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Attorneys for Plaintiffs

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

HECTOR MARIO GASTELUM,
GAUDENCIO BLANCO RAMOS, ANGEL
CONTRERAS LUNA, and KRISMELL
SOTO DOS SANTOS, on behalf of
themselves and all others similarly situated,

Plaintiff,

vs.

LA PLAZA MARKET LLC, a California
limited liability company; JE&E CHAVEZ
LLC, a California limited liability company;
and DOES 1–50, inclusive,

Defendants.

Case No. STK-CV-UOE-2023-0010435
[Assigned for All Purposes to the Honorable
Barbara Kronlund of Department 10D]

**DECLARATION OF LOUIS
BENOWITZ IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Information

Date: _____
Time: _____
Department: 10C
Judge: Hon. Barbara Kronlund

DECLARATION OF LOUIS M. BENOWITZ

I, LOUIS M. BENOWITZ, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California and am an attorney of record for Plaintiffs HECTOR MARIO GASTELUM, GAUDENCIO BLANCO RAMOS, ANGEL CONTRERAS LUNA, and KRISMELL SOTO DOS SANTOS (collectively, "Plaintiffs") in his lawsuit against Defendants LA PLAZA MARKET LLC, a California limited liability company; JE&E CHAVEZ LLC, a California limited liability company (collectively, "Defendants").

2. I am a member in good standing of the State Bar of California. I make this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Motion"). I make this Declaration based on my personal knowledge and if called to testify I could and would competently testify to the matters contained in this Declaration.

3. Based on my extensive experience in class and representative wage and hour litigation (as set forth herein), and for the reasons set forth in Plaintiffs' Motion and the other supporting Declarations, I believe that the settlement in this case is fair, adequate, and reasonable, and thus warrants this Court's approval.

4. Attached hereto as Exhibit 1 is a true and correct copy of the executed Joint Stipulation of Class Action and PAGA Settlement and Release.

5. Based on the information informally provided by Defendants in connection with the mediation in this case, the Class has approximately 998 employees who worked approximately 49,549 Workweeks during the Class Period and the PAGA Members consist of approximately 518 employees who worked approximately 20,962 Workweeks during the PAGA Period.

6. The Net Settlement Amount (NSA) is approximately \$390,000 after accounting for amounts being deducted from the Gross Settlement Amount (GSA), with a PAGA Member Payment of \$15,000. Based on the NSA, this results in an average pre-tax Individual Settlement Payments of \$390.78 for the 998 Class Members and average PAGA Member payments of \$28.95 for the 518 PAGA Members.

7. Defendants operate five grocery store locations in California.

8. Plaintiffs are four former hourly employees of Defendants who worked for Defendants in California during the Class Period and PAGA Period. Plaintiffs Gastelum, Ramos, and Luna filed their action on October 2, 2023 (and gave notice to the LWDA under PAGA on

that same date) and Plaintiff Dos Santos filed her action on January 12, 2024.

9. On July 12, 2024, this Court ordered the cases related.

10. Plaintiffs a consolidated First Amended Complaint (FAC). The operative FAC asserts claims for: (1) unfair competition (Bus. & Prof. Code § 17200 *et seq.*), (2) non-provision of meal and rest periods (Lab. Code § 226.7), (3) unpaid minimum and overtime wages (Lab. Code § 1194), (4) unpaid sick pay wages (Lab. Code § 246), (5) failure to indemnify (Lab. Code § 2802), (6) waiting time penalties (Lab. Code § 203), (7) wage statement penalties (Lab. Code § 226), and (8) PAGA penalties (Lab. Code § 2698 *et seq.*).

11. After obtaining sufficient informal discovery to intelligently evaluate Defendants' potential liability exposure in this action (including an approximately 20% sampling of Defendants' time and payroll records for the Class Period, Defendants' employee handbooks and applicable policies, Plaintiffs' personnel records, and relevant metrics on the number of Class Members and PAGA Members and their respective Workweeks), the parties participated in a full-day mediation session with Mark LeHocky of ADR Services, Inc.

12. This mediation took place on May 30, 2024 and, after extensive arms' length negotiations through experienced counsel, the parties agreed to the core terms of the Settlement based on a mediator's proposal. Now that the parties have finalized their proposed Settlement, they submit it to this Court for approval.

13. Plaintiffs maintain that the above-defined Class is ascertainable because its members may be identified by reference to Defendants' records and Defendants have agreed to share the relevant information from its records to facilitate the settlement process.

14. Plaintiffs also maintain that it would be impractical and economically inefficient to require each of the approximately 998 Class Members to separately maintain an individual action or be joined in this action.

15. Plaintiffs assert Defendants applied the same policies with respect to time and recordkeeping, meal and rest periods, payroll calculations, expense reimbursements, and wage payments to the Class. Notwithstanding that the Parties disagree as to whether these common questions would predominate, or could be fairly and efficiently managed, for litigation purposes, the Class is sufficiently cohesive for settlement purposes.

16. For purposes of settlement, Plaintiffs are typical of the Class. Plaintiffs, like Class Members, were subject to the same meal and rest period, timekeeping, payroll calculation, and

1 expense reimbursement policies. As a result, Plaintiffs and Class Members can allege the same
2 claims for unpaid wages, meal and rest period violations, unreimbursed expenses, and related
3 penalties and remedies based on Defendants' same general course of conduct. Moreover,
4 Defendants' primary defenses to Plaintiffs' claims—namely that all meal and rest periods were
5 provided and either taken or waived (thus barring or reducing liability), that no off-the-clock work
6 occurred because all breaks were taken (and/or that Defendants lacked actual or constructive
7 knowledge of its occurrence some or all of the time), that any phone expenses owed are minimal,
8 and that its scienter and circumstances weigh against imposing substantial penalties—apply with
equal force across the Class.

9 17. I have no conflicts of interest with the class or with the Class Representative. I am
10 not related to the representative Plaintiffs. I have not previously represented Defendants in any
11 matter. I do not represent opposing factions within the Class in that all claims are predicated upon
12 the same theories of liability and benefit all Class Members equally. In sum, I am well-suited to
13 act as Class Counsel and will continue to vigorously represent the interests of the Class.

14 18. I completed my undergraduate studies at Cornell University in Ithaca, New York,
15 where I was admitted as a Pauline and Irving Tanner Dean's Scholar and earned a Bachelor of
16 Arts degree in English in May of 2003. I completed my legal studies at Loyola Law School in
17 Los Angeles, California, where I received a Juris Doctor degree in May of 2008 and graduated in
18 the top 15% of my class. At Loyola Law School, I served as Research Editor on the Loyola of
19 Los Angeles Entertainment Law Review, was a member of the Scott Moot Court Honors Board
20 and the St. Thomas More Law Honor Society, and was a research assistant to Professor Theodore
Seto.

