursue your own legal claims against Defendants. However, even if you exclude yourself from the Class Settlement, you will still receive a portion of the PAGA Settlement and be bound by it.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS	Challenge your number of Workweeks listed in this Notice and supply any supporting evidence. If you challenge your Workweeks, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Nate's Fine Foods, LLC ("Nate's") at some point(s) between October 13, 2019 through June 10, 2024 and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the lawsuits, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is October 13, 2022 through June 10, 2024.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to keep your address up to date with the Administrator at all times (the Administrator's contact information can be found in Section 12).

This Notice package explains the allegations and background regarding the lawsuits, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the lawsuits is the Placer County Superior Court, and the cases are named, "*Lidia Crisanto v. Nate's Fine Foods, LLC*," No. S-CV-0051432, and "*Ulises Perez Mendoza v. Nate's Fine Foods LLC*," No. S-CV-0051682. The persons who sued, Lidia Crisanto and Ulises Perez Mendoza, are the Plaintiffs, and the company they sued, Nate's Fine Foods, LLC, is the Defendant.

2. WHAT ARE THE LAWSUITS ABOUT?

The Plaintiffs in the lawsuits claim that Defendant: (1) failed to pay workers for all minimum wages owed; (2) failed to pay workers for all overtime hours worked; (3) failed to pay reporting time pay; (4) failed to provide workers with lawful meal periods and rest breaks; (5) failed to maintain accurate employment records; (6) failed to pay wages timely during employment; (7) failed to timely pay all wages owed to workers who resigned or were terminated; (8) failed to reimburse workers for necessary business expenses; (9) failed to provide workers with accurate itemized wage statements; (10) and violated California's Unfair Competition Law. In addition, the Plaintiffs are seeking to recover civil penalties pursuant to PAGA for alleged violations of the California Labor Code by Defendant, based on the allegations above. Defendant denies Plaintiffs' claims and denies any wrongdoing.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called Class Representatives (in this case, the Plaintiffs) sue on behalf of all employees who they contend have similar claims. All of these employees are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiffs or Defendant on the merits of the claims alleged in the lawsuit. Plaintiffs believe they would win at trial. Defendant thinks that Plaintiffs' lawsuits would not proceed to a trial and/or that Plaintiffs would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of proceedings leading up to a trial, a trial, the risk of losing the right to a trial or at trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiffs, as well as their lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All employees of Defendant who were classified as non-exempt and worked within the State of California at any time from October 13, 2019 through June 10, 2024.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of \$345,000 (three hundred and forty-five thousand dollars) to settle the lawsuits. From the GSA, Class Counsel will apply to the Court for attorneys' fees of \$115,000.00 and \$25,000.00 in costs; a Class Representative Enhancement Award of \$10,000.00 to each Plaintiff (for their work and efforts prosecuting this case); a PAGA Penalties payment of \$25,000 to resolve the PAGA claims; and Settlement Administration Costs to CPT Group, Inc., estimated at \$11,500.00. The exact amount of the Class Counsel's Fees and Litigation Costs, Class Representative Enhancement Awards, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the "Net Settlement Amount" or the "NSA," is currently estimated to be approximately **\$148,500**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members who do not request to be excluded ("opt out") of the Settlement as the Class Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$25,000 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$18,750.00, will be paid to the

California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$6,5250.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

Individual Class Payment: An approximation of your Individual Class Payment appears on the first page of this Notice and is based on the number Workweeks you worked, as represented in Defendant's records, in comparison to other employees during the period from October 13, 2019 through June 10, 2024.

Eighty percent (80%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from October 13, 2022 through June 10, 2024 ("PAGA Period"), you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Aggrieved Employees will receive a portion of the PAGA settlement, even if they submit a valid request for exclusion from the Settlement. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator.

Your total estimated PAGA Pay Periods is [REDACTED]. Based on that, your anticipated Individual PAGA Payment is [REDACTED].

