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All others similarly situated.

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

THOMAS GOMEZ on behalf of himself and
on behalf of all others similarly situated,

PLAINTIFFS,

vs.

LASSONDE PAPPAS AND COMPANY
INC., a California Corporation; and DOES 1 to
50 inclusive,

DEFENDANTS.

Case No.: CIVSB2407087

*[Assigned for all purposes to the Hon.
Stephanie Tanada, Dept S33 - SBJC]*

**DECLARATION OF SAUL ACHERMAN
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
EXHIBTS**

Date: February 9, 2026

Time: 8:30 AM

Location: Department S33 – SBJC

Filed Concurrently:

1. Notice of Motion and Motion
2. Memorandum of Points and Authorities
3. Declaration of Saul Acherman
4. Declaration of David V. Jafari
5. Proposed Order

I, Saul Acherman, declare as follows:

1. I am an attorney at law licensed to practice in the State of California, and I am an attorney at Jafari Law Group, Inc., attorneys for Plaintiff THOMAS GOMEZ and all similarly situated in this action (“Plaintiffs”). The facts set forth herein are true and based on my personal knowledge, and if called upon to testify, I could and would testify competently under oath.

1 2. The Parties have agreed to settle the Lawsuit by agreement upon the terms and
2 conditions and for consideration set forth in the Settlement Agreement. A true and correct copy
3 of the Settlement Agreement is attached to this declaration, as **Exhibit 1**.

4 3. Jafari Law Group, Inc., is well regarded as a firm that handles employment matters
5 both individual, class, and PAGA. I have worked together with Mr. Davi Jafari of Jafari Law Group,
6 Inc. to add our combined experience in similar litigations as class and PAGA Counsel to ensure that
7 the proposed settlement in this Action was the product of serious, informed, and non-collusive
8 negotiations, representing a fair and reasonable settlement considering all the facts and
9 circumstances of the litigation. I have handled more than forty PAGA Cases, and many included
10 a class action component, for which I have extensive experience related to PAGA filings,
11 investigation, discovery, mediation, litigation and settlement through approval. I understand that
12 Duane Morris LLP is also well regarded as a firm that defends employment matters (both
13 individual and class).

14 4. On or about October 12, 2023, our office filed on behalf of Plaintiff a Notice
15 pursuant to California Labor Code section 2699.3 with the LWDA in which Plaintiff alleged
16 Defendant violated the Labor Code, as follows: (1) failure to provide meal and rest breaks as
17 required by the applicable Wage Order and Labor Code sections 226.7 and 512; (2) failure to
18 pay minimum wages in violation of Labor Code sections 1197 and 1197.1; (3) failure to pay
19 overtime wages and failure to pay all wages in violation of Labor Code sections 510, 1194, and
20 the applicable Wage Order; (4) failure to timely pay wages during employment and upon
21 separation under Labor Code sections 201-203; (5) failure to furnish accurate wage statements
22 in violation of Labor Code section 226 and the applicable Wage Order; (6) failure to maintain
23 records in violation of Labor Code section 1174; (7) failure to reimburse business expenses in
24 violation of Labor Code section 2802; (8) failure to pay accrued vacation in violation of Labor
25 Code section 227.3; and (9) failure to provide suitable seats in violation of Wage Order section
26 14. A true and correct copy of the Notice is attached to this declaration, as **Exhibit 2**. We were
27 assigned Case Number LWDA-CM-987355-23.

28 5. On or about April 4, 2024, our office filed the current action on behalf of Plaintiff

1 and on behalf of current and former non-exempt employees in California from four years prior
2 to the filing of the complaint through the present. We then filed a First Amended Complaint on
3 June 6, 2024, which was also submitted to the LWDA. Plaintiff's Complaint alleged: (1) Failure
4 to Pay Overtime Wages in Violation of Labor Code Sections 1194, 1194.2, and 1197; (2) Failure
5 to Pay Wages When Due; (3) Failure to Pay All Wages Upon Separation of Employment; (4)
6 Failure to Provide Accurate and Itemized Wage Statements in Violation of Labor Code Section
7 226; (5) Failure to Provide Legally Complaint Meal Periods; (6) Failure to Provide Legally
8 Complaint Rest Periods; (7) Failure to Reimburse Necessary Business Expenses; 8) Unlawful
9 Business Practices in Violation of Business and Professions Code Section 17200, et seq.; and
10 (9) Penalties under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698
11 et seq. The First Amended Complaint was later revised to clarify Plaintiff's claim for failure to
12 pay all overtime and double time wages. On or about June 30, 2025, we submitted a copy of the
13 complaint to the LWDA.

14 6. We conducted significant investigation of the facts and law during the pendency of
15 this action, including interviewing several then-current and former employees of Defendant. After
16 conducting our own investigation and filing the case with the Court, the Parties agreed to attend
17 private mediation. Prior to mediation, we exchanged extensive data, documents, and information
18 concerning Plaintiff's allegations, including Plaintiff's personnel file, Defendant's Employee
19 Handbook and California supplement, overtime policies, meal and rest period policies, waivers,
20 payroll data provided in Microsoft Excel format, timecards provided in Microsoft Excel format, an
21 exemplar arbitration agreement signed by some putative class members, and a sampling of wage
22 statements, along with other Class Member information, including the number of employees and
23 workweeks and pay periods worked by employees during the class and PAGA period respectively.

24 7. We reviewed the documents, data, and information and conducted an analysis of the
25 timecard data for alleged meal period violations.

26 8. On April 14, 2025, the Parties participated in a mediation session before Steve Pearl,
27 Esq., an experienced class action mediator. The mediator actively assisted in settlement discussions,
28 and the Parties reached an agreement in principle to settle. The Settlement was reached after

1 extensive informal discovery and negotiations through an experienced mediator, culminating in the
2 basic terms of settlement later finalized in the Settlement Agreement that was fully executed in
3 October 2025, for which Plaintiff now seeks preliminary approval.

4 9. Our office thoroughly investigated the facts and claims, researched applicable law
5 and defenses, and reviewed relevant documents including Defendant's time records, policy
6 documents, and average hourly rates of non-exempt employees. After discussions with Plaintiff we
7 concluded, considering the sharply disputed factual and legal issues, the risks of further prosecution,
8 and the benefits of compromise and settlement, that the settlement is in the best interests of the
9 representative Plaintiff and Class Members and is fair and reasonable.

10 10. The parties agreed to a total gross settlement amount of \$750,000, fully resolving all
11 class and representative claims against Lassonde Pappas and Company Inc., and covering all claims
12 pled or which could have been pled in the operative Complaint and all claims asserted in the LWDA
13 notice we filed.

14 11. The putative class includes: "all current and former non-exempt employees employed
15 by Defendant in California and classified as non-exempt, hourly-paid employees who worked for
16 Defendant during the Class Period." The class period begins on June 6, 2020 and runs through April
17 14, 2025, the date on which the Parties attended mediation; the PAGA period begins on October 12,
18 2022 and runs through April 14, 2025 also.

19 12. Our office will seek an award of attorney's fees equal to one-third (33 1/3%) of the
20 gross settlement amount, totaling \$250,000, consistent with fees in comparable wage and hour class
21 and PAGA litigation cases. Additionally, we will seek reimbursement for actual litigation costs
22 incurred to date not to exceed more than \$20,000.

23 13. The parties have retained ILYM Group, Inc. as the Settlement Administrator. ILYM
24 Group, Inc. is an experienced and qualified class action claims administrator that provides
25 comprehensive administrative services in complex class, collective, and representative actions. The
26 Administrator will manage all aspects of settlement administration, including class notice
27 dissemination, claims processing, and fund distribution. The Administration Expenses Payment to
28 the Administrator is capped at \$6,000, unless the Court finds good cause to increase this amount. If

1 actual administration expenses are less than \$6,000 or the Court approves a lower amount, the
2 difference will be returned to the Net Settlement Fund for distribution to Class Members. Any
3 approved excess over \$6,000 will be paid from the Gross Settlement Amount.

4 14. To resolve PAGA penalties \$75,000 of the gross settlement amount has been
5 allocated to PAGA. Of this amount, 75% (\$56,250) will be paid to the California Labor and
6 Workforce Development Agency (LWDA), and 25% (\$18,750) will be distributed on a pro rata basis
7 to approximately 109 allegedly aggrieved employees identified as having worked for Defendant
8 during the PAGA period from October 12, 2022, through April 14, 2025 based on the number of pay
9 periods each allegedly aggrieved employee worked during the PAGA period. This allocation
10 represents a reasonable compromise given April 14, 2025, mediation brief's estimated PAGA
11 exposure that ranged from \$1.4 million to \$7.2 million.

12 15. After all deductions - \$250,000 in attorney's fees (33 1/3%), up to \$6,000 in
13 administration expenses, estimated litigation cost (\$20,000), a \$10,000 service payment to Plaintiff,
14 and \$75,000 allocated for PAGA - \$389,000 remains in the Net Settlement Fund to pay the class;
15 This allocation represents a reasonable compromise given April 14, 2025, mediation brief's
16 estimated PAGA exposure that ranged from \$1.4 million to \$7.2 million.

17 16. This fund will be distributed pro rata to Participating Class Members according to the
18 number of workweeks worked by putative class members during the class period according to the
19 following allocation process: **Numerator:** The Participating Class Member's number of workweeks
20 during the Class Period; **Denominator:** The total workweeks worked by all Participating Class
21 Members; **Pro Rata Share:** Individual share = Net Settlement Fund x (Participating Class Members'
22 workweeks worked during the Class Period ÷ The total workweeks worked by all Participating
23 Class Members during the Class Period).

24 17. Exact values will be computed by ILYM Group, Inc., using the Court-approved
25 method and supporting payroll/time records. ILYM Group, Inc. will manage all settlement
26 administration tasks, including mailing class notices, processing opt-outs and objections, and
27 distributing settlement payments. Notices will explain class members' rights, the claims released by
28 the settlement, the timing and method for submitting claims, and instructions for contesting the

1 settlement if desired.

2 18. The proposed notice of settlement will be sent in plain language and explain the
3 nature of the Litigation, a summary of the substance of the Settlement, the Class definition, the
4 formula to calculate a Class Member's Individual Settlement Payment, the deadline to submit an
5 objection to the Class Settlement or a request for exclusion from the class portion of the Settlement
6 and/or to dispute the basis for a Class Member's estimated Individual Class Settlement Payment,
7 and the date, time and place for the Final Approval Hearing.

8 19. Attorney fees and litigation costs awarded to Jafari Law Group, Inc. will be paid
9 directly from the Settlement Fund to counsel and do not flow through to class members. As such,
10 these disbursements have no tax impact on individual recipients. Counsel will comply with all IRS
11 reporting requirements for any reimbursed costs or fee awards, issuing Forms 1099-MISC or
12 equivalent as appropriate.

13 20. Each class member will receive a personalized tax-reporting statement that clearly
14 delineates wage versus non-wage components of their settlement share. This statement will enable
15 accurate reporting on both federal and state tax returns and help ensure compliance with all
16 applicable tax rules.