21 19. Since being admitted to the State Bar of California in February of 2009 after
22 passing the California Bar Examination on my first attempt, I have almost exclusively practiced
23 in the areas of civil litigation and employment law. I am a member of the California Employment
24 Lawyers Association ("CELA"), and the vast majority of my work during my time in active legal
25 practice has consisted of wage and hour and other employment law cases on behalf of employees,
26 with a few matters on behalf of employers. I currently have numerous pending employment law
27 cases at various stages of litigation, the majority of which are wage and hour class actions.

28 20. With respect to wage and hour class actions specifically, a sampling of matters in
which I have been appointed as class counsel is as follows:

1 A. *Vang v. Burlington Coat Factory Warehouse Corp., et al.*, U.S. District
2 Court, Central District of California, No. 09-CV-8061-CAS (appointed class counsel and granted
3 final approval of settlement on behalf of retail store employees in case involving, among other
4 things, alleged vacation pay forfeitures, failures to provide meal and rest periods, and failures to
5 pay overtime wages based on employee misclassification).

6 B. *Garcia v. Am. Gen. Fin. Mgmt. Corp., et al.*, U.S. District Court, Central
7 District of California, No. 09-CV-1916-DMG (appointed class counsel and granted final approval
8 of settlement on behalf of account managers in case involving, among other things, alleged
9 overtime miscalculations and meal and rest period violations).

10 C. *Cerdenia v. USA Truck, Inc.*, U.S. District Court, Central District of
11 California, Case No. 10-CV-1489-JVS (appointed class counsel and granted final approval of
12 settlement on behalf of truck drivers).

13 D. *Jones v. Shred-It, Inc.*, U.S. District Court, Central District of California,
14 Case No. 2:11-cv-00526-SVW-FFM (appointed class counsel and granted final approval of
15 settlement on behalf of customer service representatives and balers in case involving alleged off-
16 the-clock work and meal and rest period violations).

17 E. *Douglas v. California Credit Union*, Los Angeles Superior Court, Case No.
18 BC445050 (appointed class counsel and granted final approval of settlement on behalf of
19 customer service representatives for overtime miscalculation claims)

20 F. *Alvarez v. Gary Grace Enterprises, LP*, Marin Superior Court, Case No.
21 CIV 1002553 (appointed class counsel and granted final approval of settlement on behalf of hair
22 salon employees for overtime miscalculation and related claims).

23 G. *Calderon v. Greatcall, Inc.*, San Diego Superior Court, Case No. 37-2010-
24 00093743-CU-OE-CTL (appointed class counsel and granted final approval of settlement on
25 behalf of customer service employees in case involving, among other things, alleged meal and
26 rest period violations and overtime calculation errors).

27 H. *Butler v. Lexxiom, Inc.*, San Bernardino Superior Court, Case No. CIVRS
28 1001579 (appointed class counsel and granted final approval of settlement on behalf of debt
resolution center employees in case involving, among other things, alleged meal and rest period
violations and overtime calculation errors).

I. *Valencia v. SCIS Air Security Corp.*, Los Angeles Superior Court, Case

No. BC421485 (granted class certification through contested motion and appointed class counsel in case on behalf of former security workers based on late final wage payments in violation of Labor Code §§ 201–203; also granted final of proposed class action settlement on behalf of certified class).

J. *Sandoval v. Rite Aid Corp.*, Los Angeles County Superior Court, Case No. BC431249 (granted class certification through contested motion and appointed class counsel in case on behalf of former pharmacy employees based on late final wage payments in violation of Labor Code §§ 201–203; also granted final approval of class action settlement on behalf of certified class).

21. In addition to the class actions for which I am currently, or have been, an attorney of record, I have also performed work on several other wage and hour class action cases, including the preparation of liability exposure analyses and settlement approval motions. Further, both before and during law school, I worked as a law clerk for the Law Offices of Spivak and Harrison (now The Spivak Law Firm), where the majority of my work consisted of law and motion and discovery in California employment law cases.

22. Though not a traditional class action, I successfully prosecuted an eleven-day bench trial with David Spivak, one of my co-counsel in this action, in the case of *Alina Ghrdilyan, et al. v. RJ Financial, Inc., et al.*, Los Angeles Superior Court, Case No. BC430633 (2012), the Honorable Ronald Sohigian presiding. To my knowledge, this is the first and only case to be successfully prosecuted through trial in a non-class representative capacity under the Labor Code Private Attorney Generals Act of 2004, Labor Code § 2698 *et seq.* on behalf of both named plaintiffs and aggrieved employees against someone other than an employer for civil penalties including unpaid wages. The case involves claims of unpaid overtime, unprovided rest and meal periods, unpaid vacation, untimely interval and final wages, and unreimbursed expenses.

23. In addition to my experience in representing plaintiffs in class action litigation, I also represented two of the defendants the case of *Sam Jaicaman v. Mustafa Ertan Tuysuzoglu, et al.*, Los Angeles Superior Court, Case No. BC467147. In that case, a putative wage and hour class action alleging off-the-clock, meal and rest period, and related claims, I, along with counsel for other defendants, successfully opposed the plaintiff’s motion for class certification.

24. I authored and submitted an amicus curiae brief on behalf of CELA in support of the plaintiffs and the certified class in the case of *Augustus v. ABM Security Services, Inc.* at both

1 the Court of Appeal and Supreme Court levels. The ultimate decision from the Supreme Court in
2 favor of the plaintiffs incorporates much of the reasoning and arguments set forth in my briefs.

3 25. I am also one of the counsel for the plaintiff in *Troester v. Starbucks Corp.*, which
4 the California Supreme Court resolved in favor of the plaintiff. I have been involved in that case
5 at all points since its inception. In that case, the California Supreme Court decided that a de
6 minimis exception does not exist under California law as a defense to wage and hour claims
(unlike under federal law) and thus expanded the rights of employees in California.

7 26. I have been counsel for the plaintiffs in two other successful appeals in
8 employment law cases. In *Alejandro Chavez v. Southern California Edison Co.*, Court of Appeal,
9 Second Appellate District, Division Two, Case No. B253514, a male-on-male sexual harassment
10 case, my co-counsel and I obtained a reversal of a defense verdict after trial based on an erroneous
11 jury instruction with respect to the standard for establishing that workplace harassment is
12 “because of” sex. In *Valencia v. SCIS Air Security Corporation*, Court of Appeal, Second
13 Appellate District, Division One, Case No. B255199, in a published opinion, my co-counsel and
14 I obtained reversals of a denial of class certification and a grant of summary adjudication based
15 on the trial court’s drawing of an erroneous conclusion with respect to Airline Deregulation Act
16 preemption in a case centering around alleged meal and rest period violations and related unpaid
time.