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a final fairness hearing on [REDACTED], 2024, to decide whether to approve the Settlement. If the Judge approves the Settlement, there could be appeals. It is also uncertain whether these appeals can be resolved, and resolving them could take time, perhaps more than a year. For an update on the status of payments, please contact the settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Settlement Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and all of Defendant's subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns ("Released Parties"):

Released Class Claims: Upon Final Approval, “Released Class Claims” shall include all claims arising out of or related to the allegations set forth in the Operative Complaints that arose during the Class Period, including all statutes on which those claims are based in the Operative Complaints, including claims for: (1) failure to pay minimum wage for all hours worked in violation of Labor Code §§1194.2, 1197, and 1198 and the applicable IWC Wage Order(s); (2) failure to pay proper overtime wages in violation of Labor Code §§510, 1194, 1197, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code §226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code §§226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to maintain accurate employment records in violation of Labor Code §§1174 and 1174.5; (6) failure to pay timely wages during employment in violation of Labor Code §§204, 210, and 216; (7) failure to pay all wages due and owing at separation in violation of Labor Code §§201, 202, and 203; (8) failure to reimburse business expenses in violation of Labor Code §§2802 and 2804; (9) failure to provide complete and accurate wage statements in violation of Labor Code §§226 and 226.3; (10) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§17200–17210); (11) failure to pay reporting time pay in violation of California and its applicable IWC Wage Order(s) and any federal analogue rule or statute; and (12) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

Released PAGA Claims: If you an Aggrieved Employee (i.e. if you worked for Defendant during the PAGA Period), you will also release all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaints, the PAGA Notices, and ascertained in the course of the Action including claims for: (1) failure to pay minimum wage for all hours worked in violation of Labor Code §§1194.2, 1197, and 1198 and the applicable IWC Wage Order(s); (2) failure to pay proper overtime wages in violation of Labor Code §§510, 1194, 1197, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code §226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code §§226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to maintain accurate employment records in violation of Labor Code §§1174 and 1174.5; (6) failure to pay timely wages during employment in violation of Labor Code §§204, 210, and 216; (7) failure to pay all wages due and owing at separation in violation of Labor Code §§201, 202, and 203; (8) failure to reimburse business expenses in violation of Labor Code §§2802 and 2804; (9) failure to provide complete and accurate wage statements in violation of Labor Code §§226 and 226.3; and (10) failure to pay reporting time pay in violation of California and its applicable IWC Wage Order(s) and any federal analogue rule or statute (“Released PAGA Claims”). The Released PAGA Claims will be released by Aggrieved Employees even if they determine to opt out of the Settlement. This means that all Aggrieved Employees, including those who are Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [45 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

CPT Group, Inc.
Crisanto v. Nate's Fine Foods, LLC Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the lawsuits, except as it relates to Settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (October 13, 2022 through June 10, 2024). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [45 days after Class Notice is Mailed].

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Melmed Law Group, P.C. and D.Law, Inc. are qualified to represent you and the Class Members in the lawsuits. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

16.	MELMED LAW GROUP P.C. Megan E. Ross (SBN 227776) megan@melmedlaw.com Hannah Becker (SBN 345452) hb@melmedlaw.com 1801 Century Park East, Suite 850 Los Angeles, California 90067 Phone: (310) 824-3828 Fax: (310) 862-6851
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D.LAW, INC. Emil Davtyan (SBN 299363) Emil@d.law David Yeremian (SBN 226337) d.yeremnian@d.law Natalie Haritoonian (SBN 324318) n.haritoonian@d.law 880 E Broadway Glendale, CA 91205 Telephone: (818) 962-6465 Fax: (818) 962-6469
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HOW

WILL THE LAWYERS BE PAID?

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Class Counsel will ask the Court to approve \$115,000.00 (or 1/3 of the total settlement) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to **\$XX,000.00** in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payments to Plaintiffs Lidia Crisanto and Ulises Perez Mendoza in the amount of \$10,000 each in addition to their Individual Class Payments for the initiative, risk, and time and energy they have spent in service to the Class as Class Representatives. The Court may award the Class Representatives less than what they have requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before _____, 2024, at the following address:

CPT Group, Inc.
Crisanto v. Nate's Fine Foods, LLC Settlement
XXXXX
City, State, XXXXX
Email:
Fax

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

QUESTIONS? CALL **1-800-XXX-XXXX** TOLL FREE

The Court will hold a Final Approval Hearing at _____ on _____, 2024 in Department 6 of the Placer County Superior Court located at 101 Maple Street, Auburn, California 95603, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payments and the Class Counsel Fees and Litigations Expenses Payment.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the lawsuits.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, [INSERT] by calling toll free 1-800 _____, or you can write to the Administrator at the following address:

CPT Group, Inc.
Crisanto v. Nate's Fine Foods, LLC Settlement
XXXXX
City, State, XXXXX
Email:
Fax

PLEASE DO NOT TELEPHONE THE COURT OR NATE'S FINE FOODS, LLC'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL LISTED OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.