17 21. Plaintiff and Class Counsel will request, and Defendant agrees not to oppose payment
18 from the Class Settlement Amount of \$10,000 to Plaintiff as a service payment.

19 22. Plaintiff's contribution were substantial, including retaining our office, providing
20 detailed factual support throughout the litigation, participating in strategy meetings, aiding in data
21 analysis, helping identify witnesses that we were able to interview, participating in mediation, and
22 approving the settlement on behalf of the entire class.

23 23. The proposed settlement was reached as a result of arm's-length negotiations
24 facilitated by an experienced mediator following significant investigation of the facts and law during
25 and in preparation for mediation. The settlement negotiations were always adversarial and non-
26 collusive in nature. Indeed, continued good-faith but occasionally contentious negotiations were
27 required to ultimately reach an agreement following a successful full-day mediation with respected
28 class action mediator Steve Pearl, Esq.

1 24. The Parties thoroughly investigated and evaluated the factual strengths and
2 weaknesses of this case before reaching the proposed settlement and engaged in sufficient
3 investigation and discovery as referenced above, to support the settlement. Each side agreed to
4 the informal production of discovery and production of relevant declarations to fully inform the
5 parties of potential liability and strength of Plaintiff's claims. Such discovery and investigation
6 in this included investigation and research of relevant legal principles for liability and
7 certification and production and analysis of the documents and data produced. There have also
8 been conferences and communications between the representatives of the Parties related to this
9 primary issue. Counsel for the Parties have investigated the law as applied to the facts regarding
10 the alleged claims and potential defenses thereto, and the potential damages claimed, including
11 the review of class information produced by Defendant to Class Counsel for the purposes of
12 litigation and mediation.

13 25. After careful consideration, we concluded that the proposed settlement is in the best
14 interest of the Class based on the data exchanged during informal discovery, the evidentiary record
15 developed to date, and our detailed understanding of the legal and factual issues in the case. The
16 risks associated with class certification, a potential motion for summary adjudication, trial, and
17 appeal—all of which could substantially delay or impair recovery—were carefully weighed in
18 reaching the proposed settlement. In addition, the affirmative defenses asserted by Defendant, the
19 prospect of a potential adverse summary adjudication ruling, uncertainty on certification issues, the
20 difficulties of complex litigation, the lengthy process of establishing specific damages and various
21 possible delays and appeals, were also carefully considered in agreeing to the proposed settlement.

22 26. We analyzed the value of pleaded class allegations and conducted an analyses
23 accounting for both Plaintiff's and Defendant's theories:

- 24 **a. Meal Period Violations:** Plaintiff alleged that Defendant failed to provide second
25 meal periods for 12+ hour shifts and failed to provide compliant first meal periods
26 (e.g., breaks under 30 minutes, or after the 5th hour). Plaintiff estimated
27 approximately \$668,959.74 in missed second meals and \$165,911.26 in
28 shortened first meals, with total meal premiums at \$833,871.00. Defendant

1 claimed that company policies provided for proper meal breaks so if an employee
2 took it late or failed to take a meal break, it was their choice and they had waived
3 the right to take either a timely meal or a meal break at all. Defendant argued that
4 it had a policy of paying employees meal break premium wages if an employee
5 could not take a break due to reasons which were not the employees' choice.

6 **b. Rest Break Violations:** Plaintiff alleges that Defendant did not authorize or permit
7 rest breaks during shifts over 3.5, 6, or 10 hours, and failed to provide third rest
8 breaks for 12-hour shifts. No policy was in place for rest break premiums.
9 Plaintiff estimated approximately \$668, 959.74 in missed rest break premiums
10 and \$271,870.40 for wages for rest time worked, totaling \$940,830.14 in total
11 rest break damages. Defendant claimed that company policies provided for
12 proper rest breaks so if an employee took it late or failed to take a rest break, it
13 was their choice and they had waived the right to take either a timely rest or a
14 rest break at all. Defendant argued that it had a policy of paying employees rest
15 break premium wages if an employee could not take a break due to reasons that
16 were not the employees' choice.

17 **c. Inaccurate Wage Statements (Labor Code §226):** Plaintiff alleges that wage
18 statements were inaccurate due to missing meal/rest premiums and other wage
19 violations. Plaintiff estimated \$305,450.00 in penalties (based on actual shifts
20 with violations; capped at \$4,000 per employee). Because this claim was
21 derivative, it was subject to the defenses to the claims alleged above. In addition,
22 Defendant also argued that Plaintiff could not demonstrate that the Defendant
23 knowingly and intentionally provided employees with inaccurate wage
24 statements.

25 **d. Waiting Time Penalties (Labor Code §203):** Plaintiff alleged that Defendant
26 failed to timely pay all final wages to former employees who were not provided
27 with lawful meal/rest breaks. Plaintiff estimated (based on known terminations
28 during the “Provided Period” only) \$183,723.00 in penalties. Defendant asserted

Plaintiff could not show Defendant willfully withheld owed wages in the manner intended to be protected by the Labor Code.

e. Overtime: Plaintiff alleged that Defendant failed to pay all overtime wages due; however, the data showed payroll data that included check numbers, gross pay, take home pay, regular hours worked, overtime hours worked, double-time hours worked, total hours worked, regular pay, overtime pay, tax withholdings and other deductions, and rate of pay (that was discernable from the data). Accordingly, there appeared to be insufficient evidence supporting a failure to pay overtime, and we did not allocate a nominal value to this claim.

f. Regular Rate: Plaintiff alleged that Defendant did not pay overtime, double time, meal and rest break premiums, and other wages based on the regular rate of pay. After review of the data, Plaintiff was unable to identify any non-discretionary bonuses earned in the same pay period as overtime, and/or a meal or rest break premium payment, that were not included in the regular rate of pay and thus Plaintiff has attributed no value to this claim.

g. Reimbursement: Plaintiff alleged that Defendant failed to reimburse him and putative class members for laundering of work clothes, gas, car maintenance, and the use of their personal cell phones for business use. After investigation, Plaintiff discovered that Defendant contracts with a third-party vendor, Cintas, to provide laundering of employees' uniforms cost-free to employees and that Defendant's non-exempt manufacturing employees also are not required to travel for business and therefore would not need to expend gas costs or be reimbursed for car maintenance. Defendant also argued that it had a policy set forth in its Good Manufacturing Practices (GMPs).that employees are prohibited from using their personal cell phone for work use. Thus, Plaintiff has attributed no value to this claim.

h. Arbitration Agreements: Defendant further argued that most of its employees, including all newly hired employees, signed an arbitration agreement with a class

1 action waiver which, Defendant contends, would significantly limit the size of
2 the any certifiable class, if any claims could be certified.

3 27. We calculated Defendant's maximum potential exposure—excluding PAGA—to be
4 approximately \$2,263,874.14; The case settled for \$750,000, which represents approximately
5 33.13% of the potential recovery for class-wide damages alone. Including PAGA penalties, exposure
6 increases to over \$4.5 million, and the \$750,000 settlement represents approximately 16.33% of the
7 combined class and PAGA exposure.

8 28. The proposed settlement delivers meaningful value to Class Members. If the
9 Court approves the proposed deductions for attorneys' fees and costs, the LWDA allocation,
10 the service award, and administration costs, Plaintiffs estimate that Class Members will receive
11 an average payment of approximately \$2,527. This is a fair and reasonable result.

12 29. Based on the nature of wage and hour cases, the actual unpaid amounts of wages
13 are substantial for each individual class member. The settlement is fair and reasonable and will
14 allow the employees, many of them current employees, to receive a portion of their unpaid
15 wages without risk of retaliation or having to file their own action, find an attorney, participate
16 in the action, or incur the risk of costs if the action is unsuccessful.

17 30. Plaintiffs' counsel will seek attorneys' fees in the amount of \$250,000, or one-
18 third (33⅓%) of the \$750,000 gross settlement fund, which we believe is reasonable and well
19 within the range commonly approved in wage-and-hour class and PAGA settlements under the
20 percentage-of-the-fund method.

21 31. Based on our own investigation and the documents and records shared by Defendant,
22 including in preparing and during the mediation, we understand the requirements under California
23 Code of Civil Procedure Section 382 are all met for the purposes of certifying this case for
24 settlement purposes:

- 25 **a. Numerosity:** The Settlement Class consists of approximately 150 non-
26 exempt hourly employees who worked for Lassonde Pappas at its Ontario,
27 California facility during the Class Period, so joinder of all class members
28 into a single action would be impracticable and inefficient.

1 **b. Ascertainability:** The Settlement Class is readily identifiable based on
2 Defendant's payroll and timekeeping records. These records include data
3 regarding clock-in/clock-out times, length of shifts, compensation, and wage
4 statement history.

5 **c. Typicality:** Plaintiff Thomas Gomez's claims are typical of those of the
6 proposed class. Like other class members, Plaintiff routinely worked shifts
7 exceeding 8 and 12 hours without being provided with lawful second meal
8 periods or full rest breaks, was not properly reimbursed for expenses, and
9 received inaccurate wage statements. His claims arise from the same alleged
10 policies and practices that impacted the class as a whole.

11 **d. Adequacy:** Plaintiff has diligently participated in the litigation, understands
12 his obligations to the class, and has no conflicts with other class members.
13 We are experienced wage-and-hour litigators who have actively investigated
14 the claims, conducted data analysis, and advocated for a fair resolution.

15 32. The case presents predominant common questions of law and fact, including: (1)
16 Whether Defendant paid all wages, including minimum and overtime to employees; (2) Whether
17 Defendant paid all wages at the proper rates; (3) Whether Defendant provided a first meal break at
18 or before the employee's fifth hour of work; (4) Whether Defendant failed to provide lawful second
19 meal breaks for employees working shifts over 10 or 12 hours; (5) Whether Defendant failed to
20 authorize and permit rest breaks; (6) Whether Defendant failed to issue accurate itemized wage
21 statements; (7) Whether Defendant timely paid wages during employment and upon termination; (8)
22 Whether Defendant failed to reimburse business expenses allegedly incurred by employees in
23 connection with their employment with Defendant; (9) Whether such conduct violated applicable
24 provisions of the California Labor Code and gave rise to civil penalties under PAGA; and (10)
25 Whether employees are entitled to restitution, penalties, and interest.

26 33. Our analysis based on our investigation and the records provided by Defendant,
27 showed that employees collectively worked approximately 6,548 pay periods during the PAGA
28 period alone (October 12, 2022, through April 14, 2025), and a significant majority of these

1 shifts involved alleged violations of meal and rest break laws and wage statement requirements.

2 34. Plaintiff Thomas Gomez's claims are typical of those of the proposed class; like other
3 class members, Plaintiff alleges that he routinely worked shifts exceeding 8 and 12 hours without
4 being provided with lawful second meal periods or full rest breaks, was not properly reimbursed for
5 expenses, received inaccurate wage statements, and was not timely paid wages, among other
6 violations as alleged in this LWDA Notice and his operative Complaint. His claims arise from the
7 same alleged policies and practices that impacted the class as a whole.