17 27. I have also been a speaker on multiple occasions at conferences for the California
18 Employment Lawyers’ Association on wage and hour issues for which attendees received MCLE
19 credit. My speaking engagements have been as follows:

20 A. Rest Breaks Post-*Augustus*, *California Employment Lawyers’ Association*
21 *14th Annual Advanced Wage and Hour Seminar*, May 2018

22 B. Penalties (and Claims) You Should Be Pleading, *California Employment*
23 *Lawyers’ Association 21st Annual Advanced Wage and Hour Seminar*, April 2025

24 28. Plaintiffs are adequate class representatives. Beyond being typical of the Class,
25 Plaintiffs have no conflicts of interest with the Class and demonstrated their commitment to the
26 Class by retaining experienced counsel, assisting them in identifying the claims in this case and
27 understanding the nature of the Class, and exposing themselves to potential liabilities if the action
28 had been unsuccessful. Their counsels have also consented to an ethical division of attorneys’
fees between multiple counsel in accordance with California Rule of Professional Conduct 1.5.1.

29. I am not aware of any class, representative, or other collective action in any other court, in this, or any other jurisdiction, that asserts claims similar to those asserted in this action, on behalf of the class or group of individuals, some or all of whom would also be members of the class to find in this action. I have made a reasonable inquiry of the other members of my law firm to determine whether they are aware of any such similar actions. Based on these inquiries, I am aware of no such similar actions.

30. Plaintiffs further contend that a class action is also superior to other means adjudicating the issues in this action. The predominance of common legal and factual questions shows that this Court could fairly adjudicate the claims of Class Members through a single class action. In view of the *theoretical* alternatives that proposed class members could potentially utilize—representative PAGA action (where there is less relief available), individual civil lawsuits or wage claims through the Division of Labor Standards Enforcement (where there would be relatively little money at stake, but the claims would be time-consuming to litigate)—a class action is plainly superior to all of them.

31. The Settlement resulted from thorough, arms' length, negotiations between experienced counsel with the assistance of a respected mediator after sufficient discovery was exchanged to assess the relative strengths and weaknesses of their respective cases and Defendant's estimated potential exposure.

32. Below are summaries from spreadsheets I prepared for purposes of mediation with the assistance of a data expert that I used to approximate Defendants' potential liability exposure in this action and the key data points used:

Key Data Points

• Total Workweeks Class Period, 10/2/2019 – 4/21/2024:	49,549
• Total Employees Class Period, 10/2/2019 – 4/21/2024:	998
• Total Current Employees Class Period, 10/2/2019 – 4/21/2024:	249
• Total Former Employees 3-Year Period, 10/2/2020 – 4/21/2024:	626
• Total Pay Periods (Weekly) PAGA Period, 10/2/2022 – 4/21/2024:	20,962
• Total Employees PAGA Period, 10/2/2022 – 4/21/2024:	518
• Total Current Employees PAGA Period, 10/2/2022 – 4/21/2024:	249
• Total Former Employees PAGA Period, 10/2/2022 – 4/21/2024:	269

Timesheet Analysis

Sample Size	213
The time period covered by the sample	2-Oct-19
Total Workdays analysed	55,156
Workdays that qualify for a rest period (>03.5 hrs)	54,593
Workdays that qualify for a meal period (>05.0 hrs)	50,724
Workdays that qualify for an unwaivable meal period (>06.0 hrs)	44,599
Workdays that qualify for two rest periods (>07.5 hrs)	19,830
Workdays that qualify for daily overtime pay (>08.0 hrs)	9,957
Workdays that qualify for two meal periods and three rest periods (>10.0 hrs)	517
Workdays that qualify for two unwaivable meal periods and three rest periods (>12.0 hrs)	41

Average Number of Hours per Shift	6.97
Total # of Workweeks	10,675
Average Number of Shifts per Workweek	5.17
Average Number of Hours per Workweek	36.03
Number of Pay Periods Analyzed (weekly pay periods)	282
Average Rate of Pay (calculated from pay records)	\$ 17.72

WAIVABLE MEAL VIOLATIONS

Workdays that qualify for a meal period and have no meal period (>05.0 hrs + 0 meal)	1,106
Workdays that qualify for a meal period and have a late meal period (>05.0 hrs + late meal)	629
Workdays that qualify for a meal period and have a short meal period (>05.0 hrs + <30 meal)	1,827
Workdays that qualify for a meal period and have a late, short or no meal period (>05.0 hrs + 0,late, or <30 meal)	3,562
Workdays that qualify for two meal periods and have no or one meal period (>10.0 hrs + 0 or 1 meal)	389

Workdays that qualify for two meal periods and have at least one late meal period (>10.0 hrs + late meal)	7
Workdays that qualify for two meal periods and have at least one short meal period (>10.0 hrs + <30 meal)	7
Workdays that qualify for at least two meal periods and have at least one late, short or less than 2 meal periods (>10.0 hrs + 0 or 1, late, or <30 meal)	403
Workday that qualify for one or two meal periods that have one or more meal period violations	3,771
Percentage of all Workdays	6.84%

UNWAIVABLE MEAL VIOLATIONS

Workdays that qualify for an unwaivable meal period and have no meal period (>06.0 hrs + 0 meal)	394
Workdays that qualify for an unwaivable meal period and have a late meal period (>06.0 hrs + late meal)	621
Workdays that qualify for a unwaivable meal period and have a short meal period (>06.0 hrs + <30 meal)	1,697
Workdays that qualify for an unwaivable meal period and have a late, short or no meal period (>06.0 hrs + 0,late, or <30 meal)	2,712
Workdays that qualify for two unwaivable meal periods and have no or one meal period (>12.0 hrs + 0 or 1 meal)	36
Workdays that qualify for two unwaivable meal periods and have at least one late meal period (>12.0 hrs + late meal)	0
Workdays that qualify for two unwaivable meal periods and have at least one short meal period (>12.0 hrs + <30 meal)	1
Workdays that qualify for at least two unwaivable meal periods and have at least one late, short or less than 2 meal periods (>12.0 hrs + 0 or 1, late, or <30 meal)	37
Workday that qualify for one or two unwaivable meal periods that have one or more meal period violations	2,636
Percentage of all Workdays	4.78%

General Exposure Summary

This summary assumes 50% violation rates for meal and rest periods. As the above data shows, this assumes that there are widespread violations beyond what Defendants' data shows and that the data is inaccurate (resulting in a significant multiplier of violations beyond what it shows). This would be a significantly more difficult claim to certify than the data-driven claim and it is realistic to value Defendants' likely exposure on this set of claims as being closer to the data-driven number than to the number one arrives at by assuming the data to be inaccurate.

<u>Claim</u>	<u>Exposure</u>
Meal Periods	\$1,975,735.70
Rest Periods	\$2,418,469.90
Waiting Time Penalties	\$2,319,487.75
Wage Statement Penalties	\$996,000.00
<i>Total Non-PAGA Exposure:</i>	<i>\$7,709,693.35</i>
PAGA Penalties:	\$9,459,800.00
<u>Total Exposure:</u>	<u>\$17,169,493.35</u>

PAGA Exposure

Please note that all of the violations assume the initial penalty amounts under the statute, that there are approximately 518 PAGA-eligible employees (249 current, 269 former), and approximately 20,962 pay periods per Defendants' data.

<u>Violation</u>	<u>Exposure</u>
Labor Code §§ 201-203	\$26,900.00
Labor Code § 204	\$2,096,200.00
Labor Code § 226	\$2,096,200.00
Labor Code § 226.7	\$2,096,200.00
Labor Code § 512	\$1,048,100.00
Labor Code § 2802	\$2,096,200.00
<u>Totals</u>	<u>\$9,459,800.00</u>

33. As the above data show, the overwhelming majority of Defendants' potential liability exposure outside of PAGA penalties consists of meal and rest period premiums. While Plaintiffs contend that the meal and rest period claims would be certified based on *Donohue v. AMN Servs., LLC* (2021) 11 Cal. 5th 58 based on Defendants' failures to pay premium wages for break violations (resulting in presumptive liability), Defendants had facially compliant break policies and their sample time records only showed a meal period violation rate of approximately 6.84%. If limited to the meal period violations based on the time records (as opposed to a broader of break liability based on Defendants' claimed practices where break violations were far more

prevalent than the records indicate), Defendants’ meal and rest period exposure would be far narrower than anticipated even if the claim were certified. Similarly, while Defendants’ liability for unpaid overtime and sick pay based on calculation errors is clear, the claim results in a very small amount of actual unpaid wages. Further, Plaintiffs may have encountered problems with class certification on their unreimbursed expenses claim (along with a very small amount of damages being attributable to that claim) because grocery store workers are not constantly using their personal cell phones for work purposes and are already paying for their personal cellular telephones. In sum, all of Plaintiffs’ underlying non-penalty claims in this case are potentially very modest in size when realistically compared to Defendants’ maximum theoretical exposure.

34. In turn, the overwhelming majority of Defendants’ liability exposure in this case takes the form of statutory and civil penalties under Labor Code §§ 203, 226(e), and PAGA. Because the claims under §§ 203 and 226 are wholly derivative, the recent California Supreme Court decision in *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056 (*Naranjo*) presents tremendous risk because it shows a judicial sensitivity from California appellate courts to imposing substantial derivative liability over potentially innocent payroll errors. Without these penalties, there is a very strong likelihood that Class Members would be left with very modest underlying wage and expense reimbursement claims.

35. Moreover, there is a strong likelihood that any PAGA award would be modest. Plaintiffs are aware of only two significant awards under the PAGA in contested proceedings, both issued by federal district courts before recent amendments to the PAGA narrowing the scope of employer liability exposure (which, while not retroactive, could guide a court in its exercise of discretion under PAGA and result in a very modest award). PAGA penalty awards are often small even for egregious, intentional violations of the Labor Code.¹ *Id.* For instance, on October 24, 2017, the Los Angeles Superior Court awarded a prevailing PAGA plaintiff, represented by very experienced counsel, civil penalties totaling only \$50.00. *Shields v. Security Paving Company, Inc.*, LA Superior Court case no. BC492828. Further, in *Carrington v. Starbucks Corp.* (2018) 30

¹ In 2012, Mr. Benowitz tried *Ghrdilyan v. RJ Financial, Inc.*, Los Angeles Superior Court case number BC430633. In *Ghrdilyan*, the employer underpaid commission overtime wages. The plaintiff sought in excess of \$9 million in civil penalties under the PAGA. After a bench trial, the Honorable Judge Ronald M. Sohigian awarded approximately \$325,000 in civil penalties under the PAGA.

1 Cal.App.5th 504, 529, the Court of Appeal affirmed judgment which provided for a PAGA
2 penalty of only \$5 per pay period for the defendant's meal period violations. A similar result
3 could occur here.

4 36. As required under Labor Code § 2699(1)(2), Plaintiff will provide notice of this
5 settlement to the LWDA with the filing and service of this motion.

6 37. Attached hereto as Exhibit 2 is a true and correct copy of the confirmation email I
7 received from the LWDA upon submitting a draft of this Motion complete with the executed
8 Settlement to the LWDA.

9 38. After careful consideration of all relevant factors, including the merits of the
10 claims, the likelihood of prevailing at certification, and the risks and expense of protracted
11 litigation, Plaintiffs and their counsel agreed, with valuable input from an experienced mediator,
12 to settle all claims on a class-wide basis in exchange for payment of \$795,000, or for
13 approximately 41.2% of Defendants' realistic estimated exposure of \$1,927,423, when
14 discounted by the risks of continued litigation, which Plaintiffs' counsel, on balance, believes is
15 approximately 25% of the maximum possible theoretical exposure (25% of \$7,709,693.35),
16 exclusive of PAGA penalties (which are subject to potential reduction for numerous potential
17 reasons as explained herein).

18 39. The Class Representative Enhancement Payments are fair and reasonable
19 compensation for Plaintiffs' efforts in pursuing the action, serving as private attorneys general
20 under PAGA, assisting counsel with the litigation and settlement, regularly conferring with
21 counsel on the status of the case and the strategies for prosecuting the claims, and reviewing the
22 proposed settlement to ensure that its terms are fair and provide adequate relief for the Class.
23 Plaintiffs will file a formal motion for the negotiated Class Representative Enhancement
24 Payments once preliminary approval of the Settlement is granted. Plaintiff respectfully submit
25 that the above showing is sufficient for preliminary approval of the negotiated Class
26 Representative Enhancement Payments.

27 40. Plaintiffs' counsel will request a payment of fees in an amount totaling \$265,000,
28 which equals one-third of the GSA, for the time spent litigating this matter. Class Counsel will
also seek payment of up to \$30,000 for litigation costs incurred. The requested fee is a fair
compensation for undertaking complex, risky, expensive, and time-consuming litigation on a
contingent fee basis, especially in light of the substantial benefits achieved by Plaintiffs' counsels

1 on behalf of the Class.

2
3 41. I believe that the Settlement is fair, adequate, and reasonable. The Settlement
4 provides substantial monetary benefits to Class Members and is a product of diligent efforts of
5 Class Counsel to obtain the best possible result for the Class Members. This Settlement was
6 reached following thorough legal and factual research and analysis, thorough review of extensive
7 data relative to the claims in the action, arduous settlement negotiations, and thorough
8 investigation of the underlying facts by the respective parties and review of records. The
9 settlement negotiations were, at all times, adversarial and non-collusive in nature. The proposed
10 Settlement is within the range of reasonableness, and Class Members have supported the
11 Settlement.