8 35. Based on information we received from Plaintiff and Defendant, we understand that
9 class members are mostly low-wage hourly employees.

10 36. We were also informed during discussions with Defendants' counsel and during the
11 course of mediation efforts that the majority of the putative class members signed arbitration
12 agreements with class action waivers.

13 37. Furthermore, we understand that some class members are still employed by
14 Defendant.

15 38. On December 30, 2025, just prior to the filing of this motion, I submitted to the
16 LWDA a copy of the Motion papers accompanying this Declaration and Exhibits including the
17 Settlement Agreement, via [https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)
18 [Attorneys-General-Act.html](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html).

19 39. Attached to this declaration as **Exhibit 3**, is a true and correct proof of service of
20 these papers on the LWDA.

21 40. As part of their agreement, the parties have agreed to cooperate in the filing of this
22 motion, which Defendant will not oppose.

23
24 Executed this December 30, 2025, in Irvine, CA.

25
26
27
28 
Saul Acherman

EXHIBIT 1

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Gomez and all others similarly situated

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO-JUSTICE CENTER

THOMAS GOMEZ, on behalf of himself and on
behalf of all others similarly situated,

PLAINTIFFS,

v.

LASSONDE PAPPAS AND COMPANY INC, a
California Corporation; and DOES 1 through 50
inclusive,

DEFENDANTS.

Case No.: CIVSB2407087

SETTLEMENT AGREEMENT

Judge: Honorable Stephanie Tanada
Dept: S33

Complaint Filed: April 4, 2024
Trial Date: Not yet scheduled

1 This Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) is made
2 by and between plaintiff Thomas Gomez (“Plaintiff”), individually and on behalf of all other
3 similarly situated; and defendant Lassonde Pappas and Company Inc. (“Defendant”). The
4 Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

5
6 **1. DEFINITIONS**

7 **1.1. “Action”** means Plaintiff’s class action lawsuit alleging wage and hour violations against
8 Defendant, captioned *Thomas Gomez v. Lassonde Pappas and Company Inc.*, San
9 Bernardino County Superior Court, Case No. CIVSB2407087, inclusive of his claims
10 under the California Private Attorneys General Act (“PAGA”).

11 **1.2. “Administrator”** means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have
12 agreed to appoint to administer the Settlement.

13 **1.3. “Administration Expenses Payment”** means the amount the Administrator will be paid
14 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
15 accordance with the Administrator’s “not to exceed” bid submitted to the Court in
16 connection with approval of this Settlement.

17 **1.4. “Aggrieved Employee”** means a person employed by Defendant in California and
18 classified as a non-exempt, hourly-paid employee who worked for Defendant during the
19 PAGA Period.
20

21 **1.5. “Aggrieved Employee Data”** means Aggrieved Employee identifying information in
22 Defendant’s possession including the Aggrieved Employee’s name, last-known mailing
23 address, Social Security Number, and the number of pay periods that the Aggrieved
24 Employee worked during the PAGA Period.
25

26 **1.6. “Aggrieved Employee Address Search”** means the Administrator’s investigation and
27 search for current Aggrieved Employees’ mailing addresses using all reasonably available
28

sources, methods and means, including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7. “Class” means all current and former employees employed by Defendant in California and classified as non-exempt, hourly-paid employees who worked for Defendant during the Class Period.

1.8. “Class Counsel” means David V. Jafari, Saul Acherman, and Eli Hamblet of Jafari Law Group, Inc. The term “Class Counsel” shall be used synonymously with the terms “PAGA Counsel” and “Plaintiff’s Counsel.”

1.9. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.10. “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 the number of workweeks that the Class Member worked during the Class Period.

1.11. “Class Member” means a person employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the Class Period.

1.12. “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval to be mailed to Class Members in the form, without material variation, attached as Exhibit A to this Agreement.

1.13. “Class Period” means the period from June 6, 2020 through April 14, 2025, the date on which the Parties attended mediation, except as the end date of the Class Period may be modified pursuant to Section 8.1 hereof.

1.14. “Class Representative” means Thomas Gomez, who is the named Plaintiff in the Action seeking Court approval to serve as the Class Representative.

1.15. “Class Representative Service Payment” means the service payment made to Thomas Gomez as the Class Representative in order to compensation him for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for providing the general release of all claims.

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

1.17. “Defendant” means the named Defendant, Lassonde Pappas and Company Inc.

1.18. “Defense Counsel” means Jennifer A. Kearns and Brittany M. Ranelli of Duane Morris LLP.

1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court issues an Order Approving the Settlement (“Final Approval Order”) and (b) the Court enters a Judgment on its Order Approving the Settlement. The Judgment is final on the day the Court enters such Judgment.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement and entering Judgment in accordance with the terms of this Agreement.

1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve the Settlement finally, implement the terms of this Agreement, and enter Judgment.

1.22. “Gross Settlement Amount” means Seven Hundred Fifty Thousand Dollars (\$750,000.00), which is the total amount Defendant agrees to pay under the settlement.

The Gross Settlement Amount will be used to pay Individual Class Payments, Individual
PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, PAGA
Counsel Litigation Expenses Payment, PAGA Representative Service Payment, and the
Administrator's Expenses Payment.

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

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

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

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

1.27. "LWDA PAGA Payment" means the 75% of the total PAGA Penalties paid by
Defendant under Labor Code section 2699, subd. (i), which 75% portion shall be remitted
by the Administrator to the LWDA.

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

1.29. “PAGA Pay Period” or “Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant during the PAGA Period, based on hire dates, termination dates (if applicable) and re-hire dates (if applicable).

1.30. “PAGA Period” means the period from October 12, 2022 through April 14, 2025, the date on which the Parties attended mediation, except as the end date of the PAGA Period may be modified pursuant to Section 8.1 hereof.

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

1.32. “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a), dated October 12, 2023.

1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, to be allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.

1.35. “Plaintiff” means Thomas Gomez, the named plaintiff in the Action.

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

1.37. “Released Class Claims” means the claims being released by the Plaintiff and Participating Class Members and as described in Paragraph 5 below.

1.38. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.39. “Released Parties” means the Defendant, and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

1 **1.40. “Request for Exclusion”** means a Class Member’s timely and valid submission of a
2 written request to be excluded from the Class Settlement, signed by the Class Member, as
3 provided in this Agreement.

4 **1.41. “Response Deadline”** means the last date on which Class Members may: (a) submit
5 Requests for Exclusion from the Settlement; or (b) submit an Objection to the Settlement.
6 Class Members to whom the Class Notice is resent after having been returned as
7 undeliverable to the Administrator shall have their Response Deadline extended an
8 additional fourteen (14) days.

9 **1.42. “Settlement”** means the disposition of the Action effected by this Agreement and the
10 Judgment.

11 **1.43. “Workweek”** means any week during the Class Period in which any Class Member
12 performed services for Defendant as a Class Member for at least one day.

13 **2. RECITALS**

14 On October 12, 2023, Plaintiff filed with the LWDA and served on Defendant a notice under
15 Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil
16 penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“PAGA Notice”).

17 On April 4, 2024, after sixty-five (65) days had passed without any communication or action
18 by the LWDA with respect to the Labor Code violations alleged in the PAGA Notice, Plaintiff filed
19 this Action against Defendant by filing a Complaint asserting claims for penalties under PAGA arising
20 for alleged violations of the California Labor Code, including but not limited to, (1) failure to pay
21 overtime; (2) failure to pay wages when due; (3) failure to pay all wages upon separation; (4) failure
22 to provide accurate wage statements; (5) failure to provide meal periods; (6) failure to provide rest
23 periods; (7) failure to reimburse business expenses; (8) violations of California’s unfair competition
24 statute; and (9) violations pursuant to PAGA.
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1 On June 6, 2024, Plaintiff filed an amended complaint adding class claims based on the same
2 alleged Labor Code violations asserted in his earlier-filed PAGA complaint. The Amended Complaint
3 is the operative complaint in the Action (the "Operative Complaint."). Defendant denies the allegations
4 in the Operative Complaint, denies any failure to comply with the laws identified in the Operative
5 Complaint, and denies any and all liability for the causes of action alleged therein.

6
7 On April 14, 2025, the parties participated in an all-day mediation presided over by Steve Pearl,
8 which eventually led to the present settlement of the entirety of this case.

9 Prior to mediation, Defendant informally produced: (1) a sampling of time and pay records
10 during the Class Period; (2) the data points of a number of Class Members and Aggrieved Employees,
11 including number of aggregate workweeks worked in the Class Period and pay periods worked in the
12 PAGA periods, and number of former employees in the Waiting Time Class Period; and (3) employee
13 handbooks and applicable policies in effect during the Class Period. Based on these records, Plaintiff's
14 counsel was able to extrapolate all pertinent data through the mediation, including number of shifts
15 worked, the number of claimed meal period violations, the number of Class Members eligible for wage
16 statement penalties and waiting time penalties, among others.

17
18 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other
19 pending matter or action asserting claims that will be extinguished or affected by the Settlement.

20 **3. MONETARY TERMS**

21
22 **3.1. Gross Settlement Amount.** Except as otherwise provided by Paragraph 8.1 below,
23 Defendant promises to pay Seven Hundred Fifty Thousand Dollars (\$750,000.00) and no
24 more as the Gross Settlement Amount. Defendant shall have no obligation to pay the Gross
25 Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement, but
26 may choose to do so, at Defendant's election. The Administrator will disburse the entire
27 Gross Settlement Amount without asking or requiring Participating Class Members or
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1 Aggrieved Employees to submit any claim as a condition of payment. None of the Gross
2 Settlement Amount will revert to Defendant.