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

14 Executed on November 6, 2025 at Manhattan Beach, California.

15 _____
16 LOUIS M. BENOWITZ,
17 Declarant
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EXHIBIT 1

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

HECTOR MARIO GASTELUM,
GUADENCIO BLANCO RAMOS, ANGEL
CONTRERAS LUNA, AND KRISMELL
SOTO DOS SANTOS, on behalf of themselves
and all others similarly situated,

Plaintiffs,

vs.

LA PLAZA MARKET LLC, a California
limited liability company; JE&E CHAVEZ
LLC, a California limited liability company;
and DOES 1–50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-0010435

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

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Hector Mario Gastelum, Guadencio Blanco Ramos, Angel Contreras Luna, and Krismell Soto Dos Santos (collectively, the “Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and Defendants La Plaza Market, LLC and JE&E Chavez, LLC (together, the “Defendants”) (Plaintiffs and Defendants are collectively referred to as the “Parties”).

DEFINITIONS

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

1. “Actions” means *Gastelum v. La Plaza Market LLC*, No. STK-CV-UOE-2023-0010435 (San Joaquin County Superior Court) (“Gastelum Action”); and *Soto Dos Santos v. La Plaza Market, LLC*, No. STK-CV-UEO-2024-0000422 (San Joaquin County Superior Court) (“Soto Action”).

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Actions. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or Two Hundred Sixty-Five Thousand Dollars (\$265,000) if the Gross Settlement Amount remains \$795,000. The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Actions, up to Thirty Thousand Dollars (\$30,000), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Class” means all current and former non-exempt, hourly-paid employees of Defendants in California at any time during the period from October 2, 2019 through May 30, 2024.

4. “Class Counsel” means Benowitz Law Corporation; Capstone Law APC; and Lawyers for Justice, PC.

5. “Class List” means a complete list of all Class Members’ identifying information and data that Defendants will diligently and in good faith compile from their records and provide to the Settlement

Administrator and Class Counsel within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel and will include each Class Member's full name; most recent mailing address and telephone number; Social Security number; dates of employment; the respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period; and any other relevant information needed to calculate settlement payments.

6. "Class Member(s)" means a member of the Class.

7. "Class Notice" means the Notice of Class Action Settlement, providing: (a) information regarding the nature of the Actions; (b) a summary of the Settlement's principal terms; (c) the Class and PAGA Member definitions; (d) the total number of Workweeks each respective Class Member and PAGA Member worked for Defendants during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Class Payment and Individual PAGA Payment, and the formula for calculating each; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions, Notices of Objection, or disputes concerning the number of Workweeks credited to a Class Member to the Settlement Administrator; and (i) the claims to be released. The Class Notice will be mailed to Class Members in English and Spanish substantially in the form, and without material variation, as the Class Notice attached as **Exhibit A** and incorporated by reference into this Agreement.

8. "Class Period" means the period from October 2, 2019 through May 30, 2024.

9. "Class Representative Enhancement Payments" means the amounts to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class Members, and in the case of Hector Mario Gastelum, Guadencio Blanco Ramos, and Krismell Soto Dos Santos, for a general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Class Representative Enhancement Payments of up to Ten Thousand Dollars (\$10,000), each.

10. "Class Settlement" means the settlement and resolution of the Released Class Claims.

11. "Court" means the San Joaquin County Superior Court.

12. “Defendants” means Defendants La Plaza Market, LLC and JE&E Chavez, LLC.

13. “Effective Date” means the later of: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

14. “Final Approval” means the date on which the Court enters an order granting final approval of the Settlement Agreement.

15. “Gross Settlement Amount” means the Gross Settlement Amount of Seven Hundred Ninety-Five Thousand Dollars (\$795,000), to be paid by Defendants in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiffs and Defendants based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendants be liable for more than the Gross Settlement Amount except as otherwise provided in Paragraph 51. There will be no reversion of the Gross Settlement Amount to Defendants. Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

16. “Individual Class Payment” means the net payment of each Participating Class Member’s Individual Settlement Share, after reduction for the employee’s share of payroll taxes and withholdings with respect to the Wages Portion of the Individual Settlement Share, as provided in Paragraph 44(a) herein.

17. “Individual Class Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in accordance with Paragraph 44(a) herein, which is inclusive of employee’s share of taxes and withholdings with respect to the Wages Portion of the Settlement.

18. “Individual PAGA Payment” means the *pro rata* share of the Aggrieved Employees’

Payment that an Aggrieved Employee will be eligible to receive under the PAGA Settlement (as defined below), to be calculated in accordance with Paragraph 44(b).

19. “Judgment” means the judgment entered by the Court based upon the order granting final approval of the Settlement.

20. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Amount will be distributed to Participating Class Members. There will be no reversion of the Net Settlement Amount to Defendants.

21. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the case name and number of the Actions; (b) the objector’s full name, signature, address, and telephone number, (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; and (e) a statement whether the objector intends to appear at the final fairness hearing. Notices of Objection must be submitted by mail to the Settlement Administrator at the specified address, faxed or postmarked on or before the Response Deadline.

22. “PAGA” means the California Private Attorneys General Act (Labor Code §§ 2698. *et seq.*). Unless otherwise specified, all citations and references to PAGA are to the version of statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Actions and this Settlement (as defined below) pursuant to California Labor Code section 2699, subd. (v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024.

23. “PAGA Notices” means Plaintiff Hector Mario Gastelum, Guadencio Blanco Ramos, and Angel Contreras Luna’s letter, submitted on October 2, 2023 to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a); and Plaintiff Krismell J. Soto Dos Santos’s letter, submitted on November 7, 2023 to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

24. “PAGA Members” means all current and former non-exempt, hourly-paid employees of

Defendants in California at any time during the period from October 2, 2022 through May 30, 2024.

25. “PAGA Period” means the period from October 2, 2022 through May 30, 2024.

26. “PAGA Settlement Amount” means the amount that Defendant has agreed to pay to the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in exchange for the settlement and resolution of the Released PAGA Claims (“PAGA Settlement”). The Parties have agreed that Sixty Thousand Dollars (\$60,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five Percent (75%), or Forty-Five Thousand Dollars (\$45,000), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency (“LWDA Payment”), and Twenty-Five Percent (25%), or Fifteen Thousand Dollars (\$15,000) (“PAGA Member Payment”), of the PAGA Settlement will be disbursed to PAGA Members, and regardless whether they request to be excluded from the Settlement Class.

27. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion.

28. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

29. “Released Class Claims” means the claims being released as described in Paragraph 54 below.

30. “Released PAGA Claims” means the claims being released as described in Paragraph 55 below.

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

32. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Class. The Request for Exclusion must: (a) contain the case name and number of the Actions; (b) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned to the Settlement Administrator; (e) clearly state that the Class Member does not wish to be

1 included in the Settlement; and (f) be faxed or postmarked on or before the Response Deadline.

2 33. "Response Deadline" means the deadline by which Class Members must postmark or fax
3 to the Settlement Administrator any Requests for Exclusions, disputes concerning the number of
4 Workweeks credited to them, or Notices of Objections. The Response Deadline will be forty-five (45)
5 calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the forty-
6 fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be
7 extended to the next day on which the U.S. Postal Service is open. Class Members to whom Class Notices
8 are resent after having been returned undeliverable to the Administrator shall have either (a) an additional
9 fifteen (15) calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for
10 Exclusion or an objection to the Settlement.

11 34. "Settlement Administration Costs" means the costs payable from the Gross Settlement
12 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
13 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
14 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
15 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,
16 any such costs in excess of the amount represented by the Settlement Administrator as being the maximum
17 costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately
18 One Thousand (1,000) Class Members, the Settlement Administration Costs are currently estimated to be
19 Ten Thousand Dollars (\$10,000).

20 35. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action
21 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
22 administering this Settlement. The Parties each represent that they do not have any financial interest in the
23 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could
24 create a conflict of interest.

25 36. "Workweeks" means the number of days of employment for each Class Member during
26 the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to
27 the nearest whole number. All Class Members will be credited with at least one Workweek during the
28 Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA

1 Period.

2 **TERMS OF AGREEMENT**

3 The Plaintiffs, on behalf of themselves, the Class, and the State of California, and Defendants
4 agree as follows:

5 37. First Amended Complaint. As a condition of settlement, Plaintiffs will file a First
6 Amended Complaint ("FAC") in the Gastelum Action to conform the pleadings with the scope of the
7 Released Class Claims and Released PAGA Claims, and to add Krismell Soto Dos Santos as a named
8 Plaintiff. Defendants will not be required to file an answer or other responsive pleading to the FAC. If, for
9 any reason, the Court does not approve of the Settlement, or if the Settlement does not become final for
10 any reason, then the FAC will be deemed withdrawn and the Complaint will again become the operative
11 complaint without prejudice to Plaintiffs' right to seek leave to file another amended complaint and without
12 prejudice to Defendants' rights to object and/or challenge an amended pleading. Defendants do not
13 impliedly or expressly waive any arguments or defenses to the FAC.

14 38. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of the
15 Gross Settlement Amount of Seven Hundred Ninety-Five Thousand Dollars (\$795,000) into a Qualified
16 Settlement Account to be established by the Settlement Administrator. Defendants will pay the employer's
17 share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for:
18 (a) Individual Class Payments; (b) the LWDA Payment; (c) the PAGA Member Payment; (d) the Class
19 Representative Enhancement Payments; (e) Attorneys' Fees and Costs; and (f) Settlement Administration
20 Costs. Defendants will deposit the Gross Settlement Amount and the employer's share of payroll taxes
21 within twenty-one (21) calendar days of the Effective Date ("Funding Date").

22 39. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or
23 motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than one-
24 third (1/3) of the Gross Settlement Amount, or Two Hundred Sixty-Five Thousand Dollars (\$265,000) if
25 the Gross Settlement Amount remains \$795,000, plus the reimbursement of all out-of-pocket costs and
26 expenses associated with Class Counsel's litigation and settlement of the Actions, not to exceed Thirty
27 Thousand Dollars (\$30,000), both of which will be paid from the Gross Settlement Amount.

28 40. Class Representative Enhancement Payments. Defendants agree not to oppose or impede

any application or motion for Class Representative Enhancement Payments of up to Ten Thousand Dollars (\$10,000) to each Plaintiff. The Class Representative Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to Plaintiffs' Individual Class Payments and Individual PAGA Payments (if applicable) paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payments. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement Payments sought by Plaintiffs is not ultimately awarded by the Court.

41. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be Ten Thousand Dollars (\$10,000). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

42. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Sixty Thousand Dollars (\$60,000) from the Gross Settlement Amount will be designated for satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Forty-Five Thousand Dollars (\$45,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Fifteen Thousand Dollars (\$15,000), will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

43. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Member Payment. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

44. Net Settlement Amount. The entire Net Settlement Amount will be distributed to

1 Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained by
2 Defendants.

3 45. PAGA Member Payment. The entire PAGA Member Payment will be distributed to all
4 PAGA Members. No portion of the PAGA Member Payment will revert to or be retained by Defendants.

5 46. Individual Settlement Payment Calculations. Individual Class Payments and Individual
6 PAGA Payments will be calculated and apportioned from the Net Settlement Amount and PAGA Member
7 Payment based on the number of Workweeks a Class Member worked during the Class Period and PAGA
8 Period (if applicable). Specific calculations of Individual Class Payments and Individual PAGA Payments
9 will be made as follows:

10 46(a) Payments from the Net Settlement Amount. Defendants will calculate the
11 total number of Workweeks worked by each Class Member during the Class
12 Period and the aggregate total number of Workweeks worked by all Class
13 Members during the Class Period. To determine each Class Member's
14 estimated "Individual Class Share" from the Net Settlement Amount, the
15 Settlement Administrator will use the following formula: The Net Settlement
16 Amount will be divided by the aggregate total number of Workweeks during
17 the Class Period, resulting in the "Workweek Value." Each Class Member's
18 "Individual Class Share" will be calculated by multiplying each individual
19 Class Member's total number of Workweeks by the Workweek Value. The
20 Individual Class Share will be reduced by any required deductions for each
21 Participating Class Member as specifically set forth herein, including
22 employee-side tax withholdings or deductions (i.e., Individual Class
23 Payment). The entire Net Settlement Amount will be disbursed to all Class
24 Members who do not submit timely and valid Requests for Exclusion. If there
25 are any valid and timely Requests for Exclusion, the Settlement Administrator
26 shall proportionately increase the Individual Class Payment for each
27 Participating Class Member according to the number of Workweeks worked,
28 so that the amount actually distributed to the Participating Class Members

1 equals 100% of the Net Settlement Amount.

2 46(b) Payments from the PAGA Member Payment. Defendants will calculate the
3 total number of Workweeks worked by each PAGA Member during the
4 PAGA Period and the aggregate total number of Workweeks worked by all
5 PAGA Members during the PAGA Period. To determine each PAGA
6 Member's estimated "Individual PAGA Payment," the Settlement
7 Administrator will use the following formula: The PAGA Member Payment
8 will be divided by the aggregate total number of Workweeks during the
9 PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA
10 Member's "Individual PAGA Payment" will be calculated by multiplying
11 each individual PAGA Member's total number of Workweeks by the PAGA
12 Workweek Value. The entire PAGA Member Payment will be disbursed to
13 all PAGA Members.