3 **3.2.Payments from the Gross Settlement Amount.** The Administrator will make and deduct
4 the following payments from the Gross Settlement Amount, in the amounts specified by
5 the Court in the Final Approval:
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7 **3.2.1. To the Class Representative:** A Class Representative Service Payment to the Class
8 Representative of not more than Ten Thousand Dollars (\$10,000.00) (in addition to
9 any Individual Class Payment and Individual PAGA Payment to which the PAGA
10 Representative is entitled to receive as a Class Member and Aggrieved Employee).
11 Defendant will not oppose Plaintiff's request for a Class Representative Service
12 Payment that does not exceed this amount. As part of the motion for Class Counsel
13 Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court
14 approval for any Class Representative Service Payments no later than 16 court days
15 prior to the Final Approval Hearing. If the Court approves a Class Representative
16 Service Payment less than the amount requested, the Administrator will retain the
17 remainder in the Net Settlement Amount. The Administrator will report the Class
18 Representative Service Payment using IRS Form 1099. Plaintiff assumes full
19 responsibility and liability for any and all taxes owed on the Class Representative
20 Service Payment.
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23 **3.2.2. To Class Counsel:** A Class Counsel Fees Payment of not more than 33% of the
24 Gross Settlement Amount, which is currently estimated to be Two Hundred Fifty
25 Thousand Dollars (\$250,000.00), and Class Counsel Litigation Expenses Payment
26 of not more than Twenty Thousand Dollars (\$20,000.00). Defendant will not
27 oppose requests for Court approval of these payments provided that they do not
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1 exceed these amounts. As part of the motion for Class Counsel Fees Payment and
2 Class Litigation Expenses Payment, Plaintiff will seek Court approval for Class
3 Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later
4 than 16 court days prior to the Final Approval Hearing. If the Court approves a
5 Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment of less
6 than the amounts requested and authorized herein, the Administrator will allocate
7 the remainder to the Net Settlement Amount. Released Parties shall have no liability
8 to Class Counsel or any other Plaintiff's Counsel arising from any claim to any
9 portion of any Class Counsel Fees Payment and/or Class Counsel Litigation
10 Expenses Payment. The Administrator will record the Court-approved Class
11 Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one
12 or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
13 any and all taxes owed on the Class Counsel Fees Payment and the Class Counsel
14 Litigation Expenses Payment and holds Defendant and Released Parties harmless,
15 and indemnifies Defendant and Released Parties from any dispute or controversy
16 regarding any division or sharing of any of these Payments.
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19 **3.2.3. To the Administrator:** An Administrator Expenses Payment not to exceed Six
20 Thousand Dollars (\$6,000.00) except for a showing of good cause and as approved
21 by the Court. To the extent the Administration Expenses are less or the Court
22 approves payment less than \$6,000.00, the Administrator will retain the remainder
23 in the Net Settlement Amount. To the extent the Court finds good cause to increase
24 the Administration Expenses Payment above \$6,000.00, the excess shall come from
25 the Gross Settlement Amount and Defendant shall not be required under any
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1 circumstances to pay more than the Gross Settlement Amount, except as provided
2 in Section 8.1 hereof.

3 **3.2.4. To the LWDA and Aggrieved Employees:** PAGA penalties in the amount of
4 \$75,000.00 will be deducted from the Gross Settlement Amount, with 75% of the
5 PAGA penalties (estimated to be \$56,250.00) allocated to the LWDA PAGA
6 Payment and 25% of the PAGA penalties (estimated to be \$18,750.00) allocated to
7 the Individual PAGA Payments. The Administrator will calculate each Individual
8 PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25%
9 share of PAGA Penalties (estimated to be \$56,250.00) by the total aggregate
10 number of PAGA Period Pay Periods worked by all Aggrieved Employees during
11 the PAGA Period and then (b) multiplying the result by each Aggrieved Employee's
12 own number of PAGA Period Pay Periods worked. Aggrieved Employees assume
13 full responsibility and liability for any and all taxes owed as a result of their receipt
14 of their Individual PAGA Payments. If the Court approves PAGA Penalties of less
15 than the amount requested, the Administrator will nonetheless allocate the
16 remainder to the Net Settlement Amount. The Administrator will report the
17 Individual PAGA Payments on IRS 1099 Forms.

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21 **3.2.5. To Each Participating Class Member:** The Net Settlement Amount shall be
22 allocated to Participating Class Members who shall each receive an Individual Class
23 Payment for their share of the Net Settlement Amount. The Administrator will
24 calculate each Individual Class Payment by (a) dividing the Net Settlement Amount
25 by the total of all Workweeks worked by Participating Class Members, and (b)
26 multiplying the result by the number of Workweeks that each Class Member
27 worked during the Class Period. Class Members assume full responsibility and
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liability for any and all taxes owed as a result of their receipt of their Individual Class Payments. Seventy percent (70%) of each Individual Class Payment made to each Participating Class member will be allocated to the settlement of claims for non-wages, interest and penalties (the “Non-Wage Portion”). The Non-Wage Portion are not subject to wage withholdings and will be reported on an IRS 1099 Form to each Participating Class Member. Thirty percent (30%) of each Individual Class Payment made to each Participating Class member will be allocated to the settlement of wage claims (the “Wage Portion”). The Wage Portion is subject to tax withholdings and will be reported on an IRS W-2 Form. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING PAYMENTS

4.1. Class Member Workweeks. Based on a review of its records to date, Defendant represents that as of March 26, 2025, there were an estimated 150 Class Members who worked an estimated total of 11,628 Workweeks in the Class Period.

4.2. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant represents that as of March 26, 2025, there were an estimated 109 Aggrieved Employees who worked an estimated total of 6,548 Pay Periods in the PAGA Period.

4.3. Class Data and Aggrieved Employee Data. Within 30 days of the Effective Date, Defendant will deliver the Class Data and Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet(s). To protect Class Members’ and Aggrieved Employees’ privacy rights, the Administrator must maintain the Class Data and Aggrieved Employee Data in confidence, use the Class Data and Aggrieved Employee Data only for

1 purposes of this Settlement and for no other purpose, and restrict access to the Class Data
2 and Aggrieved Employee Data to Administrator employees who need access to the Class
3 Data and Aggrieved Employee Data to effect and perform under this Agreement. Defendant
4 has a continuing duty to immediately notify Class Counsel if it discovers that the Class
5 Data and/or Aggrieved Employee Data omitted employee identifying information and to
6 provide corrected or updated Class Data and/or Aggrieved Employee Data to the
7 Administrator as soon as reasonably feasible. Without any extension of the deadline by
8 which Defendant must send the Class Data and/or Aggrieved Employee Data to the
9 Administrator, the Parties and their counsel will expeditiously use best efforts, in good
10 faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
11 Data and/or Aggrieved Employee Data.
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14 **4.4. Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross Settlement
15 Amount by transmitting the funds to the Administrator no later than 30 days after the
16 Effective Date, but Defendant may (but is not required to) fund the Gross Settlement
17 Amount before the Effective Date, in its sole and absolute discretion.

18 **4.5. Payments from the Gross Settlement Amount.** Within 30 days after the date that the
19 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all
20 Individual Class Payments and Individual PAGA Payments, the Class Representative
21 Service Payment, the LWDA PAGA Payment, the Administration Expenses Payment, the
22 Class Counsel Litigation Expenses Payment. Disbursement of the Class Counsel Litigation
23 Expenses Payment and Class Representative Service Payment shall not precede
24 disbursement of the Individual Class Payments and Individual PAGA Payments. The
25 Administrator will issue checks for the Individual Class Payments and Individual PAGA
26 Payments and send them to the Class Members and Aggrieved Employees via First Class
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1 U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not
2 less than 180 days after the date of mailing) when the check will be voided if not negotiated
3 by that date. The Administrator will cancel all checks not cashed by the void date. Before
4 mailing any checks, the Settlement Administrator must update the recipients' mailing
5 addresses using the National Change of Address Database. The Administrator must
6 conduct a Class Member and Aggrieved Employee Address Search for all Class Members
7 and Aggrieved Employees whose checks are returned undelivered without USPS
8 forwarding address. Within 3 days of receiving a returned check, the Administrator must
9 re-mail checks to the USPS forwarding address provided or to an address ascertained
10 through the Class Member and Aggrieved Employee Address Search. The Administrator
11 need not take further steps to deliver checks to the Class Members and Aggrieved
12 Employees whose re-mailed checks are returned as undelivered. The Administrator shall
13 promptly send a replacement check to any Class Member and/or Aggrieved Employee
14 whose original check was lost or misplaced, if requested by the Class Member and/or
15 Aggrieved Employee prior to the void date. For any Class Member and/or Aggrieved
16 Employee whose Individual Class Payment and/or Individual PAGA Payment check is
17 uncashed and cancelled after the void date, the Administrator shall transmit the funds
18 represented by such checks to the California Controller's Unclaimed Property Fund in the
19 name of the Class Member or Aggrieved Employee. The payment of the Individual Class
20 Payments and Individual PAGA Payments shall not obligate Defendant to confer any
21 additional benefits or make any additional payments to the Class Members and Aggrieved
22 Employees (such as 401(k) contributions or bonuses) beyond those specified in this
23 Agreement.
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5. RELEASES OF CLAIMS

1 As of the Effective Date, Plaintiff and Class Counsel will release claims against all Released
2 Parties as follows:

3 **5.1. Plaintiff's General Release.** Plaintiff Thomas Gomez and his respective former and
4 present spouses, representatives, agents, attorneys (including Class Counsel), heirs,
5 administrators, successors and assigns generally release and discharge Released Parties
6 from all claims, claims, demands, actions, causes of action, suits, damages, penalties,
7 losses, and expenses, of any and every nature whatsoever, known or unknown, as a result
8 of actions or omissions by Released Parties, including, without limitation all claims arising
9 out of or relating to Plaintiff's employment with Defendant or separation thereof, any
10 claims made in the Operative Complaint, all claims for unpaid wages, unlawful
11 discrimination, harassment, or failure to accommodate and any other claims related to the
12 terms and conditions of employment including under Title VII of the Civil Rights Act of
13 1964, the Americans with Disabilities Act, the Fair Labor Standards Act, the National
14 Labor Relations Act, the California Fair Employment and Housing Act, the Age
15 Discrimination in Employment Act (ADEA), the California Labor Code, the California
16 Wage and Hour Laws and the California Private Attorneys' General Act and any
17 amendments to the foregoing, or any other federal, state or local statute, rule, ordinance, or
18 regulation, as well as any claims in equity or under common law for tort, contract or
19 wrongful discharge ("Plaintiff's Release"). Plaintiff's Release does not extend to (i) any
20 claims or actions to enforce this Agreement, (ii) claims for unemployment benefits,
21 disability benefits, social security benefits, or workers' compensation benefits or (iii)
22 claims which, by law, cannot be released. All other claims are hereby released by Plaintiff.
23 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition
24 to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
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1 that Plaintiff's General Release shall be and remain effective in all respects,
2 notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff
3 further acknowledges that to the extent that he claims that he is owed any wages, interest
4 or penalties, Defendant denies such claims, and thus there is a bona fide dispute between
5 Defendant and Plaintiff as to whether Plaintiff is owed any wages, interest or penalties.
6 Plaintiff understands that his general release herein includes a release of any and all claims
7 for allegedly unpaid wages, interest or penalties.
8

9 **5.2. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes
10 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights and
11 benefits, if any, of section 1542 of the California Civil Code, which reads:

12 *A general release does not extend to claims that the creditor or releasing*
13 *party does not know or suspect to exist in his or her favor at the time of*
14 *executing the release, and that if known by him or her would have materially*
15 *affected his or her settlement with the debtor or Released Party.*
16

17 The above release expressly includes Plaintiff's individual wage and hour claims,
18 including Plaintiff's individual PAGA claim.

19 **5.3. Release by Participating Class Members.** All Participating Class Members, on behalf of
20 themselves and their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, release Released Parties from all claims pled or
22 which could have been pled in the Action and all claims asserted in the LWDA notice,
23 whether known or unknown, for violations of the California Labor Code and Business and
24 Professions Code, or are reasonably related to the allegations made at any time in this
25 Action during the Class Period, including any claims for a violation of the California Wage
26 Orders and California Labor Code, including but not limited to, California Labor Code
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sections 201-204, 210, 218, 218.5, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1102.5, 1174, 1194, 1197, 1197.1, 1198, 1199, 2698-2699.6, and 2802, California Civil Code section 3336, and Business and Professions Code sections 17200, et seq.