14 47. No Credit Toward Benefit Plans. The Individual Class Payments made to Participating
15 Class Members under this Settlement, as well as any other payments made pursuant to this Settlement,
16 will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members
17 may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase
18 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
19 intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any
20 Class Members may be entitled under any benefit plans.

21 48. Administration Process. The Parties agree to cooperate in the administration of the
22 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
23 administration of the Settlement.

24 49. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary Approval,
25 Defendants will provide the Class List to the Settlement Administrator and to Class Counsel.

26 50. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
27 List from Defendants, the Settlement Administrator will mail a Class Notice to all Class Members via
28 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

1 51. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the
2 Settlement Administrator will perform a search based on the National Change of Address Database for
3 information to update and correct for any known or identifiable address changes. Any Class Notices
4 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be
5 sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
6 Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is
7 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
8 skip-trace, or other search using the name, address and/or Social Security Number of the Class Member
9 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class
10 Notice, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days or
11 (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to
12 the Settlement.

13 52. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will
14 provide: (a) information regarding the nature of the Actions; (b) a summary of the Settlement's principal
15 terms; (c) the Class and PAGA Member definitions; (d) the total number of Workweeks each respective
16 Class Member and PAGA Member worked for Defendants during the Class Period and PAGA Period;
17 (e) each Class Member's and PAGA Member's estimated Individual Class Payment and Individual
18 PAGA Payment, and the formula for calculating each; (f) the dates which comprise the Class Period and
19 PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the
20 deadlines by which the Class Member must postmark or fax Request for Exclusions, Notices of Objection,
21 or disputes concerning the number of Workweeks credited to a Class Member to the Settlement
22 Administrator; and (i) the claims to be released.

23 53. Disputed Information on Class Notices. On or before the Response Deadline, each Class
24 Member may challenge the number of Workweeks credited to the Class Member in their respective Class
25 Notice. The Class Member may challenge the allocation by submitting a written dispute that: (a) contains
26 the case name and number of the Actions; (b) contains the Class Member's full name, address, telephone
27 number, signature, and last four digits of his or her Social Security number; (c) contains a statement setting
28 forth the number of Workweeks during the Class Period and PAGA Period (if any) that he or she contends

1 is correct and attaches any relevant documentation in support thereof; and (d) is submitted to the Settlement
2 Administrator by mail, postmarked or faxed no later than the Response Deadline. In the absence of any
3 contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks
4 contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement
5 Administrator's determination of each Class Member's allocation of Workweeks shall be final and not
6 appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly, and no
7 later than ten (10) calendar days of receipt of a dispute regarding Workweeks, provide copies of all
8 challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's
9 determination regarding the challenges.

10 54. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
11 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
12 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
13 receiving the defective submission to advise the Class Member that his/her/their submission is defective
14 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
15 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever
16 date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not
17 postmarked or received by fax within that period, it will be deemed untimely.

18 55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
19 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
20 Administrator within the Response Deadline. The Request for Exclusion must: (a) contain the case name
21 and number of the Actions; (b) set forth the name, address, telephone number and last four digits of the
22 Social Security Number of the Class Member requesting exclusion; (c) be signed by the Class Member;
23 (d) be returned to the Settlement Administrator; and (e) clearly state that the Class Member does not
24 wish to be included in the Settlement. In the case of Requests for Exclusion that are mailed to the
25 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
26 for Exclusion has been timely submitted.

27 56. Escalator. Defendants estimate that Class Members worked an aggregate total of Forty-
28 Nine Thousand Five Hundred Forty-Nine Dollars (49,549) Workweeks during the Class Period. If the

1 actual number of Workweeks worked by Class Members during the Class Period is greater than Fifty-Six
2 Thousand Nine Hundred Eighty-One (56,981), then the Gross Settlement Amount will be increased by
3 the percentage that the actual number of Workweeks exceeds Fifty-Six Thousand Nine Hundred Eighty-
4 One (56,981).

5 57. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
6 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request
7 for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as
8 well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

9 58. Released Class Claims by Participating Class Members. Upon the Effective Date and full
10 funding of the Total Settlement Amount and all employer payroll taxes owed on the Individual Class
11 Payments, Plaintiffs and Class Members who do not submit a timely and valid Request for Exclusion (i.e.,
12 Participating Class Members) will be deemed to have fully, finally, and forever released settled,
13 compromised, relinquished, and discharged all Released Parties from all claims under state, federal, or
14 local law, arising during the Class Release Period out of the claims expressly pleaded in the Actions and
15 all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other
16 provisions of law, that could have been asserted based on the facts pleaded in the Actions for: (1) failure
17 to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay
18 meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay
19 rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code
20 Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure
21 to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate,
22 itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under
23 Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802;
24 and (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200,
25 *et seq.*, based on the aforementioned. Participating Class Members do not release any other claims,
26 including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
27 Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts
28 occurring outside the Class Period.

59. Released PAGA Claims by the LWDA. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, and the State of California will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims for civil penalties under the California Private Attorneys General Act, California Labor Code section 2698, *et seq.*, pled or which could have been pled against Released Parties based on the factual allegations described in the PAGA Notices and only to the extent that they are expressly pleaded in the Actions, including but not limited to violations of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including inter alia, Wage Orders 4-2001, and 7-2001 arising during the PAGA Period as to the Aggrieved Employees (“Released PAGA Claims”). The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

60. Defendants’ Right to Rescind. Defendants will have, in their sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, Five Percent (5%) or more of Class Members opt out of the settlement. Defendants must exercise this right of rescission in writing to Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to rescind is exercised, then Defendants will be solely responsible for all Settlement Administration Costs incurred to the date of rescission.

61. Objection Procedures. Only Participating Class Members may object to the Class Settlement and/or this Agreement. To object to the Settlement Agreement, a Participating Class Member may either postmark or fax a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. A Notice of Objection must include: (a) the case name and number of the Actions; (b) the objector’s full name, signature, address, and telephone number, (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; and (e) a statement whether the objector intends to appear at the final fairness hearing. Participating Class Members who fail to object either by submitting a valid Notice of Objection or

1 appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the
2 Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the
3 Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise
4 encourage Class Members to submit written objections to the Settlement Agreement or appeal from the
5 final approval order and judgment. Class Counsel will not represent any Participating Class Members with
6 respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of
7 Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered
8 valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound
9 by the Settlement.

10 62. Certification Reports Regarding Individual Settlement Payment Calculations. The
11 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
12 certifies the number of Class Members who have submitted valid Requests for Exclusion, or Notice of
13 Objections to the Settlement, and whether any Class Member has submitted a challenge to any information
14 contained in their Class Notice, including those received after the Response Deadline. Additionally, the
15 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
16 administration of the Settlement Agreement as needed or requested.