5.4. Release by Aggrieved Employees. All 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 during the PAGA Period that were alleged or reasonably could have been alleged, based on the facts stated in the Action and the LWDA Notice, whether known or unknown, for violations of the California Labor Code or which are reasonably related to the allegations made at any time in this Action during the PAGA Period, including any claims for a violation of the California Wage Orders and California Labor Code, including but not limited to, California Labor Code sections 201-204, 210, 218, 218.5, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1102.5, 1174, 1194, 1197, 1197.1, 1198, 1199, 2698-2699.6.

5.5. Release by Class Counsel: Class Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for fees incurred in connection with the Action and the LWDA Notice.

6. MOTION FOR PRELIMINARY APPROVAL AND FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT

6.1. The Parties agree to jointly prepare and file an application or motion for an order approving this Settlement.

6.2. Plaintiff's Responsibilities. Plaintiff, through Class Counsel, will prepare and deliver to Defense Counsel at least one week prior to filing of same such documents necessary for obtaining preliminary and final approval of this Settlement, including, to the extent

required: (i) a draft of the notice of motion and memorandum in support; (ii) a draft proposed Order Granting Preliminary Approval of the Settlement; (iii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data and Aggrieved Employee 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 Participating Class Members and Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (iv) a signed declaration from Class Counsel firm in support of the motion; and (v) a declaration signed by the named Plaintiff in support of the motion. In their Declarations, Plaintiff 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.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are responsible for jointly and expeditiously finalizing and filing the motion for preliminary approval of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion. Defense Counsel is responsible to appear in Court, either in person or remotely (at Defense Counsel’s election) to advocate in favor of the Court’s granting of the motion for an order approving this Settlement. Class Counsel is also responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for an order granting preliminary approval of this Settlement and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in

1 good faith, to resolve the disagreement. If the Court does not grant the motion for
2 preliminary or final approval of this Settlement or conditions its approval on any material
3 change to this Agreement, Class Counsel and Defense Counsel will expeditiously work
4 together on behalf of the Parties by meeting and conferring, and in good faith, to modify
5 the Agreement and otherwise satisfy the Court's concerns.
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7 **7. SETTLEMENT ADMINISTRATION**

8 **7.1. Selection of Administrator.** The Parties have jointly selected ILYM Group, Inc.
9 ("ILYM") to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees
10 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement
11 in exchange for payment of Administration Expenses. The Parties and their Counsel represent that
12 they have no interest or relationship, financial or otherwise, with the Administrator other than a
13 professional relationship arising out of prior experiences administering settlements. The
14 Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class
15 Members; conducting a National Change of Address search to update Class Members addresses before
16 mailing the Class Notice; re-mailing the Class Notices that are returned to the Class Member's new
17 address; setting up a toll-free telephone number and email and a fax number to receive
18 communications from Class Members; receiving and reviewing validity completed Requests for
19 Exclusion; providing the Parties with weekly status reports about the delivery of the Class Notice and
20 receipt of Requests for Exclusion, objections and disputes; providing copies of Requests for Exclusion
21 and objections to Class Counsel and Defense Counsel; calculating Individual Class Payments and
22 Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement;
23 issuing the tax reports required under this Agreement; posting the Class Notice on its website; and
24 otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel
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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 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.

7.4. Notice to Class Members:

- a. No later than seven (7) days after receipt of the Class Data and Aggrieved Employee Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data and Aggrieved Employee Data.
- b. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- c. Not later than seven (7) days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice

1 using any forwarding address provided by the USPS. If the USPS does not provide a
2 forwarding address, the Administrator shall conduct a Class Member Address Search,
3 and re-mail the Class Notice to the most current address obtained. The Administrator
4 has no obligation to make further attempts to locate or send Class Notice to Class
5 Members whose Class Notice is returned by the USPS a second time.
6

7 d. The deadlines for Class Members' written objections, Challenges to Workweeks and/or
8 PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen
9 (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all
10 Class Members whose notice is re-mailed. The Administrator will inform the Class
11 Member of the extended deadline with the re-mailed Class Notice. Aggrieved
12 Employees do not have the option to opt-out of the PAGA Settlement.
13

14 e. If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or
15 otherwise discovers any persons who believe they should have been included in the
16 Class Data and/or Aggrieved Employee Data and should have received Class Notice,
17 the Parties will expeditiously meet and confer in person or by telephone, and in good
18 faith in an effort to agree on whether to include them as Class Member(s) or Aggrieved
19 Employee(s). If the Parties agree, such persons will be Class Members and/or
20 Aggrieved Employees entitled to the same rights as other Class Members and/or
21 Aggrieved Employees, and the Administrator will send, via email or overnight
22 delivery, a Class Notice requiring them to exercise options under this Agreement not
23 later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the
24 Class Notice, which ever are later.
25

26 **7.5. Requests for Exclusion (Opt-Outs):**
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- 1 a. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must
2 send the Administrator, by fax, or mail, a signed written Request for Exclusion not later
3 than forty-five (45) days after the Administrator initially mails the Class Notice (plus
4 an additional fourteen (14) days for Class Members whose Class Notice is re-mailed).
5 A Request for Exclusion is a letter from a Class Member or his/her representative that
6 reasonably communicates the Class Member's election to be excluded from the
7 Settlement and includes the Class Member's name, address and telephone number. To
8 be valid, a Request for Exclusion must be timely faxed, or postmarked by the Response
9 Deadline.
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11 b. The Administrator may not reject a Request for Exclusion as invalid because it fails to
12 contain all the information specified in the Class Notice. The Administrator shall accept
13 any Request for Exclusion as valid if the Administrator can reasonably ascertain the
14 identity of the person as a Class Member and the Class Member's desire to be excluded.
15 The Administrator's determination shall be final and not appealable or otherwise
16 susceptible to challenge. If the Administrator has reason to question the authenticity of
17 a Request for Exclusion, the Administrator may demand additional proof of the Class
18 Member's identity. The Administrator's determination of authenticity shall be final and
19 not appealable or otherwise susceptible to challenge.
20
21 c. Every Class Member who does not submit a timely and valid Request for Exclusion is
22 deemed to be a Participating Class Member under this Agreement, entitled to all
23 benefits and bound by all terms and conditions of the Settlement, including the
24 Participating Class Members' Releases under this Agreement, regardless of whether
25 the Participating Class Member actually receives the Class Notice or objects to the
26 Settlement.
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1 d. Every Class Member who submits a valid and timely Request for Exclusion is a Non-
2 Participating Class Member and shall not receive an Individual Class Payment or have
3 the right to object to the class action components of the Settlement. Because future
4 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
5 Participating Class Members who are Aggrieved Employees are deemed to release the
6 claims identified in Paragraph 5 of this Agreement and are eligible for an Individual
7 PAGA Payment. If a Class Member submits both a Request for Exclusion and an
8 objection, only the Request for Exclusion will be accepted and the objection will be
9 void.
10

11 **7.6. Challenges to Calculation of Workweeks and/or Pay Periods:** Each Class Member
12 and Aggrieved Employee shall have forty-five (45) days after the Administrator initially mails the
13 Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-
14 mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class
15 Member or Aggrieved Employee in the Class Notice. The Class Member or Aggrieved Employee may
16 challenge the allocation by communicating with the Administrator via fax, or mail. The Administrator
17 must encourage the challenging Class Member or Aggrieved Employee to submit supporting
18 documentation. In the absence of any contrary documentation, the Administrator is entitled to presume
19 that the Workweeks and Pay Periods contained in the Class Notice are correct so long as they are
20 consistent with the Class Data and Aggrieved Employee Data. The Administrator's determination of
21 each Class Member and Aggrieved Employee's allocation of Workweeks and/or Pay Periods shall be
22 final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly
23 provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel
24 and Class Counsel and the Administrator's determination as to the challenges.
25
26

27 **7.7. Objections to Settlement:**
28

- 1 a. Only Participating Class Members may object to the class action components of the
2 Settlement and/or this Agreement, including contesting the fairness of the Settlement,
3 and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
4 Litigation Expenses Payment, and/or Class Representative Service Payments.
5
6 b. Participating Class Members may send written objections to the Administrator, by fax,
7 or mail not later than the Response Deadline. A Participating Class Member who elects
8 to send a written objection to the Administrator must mail or fax the objection such that
9 it is postmarked/fax-stamped not later than forty-five (45) days after the
10 Administrator's initial mailing of the Class Notice (plus an additional fourteen (14)
11 days for Class Members whose Class Notice was re-mailed). Class members may
12 object to the proposed settlement in writing or object orally at the Final Approval
13 Hearing, provided they notify the Court of their intention to appear. All written
14 objections, supporting papers, and/or notices of intent to appear at the Final Approval
15 Hearing must (a) clearly identify the case name and number, (b) be either mailed to the
16 court clerk or filed in-person, (c) be mailed to the law firms identified (d) be filed and
17 postmarked at least 30 days before the Final Approval Hearing.
18
19 c. Non-Participating Class Members have no right to object to any of the class action
20 components of the Settlement. If a Class Member submits both a Request for Exclusion
21 and an objection, only the Request for Exclusion will be accepted and the objection
22 will be void.
23

24 **7.8. Administrator Duties:** The Administrator has a duty to perform or observe all tasks to
25 be performed or observed by the Administrator contained in this Agreement or otherwise.

- 26 a. Website, Email Address and Toll-Free Number. The Administrator will establish and
27 maintain and use an internet website to post information of interest to Class Members
28

1 and Aggrieved Employees including the date, time, and location for the Final Approval
2 Hearing and copies of the Agreement, Motion for Preliminary Approval, the
3 Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for
4 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
5 Representative Service Payment, the Final Approval, and the Judgment. The
6 Administrator will also maintain and monitor an email address and a toll-free telephone
7 number to receive Class Member and Aggrieved Employee's calls, faxes and emails.
8

9 b. QSF. Establish and maintain a QSF for this Settlement.

10 c. Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly
11 review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
12 than seven (7) days after the expiration of the deadline for submitting Requests for
13 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
14 containing: (a) the names and other identifying information of Class Members who
15 have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names
16 and other identifying information of Class Members who have submitted invalid
17 Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement
18 submitted (whether valid or invalid).
19

20 d. Objections. Provide copies of any objections received by the administrator to Class
21 Counsel and Defense Counsel immediately upon receipt.
22

23 e. Workweek and/or Pay Period Challenges. The Administrator has the authority to
24 address and make final decisions consistent with the terms of this Agreement on all
25 Class Member and Aggrieved Employee challenges over the calculation of Workweeks
26 and/or Pay Periods. In the event of a discrepancy between a Class Member and/or
27 Aggrieved Employee's claims Workweeks and/or Pay Periods and the information
28

1 shown in Defendant's records, Defendant's records shall control. The Administrator's
2 decision shall be final and not appealable or otherwise susceptible to challenge.

3 f. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
4 Class Counsel and Defense Counsel that, among other things, tally the number of: Class
5 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
6 Exclusion (whether valid or invalid) received, objections received, challenges to
7 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
8 Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The
9 Weekly Reports must include provide the Administrator's assessment of the validity of
10 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
11 received.
12

13 g. Administrator's Declaration. Not later than seven (7) days before the date by which
14 Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
15 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration
16 suitable for filing in Court attesting to its due diligence and compliance with all of its
17 obligations under this Agreement, including, but not limited to, its mailing of Class
18 Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices,
19 attempts to locate Class Members and Aggrieved Employees, the total number of
20 Requests for Exclusion from Settlement it received (both valid or invalid), the number
21 of written objections and attach the Exclusion List. The Administrator will supplement
22 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
23 responsible for filing the Administrator's declaration(s) in Court.
24

25 h. Final Report by Administrator. Within ten (10) days after the Administrator disburses
26 all funds of the Gross Settlement Amount, the Administrator will provide Class
27
28

1 Counsel and Defense Counsel with a final report detailing its disbursements by
2 employee identification number only of all payments made under this Agreement. At
3 least seven (7) days before any deadline set by the Court, the Administrator will
4 prepare, and submit to Class Counsel and Defense Counsel, a signed declaration
5 suitable for filing in Court attesting to its disbursement of all payments required under
6 this Agreement. Class Counsel is responsible for filing the Administrator's declaration
7 in Court. If a second declaration attesting to the distribution of uncashed checks is
8 required, the Administrator shall provide this second declaration at least seven (7) days
9 before any deadline for a second declaration and Class Counsel shall be responsible for
10 filing the second declaration with the Court.
11

12 i. Motion for Final Approval. Unless otherwise ordered by the Court, not later than
13 sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will
14 file in Court, a motion for final approval of the Settlement that includes a request for
15 approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final
16 Approval Order and a proposed Judgment (collectively "Motion for Final Approval").
17 Plaintiffs shall provide drafts of these documents to Defense Counsel not later than
18 seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense
19 Counsel will expeditiously meet and confer and in good faith, to resolve any
20 disagreements concerning the Motion for Final Approval.
21

22 j. Response to Objections. Each Party retains the right to respond to any objection raised
23 by a Participating Class Member, including the right to file responsive documents in
24 Court no later than seven (7) days prior to the Final Approval Hearing, or as otherwise
25 ordered or accepted by the Court.
26
27
28

1 k. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
2 Approval on any material change to the Settlement (including, but not limited to, the
3 scope of release to be granted by Class Members), the Parties will expeditiously work
4 together in good faith to address the Court's concerns by revising the Agreement as
5 necessary to obtain Final Approval. The Court's decision to award less than the
6 amounts requested for Class Representative Service Payment, Class Counsel Fees
7 Payment, Class Counsel Litigation Expenses Payment, and/or Administration
8 Expenses Payment shall not constitute a material modification to the Agreement within
9 the meaning of this paragraph.
10

11 1. Denial of Final Approval or Appellate Court Orders to Vacate, Reverse, or Materially
12 Modify Judgment. In the event that the Court does not grant final approval, or if the
13 Court grants final approval and a reviewing Court vacates, reverses, or modifies the
14 Judgment in a manner that requires a material modification of this Agreement
15 (including, but not limited to, the scope of release to be granted by Class Members),
16 this Agreement shall be null and void. The Parties shall nevertheless expeditiously
17 work together in good faith to address the Court or the appellate court's concerns and
18 to obtain Final Approval and entry of Judgment. An order by the Court awarding Class
19 Representative Service Payments or any payments to Class Counsel less than the
20 amounts contemplated by this Agreement, or an appellate decision to vacate, reverse,
21 or modify the Court's award of any of the Class Representative Service Payments or
22 any payments to Class Counsel shall not constitute a material modification of the
23 Judgment within the meaning of this paragraph, as long as the Gross Settlement
24 Amount remains unchanged.
25
26

27 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**
28

8.1 Increase in the Gross Settlement Amount or Adjustment of Class/PAGA Period

Ending Date. In the event the number of workweeks worked by Class Members during the Class Period increases by more than 15% or more than 1,745 Pay Periods, Defendant shall have the option to either (a) increase the Gross Settlement Amount by the Workweeks in excess of 13,373 (11,628 +1,745) Workweeks multiplied by the Workweek Value or (b) end the Class Period on the date that the number Pay Periods worked by Aggrieved Employees reached 13,373 (11,628 +1,745) since the beginning of the Class Period. Defendant's option to end the Class Period on an earlier date pursuant to this paragraph expires ten (10) calendar days after the Settlement Administrator provides sufficient information to determine that the number of Workweeks in the Class Period exceeds 13,373. If the Settlement Administrator determines that the number of Workweeks exceeds 13,373 it shall provide this information in writing, without delay, to both Parties' counsel and shall request that Defendant make an election to either pay an additional amount, which shall be calculated as specified herein, or to have the Class Period end on the date on which 13,373 Workweeks were worked since the beginning of the Class Period. In no event shall the Class Period end at an earlier date than the date of Mediation.

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

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate

1 proceedings, the right to file motions to vacate judgment, motions for new trial,
2 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
3 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
4 Parties' obligations to perform under this Agreement will be suspended until such time as
5 the appeal is finally resolved and the Judgment becomes final, except as to matters that do
6 not affect the amount of the Net Settlement Amount.
7

8 **10. ADDITIONAL PROVISIONS**

9 **10.1. No Admission of Liability or Representative Manageability for Other Purposes.**

10 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
11 Agreement is intended or should be construed as an admission by Defendant that any of the allegations
12 in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be
13 intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.
14 The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason
15 the Court does not approve this Settlement, Defendant reserve all available defenses to the claims in
16 the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this
17 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
18 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
19 Settlement and this Agreement, or for proceedings seeking to recover on Released Claims arising
20 during the Class Period and PAGA Period).
21
22

23 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
24 Agreement together with its attached exhibits shall constitute the entire agreement between the Parties
25 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
26 inducements made to or by any Party.
27
28

1 **10.3. Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and
2 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
3 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
4 terms, and to execute any other documents reasonably required to effectuate the terms of this
5 Agreement including any amendments to this Agreement.
6

7 **10.4. Cooperation.** The Parties and their counsel will cooperate with each other and use their
8 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
9 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
10 as requested by the Court. In the event the Parties are unable to agree upon the form or content of any
11 document necessary to implement the Settlement, or on any modification of the Agreement that may
12 become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or
13 the Court for resolution.
14

15 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they have not
16 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
17 to any person or entity and portion of any liability, claim, demand, action, cause of action, or right
18 released and discharged by the Party in this Settlement.
19

20 **10.6. No Tax Advice.** Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
21 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon
22 as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
23 amended) or otherwise.
24

25 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be amended,
26 modified, changed, or waived only by an express written instrument signed by all Parties or their
27 representatives, and approved by the Court.
28

1 **10.8. Agreement Binding on Successors.** This Agreement will be binding upon, and inure
2 to the benefit of, the successors of each of the Parties.

3 **10.9. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be
4 governed by and interpreted according to the internal laws of the state of California, without regard to
5 conflict of law principles.
6

7 **10.10. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation
8 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
9 was the drafter or participated in the drafting.

10 **10.11. Confidentiality.** To the extent permitted by law, all agreements made, and orders
11 entered during Action and in this Agreement relating to the confidentiality of information shall survive
12 the execution of this Agreement.
13

14 **10.12. Use and Return of Aggrieved Employee Data.** Information provided to Class Counsel
15 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
16 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
17 connection with the Settlement, may be used only with respect to this Settlement, and no other purpose,
18 and may not be used in any way that violates any existing contractual agreement, statute, or rule of
19 court.
20

21 **10.13. Headings.** The descriptive heading of any section or paragraph of this Agreement is
22 inserted for convenience of reference only and does not constitute a part of this Agreement.

23 **10.14. Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement shall
24 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
25 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

26 **10.15. Notice.** All notices, demands or other communications between the Parties in
27 connection with this Agreement will be in writing and deemed to have been duly given as of the third
28

business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

David V. Jafari
Saul Acherman
Eli Hamblet
JAFARI LAW GROUP, INC.
2020 Main Street, Suite 350
Irvine, CA 92615

To Defendant:

Jennifer A. Kearns
Brittany M. Ranelli
DUANE MORRIS LLP
750 B Street, Suite 2900
San Diego, CA 92101-4681

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

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Lawsuit shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, the provisions of CCP section 583.330 [extending the date to bring a case to trial under CCP section 583.310] shall apply during the entire period of this settlement process.

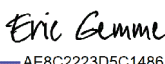
10.18. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

For Plaintiff, Thomas Gomez

Dated

Signed by:

AE8C2223D5C1486...

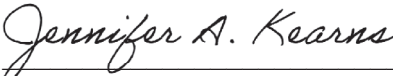
For Defendant, Lassonde Pappas and Company Inc.

Oct 3, 2025 | 9:54:43 AM PDT

Dated

David V. Jafari
Saul Acherman
Eli Hamblet
Counsel for Plaintiffs

Dated



Jennifer A. Kearns
Brittany M. Ranelli
Counsel for Defendant, Lassonde Pappas and Company, Inc.

October 15, 2025

Dated

1 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's
2 Counsel and Class Counsel, on behalf of the Parties, mutually elect in writing to proceed as if such
3 invalid, illegal, or unenforceable provision had never been included in this Agreement.

4 **IT IS SO AGREED:**

5
6 
7 Thomas Gomez (Oct 13, 2025 10:32:01 PDT)

8 _____
9 For Plaintiff, Thomas Gomez

13/10/2025

Dated

10 _____
11 For Defendant, Lassonde Pappas and Company Inc.

Dated

12 
13 _____

14 David V. Jafari
15 Saul Acherman
16 Eli Hamblet
17 Counsel for Plaintiffs

10/13/2025

Dated

18 _____
19 Jennifer A. Kearns
20 Brittany M. Ranelli
21 Counsel for Defendant, Lassonde Pappas and Company, Inc.

Dated

EXHIBIT “A”

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

***Thomas Gomez v. Lassonde Pappas and Company Inc., Superior Court of the State of
California,
County of San Bernardino-Justice Center, Case No. CIVSB2407087***

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

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

Plaintiff Thomas Gomez (“Plaintiff”) filed a lawsuit against your current or former employer Lassonde Pappas and Company Inc. (“Defendant”) alleging wage and hour violations (the “Action”). The Parties have voluntarily reached a settlement to avoid the time, expense and disruption of class action litigation. No court or jury has made any determination regarding the merits of Plaintiff’s claims, or ruled that the claim can be pursued as a class action. Plaintiff believes that the claims asserted in the Action have merit; Defendant disagrees and contends it complied with the law at all applicable times. This case involves many unresolved factual and legal issues, and the outcome is uncertain. Substantial amounts of time, energy, and other resources have been devoted by both Parties, and, but for the settlement, that situation would continue.

The purpose of this notice is to briefly describe the Action and to inform you of your rights and options in connection with this Action and the Settlement.¹ You may be eligible to receive money from the Settlement of this Action.

The proposed Settlement has two main parts: (1) a Class Settlement whereby Defendant has agreed to fund Individual Class Payments to all individuals who are or previously were employed by Defendant who were classified as non-exempt workers in the State of California at any time during the Class Period (June 6, 2020 through April 14, 2025) (“Class Members”), and (2) a PAGA Settlement whereby Defendant has agreed to fund the PAGA payments to the State of California Labor and Workforce Development Agency (“LWDA”) and to all non-exempt employees who worked for Defendant in California at any time during the PAGA Period (October 12, 2022 through April 14, 2025) (“Aggrieved Employees”). The amount that any specific employee will receive is based upon the number of work weeks or pay periods that the employee worked, as a fraction of the total number of work weeks and pay periods worked by all Class members and all Aggrieved Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your**

¹ This notice summarizes the proposed Settlement. The capitalized terms in this Settlement Notice have defined meanings that are set out in detail in the Settlement Agreement.

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.

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

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice, meaning that the Court has preliminarily determined that the settlement is fair and reasonable. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment reflecting the terms of the Settlement, under which Defendant will make payments under the Settlement and Class Members and Aggrieved Employees will give up their rights to assert certain claims against Defendant.

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for both an Individual Class Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert claims against Defendant that are covered by this Settlement.
You Can Opt-out	If you don't want to fully participate in the proposed Settlement, you

of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____.	can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will not receive an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid an Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the San Bernardino Superior Court – Justice Center, located at 247 W. 3rd Street, San Bernardino, CA 92415, in Department S33 before Judge Stephanie Tanada. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment depends on how many pay periods you worked at least one day during the PAGA Period. The number of workweeks you worked in the Class Period and number of pay periods you worked in the PAGA Period according to Defendant’s records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is this action about?

The Action claims that Defendant violated California labor laws by failing to pay minimum and overtime wages, failing to pay wages when due, failing to pay all wages upon separation, failing to provide accurate wage statements, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide required expense reimbursement, and engaging in unfair competition. Plaintiff also seeks civil penalties in a representative claim under the Private Attorneys General Act (“PAGA”). The Operative Complaint in the Action was filed on April 4, 2024.

Defendant denies all liability and maintains that it has complied with all laws at all applicable times relevant. Defendant specifically contends that it always paid all employees all wages, including minimum, overtime, and double time, at the correct rates and when due, provided all required meal and rest breaks, paid employees all required meal and rest break premiums at the correct rates, paid employees all expense reimbursements, and furnished accurate, itemized wage statements. Defendant asserts that this case should not proceed as a class action, and asserts that it did not violate the law and has no liability for any of the Class Members’ and Aggrieved Employee’s claims.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All current and former employees employed by Defendant in California and classified as non-exempt, hourly-paid employees who worked for Defendant during the Class Period (June 6, 2020 through April 14, 2025).

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits, or whether or not Plaintiff can bring these claims on behalf of anyone but himself. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (the “Settlement”) rather than continuing the expensive and time-consuming process of litigation. At mediation, Defendant denied, and continues to deny, all claims made by Plaintiff in the Action. The negotiations at mediation were successful and the parties entered into a settlement agreement. By signing a written class action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to end the Action and to enforce the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merits of any claim. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength and weaknesses of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval. By establishing the Class and issuing this notice, the Court is not suggesting that either side will win or lose this case.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Seven Hundred and Fifty Thousand Dollars (\$750,000) (“Gross Settlement Amount”) to fund the settlement of the Action and to pay the expenses associated with the case. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. If the Court grants Final Approval, the Company will fund the Gross Settlement not more than thirty (30) calendar days after the judgment becomes final, which could be the date the Court enters judgment or a later date if Participating Class Members object to the Settlement or if the judgment is appealed. Within thirty (30) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments and/or Individual PAGA Payments to Participating Class Members.

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

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$6,000 for expenses, including the expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed 33% of the Gross Settlement Amount, which presently equals \$250,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided by the Court at the Final Approval Hearing.
- **Class Representative Service Payment.** A Class Representative Service Payment in an amount not more than \$10,000 to the Plaintiff as a service award to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided by the Court at the Final Approval Hearing.
- **PAGA Penalties.** A payment of \$75,000 relating to Plaintiff’s claim under PAGA, \$56,250 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$18,750 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$18,750) by the total number of PAGA Pay Periods

worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is October 12, 2022 through April 14, 2025.

Participating Class Members have the right to object to any of these deductions from the Gross Settlement Amount at the Final Approval Hearing. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount," shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be approximately \$389,000. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's number of Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment and/or Individual PAGA Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment. If you do not inform the Administrator of an updated address, the Administrator's mailing of your settlement check to the address on file shall be deemed sufficient proof of delivery of your settlement proceeds.

Tax Matters. Thirty Percent (30%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Seventy Percent (70%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported as non-wage compensation on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Party, Class Counsel nor Defendant's Counsel make any representations concerning the tax consequences of this Settlement or your participation in it. Nothing contained in this Class Notice is intended to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

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

4. What Claims Will I Release If I Participate in the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are defined in the Agreement. They include all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are defined in the Agreement. They include all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California.

Released Parties. The Released Parties are: Defendant Lassonde Pappas and Company Inc. and each of its former and present directors, officers, shareholders, owners, members, employees attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

5. How much will my payment be?

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

Defendant's records reflect that you worked << _____ >> Workweeks during the Class Period (June 6, 2020 through April 14, 2025).

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

Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total aggregate number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and then (b) multiplying the result by each Aggrieved Employee's own number of PAGA Period Pay Periods worked.

Defendant's records reflect that you worked << _____ >> PAGA Pay Periods during the during the PAGA Period (October 12, 2022 through April 14, 2025). Based on this information your estimated Individual PAGA Payment is << _____ >>.

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

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and conferring with the Parties' counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

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

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

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

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

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email your opt out request to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the Settlement in the *Gomez v. Lassonde Pappas and Company Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Gomez v. Lassonde Pappas and Company Inc.*, Case No. CIVSB2407087. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

A Participating Class Member who disagrees with any aspect of the Agreement may wish to object to the Settlement. **The Response Deadline for sending written objections to the Administrator is _____** [forty-five (45) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax your objections to _____ or email your objections to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Gomez v. Lassonde Pappas and Company Inc.*, Case No. CIVSB2407087, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____
Email Address: _____
Mailing Address: _____
Telephone Number: _____
Fax Number: _____
Settlement Website: _____

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

Class Counsel and their contact information are as follows:

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Saul Acherman (SBN 288036)
Eli Hamblet (SBN 344767)
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Counsel for Defendant and their contact information are as follows:

Jennifer A. Kearns (SBN 125588)
Aaron T. Winn (SBN 229763)
Brittany M. Ranelli (SBN 328990)
DUANE MORRIS LLP
750 B Street, Suite 2900
San Diego, CA 92101-4681
Telephone: (619) 744 2200
Facsimile: (619) 744 2201
E-mail: jkearns@duanemorris.com
atwinn@duanemorris.com
bmraneli@duanemorris.com

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in San Bernardino Superior Court – Justice Center, located at 247

W. 3rd Street, San Bernardino, CA 92415, in Department S33 before Judge Stephanie Tanada. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid under the Settlement, including attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely using the Court Connect procedure at <https://sanbernardino.courts.ca.gov/online-services/remote-access/remote-appearances-courtroom-technology>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Internet via the Case Inquiry page for the California Superior Court for the County of San Bernardino (<https://cap.sb-court.org/search>) and entering the Case No. CIVSB2407087.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Gomez v. Lassonde Pappas and Company Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by reaching out to the Administrator by calling the Administrator at _____ or writing to *Gomez v. Lassonde Pappas and Company Inc.* Administrator, c/o _____, or examining the Court's file on the Internet via the Case Inquiry page for the California Superior Court for the County of San Bernadino (<https://cap.sb-court.org/search>) and entering the Case No. CIVSB2407087. If you wish to view the Court files in person, you do so at the San Bernardino Superior Court – Justice Center, located at 247 W. 3rd Street, San Bernardino, CA 92415.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT 2

October 12, 2023

VIA ONLINE SUBMISSION

**California Labor & Workforce
Development Agency**
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL

Lassonde Pappas and Company, Inc.
1755 E Acacia Street
Ontario, CA 91761

VIA CERTIFIED MAIL

Lassonde Pappas and Company, Inc.
1 Collins Drive, Suite 200
Carneys Point, NJ 08069

VIA CERTIFIED MAIL

LassondeTech Industries LLC
11660 Church Street, Apt 630
Ontario, CA 91761

**Re: Notice Pursuant to California Labor Code § 2699.3
Employee: Thomas Gomez**

This office represents Thomas Gomez (“Mr. Gomez”). Mr. Gomez was an employee of Lassonde Pappas and Company, Inc. (“Employer”). Pursuant to the California Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.6, “PAGA”), this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission’s Wage Order No. 1-2001 (“Wage Order”), which Employer has violated, including the facts and theories to support the violations.

Please be advised that this letter constitutes written notice required by Labor Code § 2699.3(a)(1)(A) and (c)(1)(A) and may lead to immediate action against Employer in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer. Under separate cover, our office has also sent a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, or has provided payment electronically for the required fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B).

This letter also serves as notice of Mr. Gomez’s demand for preservation and no-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Mr. Gomez’s employment and potential claims must be preserved, even without a court order. Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including “adverse inference” jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to Penal Code § 135.

We are investigating a potential class and representative action on behalf of Employer’s current and former non-exempt employees in the State of California including, but not limited to,

the following violations: failure to provide meal and rest periods to employees as required by the Wage Order §§ 11 - 12 and Labor Code §§ 226.7, 512; failure to pay employees minimum wages in violation of Labor Code §§ 1197 and 1197.1; failure to pay employees overtime wages and failure to pay all wages earned in violation of Labor Code §§ 510 and 1194 and Wage Order § 3; willful failure to pay all wages due to discharged employees in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226 and Wage Order § 7; failure to maintain required records pursuant to Labor Code § 1174; failure to reimburse all expenses in violation of Labor Code § 2802; failure to pay accrued vacation time in violation of Labor Code § 227.3; and failure to provide suitable seats in violation of Wage Order § 14.

The allegations made by Mr. Gomez on behalf of himself and all other similarly situated current and former non-exempt employees of Employer in the State of California during the four years preceding the date of this notice are based on the following facts and theories: employees were denied rest periods and meal periods, either not provided adequately or not provided at all, interrupted, and/or late; and employees were not paid proper minimum and overtime wages for all hours worked as required by California law¹. Given the minimum wage and overtime violations, rest period violations, and meal period violations and Employer's failure to compensate their employees fully, as set forth above, employees' wage statements were inaccurate and failed to comply with California law. In short, Employer's unlawful employment practices and policies have deprived their employees of earned wages and other compensation.

Mr. Gomez intends to seek penalties on behalf of himself and other current and former aggrieved employees for violations of the Labor Code which are recoverable under Labor Code § 2698 – 2699.6. Mr. Gomez is seeking penalties on behalf of the State of California of which 75% will be kept by the State while 25% will be available to aggrieved employees. This letter is sent in compliance with the reporting requirements of Labor Code § 2699.3.

Mr. Gomez's claims are as follows:

Failure to Pay Accrued Vacation Time:

Labor Code § 227.3 and the Applicable Industrial Wage Order requires that all vested vacation shall be paid to the employee as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served. Mr. Gomez and other aggrieved employees were not provided all vested vacation wages. Since Mr. Gomez and other aggrieved employees did not receive them, Employer is in violation of Labor Code § 227.3 and the Applicable Industrial Wage Order.

¹ “[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory.” Gutierrez v. California Commerce Club, Inc., (2010) 187 Cal.App.4th 969, 973.

Failure to Authorize and Permit Rest Periods and Pay Rest Premiums

Labor Code § 226.7(b) and Wage Order § 12 require employers to provide employees with ten-minute rest periods for every four hours of work. Mr. Gomez and other aggrieved employees were not allowed to take proper rest periods as Employer would either not allow them to take any or would interrupt them because Employer wanted Mr. Gomez and other aggrieved employees to help customers, thus Employer willfully required Mr. Gomez and other aggrieved employees to work during rest periods or required them not to take them at all. On most occasions, Mr. Gomez and other former and current aggrieved employees worked 12-hour shifts and were entitled to three (3) rest periods, but were entirely denied their second and third rest breaks. On many occasions due to being inundated with customers, such as they were, Mr. Gomez and other aggrieved employees were overburdened and hard-pressed to find any solace as coverage was lacking and work accumulated.

Furthermore, Labor Code § 226.7(b) requires that an employer shall not require an employee to work during a meal or rest or recovery period. Mr. Gomez and other aggrieved employees were required to work during their meal and rest periods, in violation of Labor Code § 226.7(b). In Augustus v. ABM Security Services, Inc., (2016) 2 Cal.5th 257, the California Supreme Court held that “state law requires employers to provide their employees with rest periods that are free from duties or employer control.” Even if rest periods were taken by Mr. Gomez and other current and former aggrieved employees, the rest periods would often be interrupted because they were expected to help customers. Thus, Mr. Gomez was not able to properly take or was entirely denied his rest breaks. This practice was not limited to Mr. Gomez and has affected other current and former employees. Since Mr. Gomez and other aggrieved employees were required to be on duty during rest periods or did not receive them at all, they did not receive their required rest periods free from duties or employer control and Employer therefore violated Wage Order § 12.

In addition, Labor Code § 226.7(c) requires employers to pay employees one additional hour of pay at the employee’s regular rate for each workday that a rest period is not provided. Employer did not provide such additional compensation to Mr. Gomez and other aggrieved employees and thus violated Labor Code § 226.7(c).

Failure to Authorize and Provide Meal Periods and Pay Meal Premiums

Pursuant to Labor Code § 512 and Wage Order § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided under Labor Code § 226.7(c) and Wage Order § 11.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods. Mr. Gomez and other

aggrieved employees never agreed in writing to “on duty” meal periods.

Mr. Gomez and other aggrieved employees are entitled to the protections of California Labor Code §§ 226.7 and 512 and the Wage Order § 11. Employer failed to provide their employees timely and uninterrupted half-hour meal breaks. In fact, Mr. Gomez and other aggrieved employees' meal periods were interrupted and/or missed due to lacking in proper coverage. Employer consistently failed to provide Mr. Gomez and other aggrieved employees meal breaks because Mr. Gomez and other aggrieved employees were given too much work to perform to take full uninterrupted meal breaks.

Furthermore, Labor Code § 226.7(b) says that “[a]n employer shall not require an employee to work during a meal or rest or recovery period.” However, Mr. Gomez and other aggrieved employees were required to work during their meal periods in violation of Labor Code § 226.7(b). Even if meal breaks were taken, since Mr. Gomez and other aggrieved employees were required to be “on duty” during those meal periods, they did not receive their required meal breaks free from duties or employer control, and Employer therefore also violated Wage Order § 11. For example, when Mr. Gomez and other aggrieved employees would attempt to take their meal break, he would have to help customers because there was no cover. Moreover, Mr. Gomez and other aggrieved employees regularly worked 12-hour shifts and were completely denied their second meal period to which they were entitled under Labor Code § 512 and Wage Order § 11. This practice was not only limited to Mr. Gomez but has also affected other current and former employees.

Employer further violated Labor Code § 226.7(c) and Wage Order § 11 by failing to compensate Mr. Gomez and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee's regular rate of compensation for each workday a meal period was not provided.

Failure to Pay Minimum Wages and Overtime; Failure to Pay All Wages Earned

Labor Code § 1197.1 provides that “any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by applicable state or local law ... shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203.”

Labor Code §§ 510 and 1194 and Wage Order § 3 require that “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” Under Labor Code § 500 “workday” means “any consecutive 24-hour period commencing at the same time each calendar day.”

Mr. Gomez and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order. During their

entire tenure, Employer did not allow Mr. Gomez and other aggrieved employees to take rest breaks and meal breaks properly, as Mr. Gomez and other aggrieved employees were expected to work during such breaks or were entirely denied meal and rest breaks, resulting in unpaid overtime. Crucially, Employer failed to pay the overtime premium for all hours worked overtime during this period.

As Mr. Gomez and other aggrieved employees were not compensated for these work hours Employer is in violation of Labor Code §§ 510 and 1194 and Wage Order § 3. Moreover, Employer failed to compensate Mr. Gomez and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and Wage Order by, among other things: failing to pay overtime at one- and one-half times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order § 3; requiring, suffering or permitting Mr. Gomez and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Mr. Gomez and other aggrieved employees to work through rest and meal periods but not compensating them for this time; inaccurately recording time worked by Mr. Gomez and other aggrieved employees; failing to properly maintain Mr. Gomez and other aggrieved employees' records through hours worked; failing to provide accurate itemized statements to Mr. Gomez and other aggrieved employees for each pay period; and other methods to be discovered.

In violation of California law, Employer has refused to compensate Mr. Gomez and other aggrieved employees for all wages earned and all hours worked. As such, Employer's conduct violates Labor Code §§ 510 and 1194 and Wage Order § 3.

Failure to Immediately Pay all Wages Due on Discharge

Under Labor Code §§ 201-203, employers must pay a discharged employee the wages earned and unpaid at the time of termination. The willful failure to pay wages to an employee who is discharged results in the employee's wages continuing as a penalty, at the same rate, until paid or until an action is commenced, for up to thirty days.

The final paychecks Employer provided to Mr. Gomez and other aggrieved employees did not include the overtime premium for all overtime hours worked as well as the meal and rest premiums. This practice was not limited to Mr. Gomez, but has affected other current and former employees. Employer routinely failed to pay their employees immediately upon discharging them, and was therefore in violation of Labor Code §§ 201-203.

Failure to Provide Accurate, Itemized Wage Statements

Labor Code §§ 226, 226.2 and Wage Order § 7 require employers to make, keep, and provide true, accurate, and complete employment records, including itemized wage statements. These statements are to include, among other things, total hours worked, all applicable hourly rates during the pay period, and the corresponding numbers of hours worked at each rate by the employee. However, the itemized wage statements that Mr. Gomez and other aggrieved employees received failed to record the number of regular and overtime hours actually worked as well as the meal and rest premiums to which they were entitled. This practice was not limited to Mr. Gomez and has affected other current and former aggrieved employees. Thus, Employer is in violation of Labor Code §§ 226 and 226.2 and Wage Order § 7 because the itemized statements received by

Mr. Gomez and other aggrieved employees were inaccurate.

Failure to Reimburse All Expenses

Labor Code § 2802 requires employers to indemnify employees for all expenses incurred in the course of, and as a result of, discharging their duties to their employers. Employer failed to reimburse Mr. Gomez and other aggrieved employees for all necessary expenditures incurred in the course of their duties. Employer has therefore violated Labor Code § 2802 and are liable to employees for this failure.

Failure to Provide Suitable Seating

Wage Order § 14 provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.” Employer failed to provide suitable seating when the nature of the work performed by Mr. Gomez and other current and former aggrieved employees reasonably permitted the use of seats. Employer is thus in violation of Wage Order § 14 and are liable to employees for this failure.

This notice is hereby given to Employer and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of Employer, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Mr. Gomez’s reasonable attempt to settle his dispute with Employer prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Employer of Mr. Gomez’s aforementioned grievances and the proposed remedies as detailed below, while affording Employer reasonable opportunity to meet Mr. Gomez’s demands.

Demand is hereby made that Employer shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Employer shall pay Mr. Gomez and all other similarly situated employees at any time during the past 48 months back pay and compensation for the above-referenced violations.

2. Employer shall comply with all California labor laws and ensure that non-exempt employees are paid proper overtime compensation and given required meal and rest periods.
3. Employer shall survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of rest breaks that were not authorized and permitted, and the expenditures which such employees made in the discharge of their duties, with the investigation to be completed within 60 days.
4. Employer shall pay each employee one hour of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Employer also shall pay each employee one hour of pay for each workday he or she was not provided one or more meal periods, as required by Labor Code § 226.7.
5. Employer shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.
6. Employer shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.
7. Employer shall pay all penalties arising from the Labor Code and Wage Order violations referred to above and pursuant to PAGA, including but not limited to penalties under Labor Code §§ 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199 and 2699 and the Wage Order.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Jafari Law Group, 2020 Main St., Suite 350, Irvine, California 92614. Additionally, please advise us if the Agency or Employer require additional information regarding Mr. Gomez's complaints.

Thank you for your prompt attention to this matter.

Dated: October 12, 2023

JAFARI LAW GROUP, INC.



David Jafari
Saul Acherman
Eli Hamblet
Attorneys for Thomas Gomez

EXHIBIT 3

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF ORANGE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is 2020 Main Street, Suite 350, Irvine, CA 92614, and my email is sacherman@jafarilawgroup.com.

On December 30, 2025, I served a true and correct copy of the foregoing document(s) described as:

- **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENTS;**
- **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT;**
- **DECLARATION OF SAUL ACHERMAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, EXHIBITS 1 - 3;**
- **DECLARATION OF DAVD JAFARI IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT;**
- and
- **[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT.**

on the interested parties in this action as follows:

LWDA ATTN: Human Resource Services Division,
MIC 54, Labor and Workforce Development Agency,
PO Box 826880, Sacramento, CA 94280-0001
PAGAINfo@dir.ca.gov

✓**BY SUBMISSION TO THE PAGA PORTAL**, I caused a true and correct copy of the attached document to be submitted at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 30, 2025 at Irvine, California.

/Saul Acherman/
Saul Acherman