17 63. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of
18 the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members
19 and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and (d) Class
20 Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services
21 performed in connection with the Settlement.

22 64. Un-cashed Settlement Checks. Proceeds represented by Individual Settlement Payment
23 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more
24 than one hundred and eighty (180) calendar days after issuance will be tendered pursuant to Code of Civil
25 Procedure section 384 to The Justice Gap Fund maintained by The State Bar of California.

26 65. Certification of Completion. Upon completion of administration of the Settlement, the
27 Settlement Administrator will provide a written declaration under oath to certify such completion to the
28 Court and counsel for all Parties.

66. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (a) Twenty Percent (20%) of each Individual Class Share will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty Percent (80%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Member Payment will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

67. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

68. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard.

69. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY

1 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
2 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
3 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
4 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY
5 SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
6 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
7 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
8 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

9 70. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
10 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
11 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
12 right herein released and discharged.

13 71. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
14 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason,
15 then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void.
16 Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be
17 treated as void from the beginning.

18 72. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to request
19 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
20 for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary
21 approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The
22 Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified
23 herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement
24 Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class
25 Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents
26 necessary to obtain preliminary approval.

27 73. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
28 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the

1 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
2 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the
3 Class Representative Enhancement Payments; (c) Individual Class Payments and Individual PAGA
4 Payments; (d) the LWDA Payment; and (e) Settlement Administration Costs. Class Counsel will be
5 responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be
6 responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

7 74. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court
8 or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After
9 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a)
10 the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters,
11 and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement
12 Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

13 75. Release by Plaintiffs. Upon the Effective Date and full funding of the Total Settlement
14 Amount and all employer payroll taxes owed on the Individual Class Payments, in addition to the claims
15 being released by all Participating Class Members and PAGA Members, Plaintiffs Hector Mario
16 Gastelum, Guadencio Blanco Ramos, and Krismell Soto Dos Santos will release Defendants and the
17 Released Parties from all claims whatsoever regarding their employment and/or the termination of their
18 employment including, but not limited to, any claims for wages, bonuses, severance pay, vacation pay,
19 penalties, employment benefits, stock options, violation of any personnel policy, any claims based on
20 discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind
21 whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith
22 and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any
23 legal restriction on any Defendants' right to terminate the employment relationship(s), or any federal, state,
24 or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis
25 whatsoever, to the fullest extent provided by law. Plaintiffs Hector Mario Gastelum, Guadencio Blanco
26 Ramos, and Krismell Soto Dos Santos shall be deemed to have, and by operation of the Judgment shall
27 have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and
28 benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state

1 law that purports to limit the scope of a general release. Plaintiffs Hector Mario Gastelum, Guadencio
2 Blanco Ramos, and Krismell Soto Dos Santos, for themselves, have read Section 1542 of the Civil Code
3 of the State of California, which provides as follows:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
5 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
6 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
7 RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
8 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
9 DEBTOR OR RELEASED PARTY.

10 76. Plaintiffs Hector Mario Gastelum, Guadencio Blanco Ramos, and Krismell Soto Dos
11 Santos understand that Section 1542 gives the right not to release existing claims of which they are not
12 now aware, unless they voluntarily choose to waive this right. Having been so apprised, Plaintiffs Hector
13 Mario Gastelum, Guadencio Blanco Ramos, and Krismell Soto Dos Santos nevertheless voluntarily waive
14 the rights described in Section 1542, and elect to assume all risks for claims that now exist in her/their
15 favor, known or unknown. The release of the claims of Plaintiffs upon the Effective Date and full funding
16 of the Total Settlement Amount and all employer payroll taxes owed on the Individual Class Payments, as
17 set forth in this Paragraph is a condition precedent to enforcement of this Settlement Agreement
18 (“Plaintiffs’ General Release”). Plaintiffs’ General Release does not apply to Plaintiff Angel Contreras
19 Luna, and this Settlement does not extinguish any wrongful termination, retaliation, or related
20 discrimination claim he may have against Defendants.

21 77. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
22 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
23 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

24 78. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
25 entirety of the Parties’ settlement terms. No other prior or contemporaneous written or oral agreements
26 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625
27 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be
28 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the
Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict
the terms of this Settlement Agreement.

79. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

80. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

81. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

82. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

83. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

84. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

85. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent

1 with applicable precedents so as to define all provisions of this Settlement Agreement valid and
2 enforceable.

3 86. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
4 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
5 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and
6 either party may appeal any court order that materially alters the Settlement Agreement's terms.

7 87. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
8 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
9 approved, the stipulation to certification will be void. The Parties further agree that certification for
10 purposes of the Settlement is not an admission that class action certification is proper under the standards
11 applied to contested certification motions and that this Settlement Agreement will not be admissible in this
12 or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendants are
13 liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

14 88. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
15 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering
16 into this Settlement, Defendants do not admit, and specifically deny, that they violated any federal, state,
17 or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other
18 applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty;
19 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
20 their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
21 negotiations connected with it, will be construed as an admission or concession by Defendants of any such
22 violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce
23 the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or
24 received as evidence in any action or proceeding to establish any liability or admission on the part of
25 Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance
26 with, federal, state, local or other applicable law.

27 89. No Public Comment: Plaintiffs and Class Counsel will not make any public disclosure of
28 the Settlement, or this Settlement Agreement until after the filing of the Motion for Preliminary Approval

of the Settlement. Plaintiffs and their counsel represent that they have not made any such disclosure. Thereafter, Class Counsel and Plaintiffs agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website.

90. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

91. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

93. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

94. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

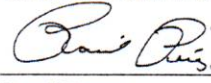
95. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

96. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: March 10, 2025

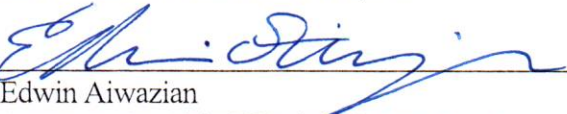
By: 

Raul Perez

Attorneys for Plaintiff Krismell Soto Dos Santos

LAWYERS FOR JUSTICE, PC

Dated: March 18, 2025

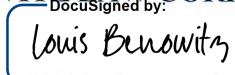
By: 

Edwin Aiwarzian

Attorneys for Plaintiff Krismell Soto Dos Santos

BENOWITZ LAW CORPORATION

Dated: 4/16/2025

By: 

Louis Benowitz

Attorneys for Plaintiffs Hector Mario Gastelum,
Guadencio Blanco Ramos, and Angel Contreras Luna

PORTER | SCOTT APC

Dated: _____

By: _____

Dylan de Wit

Attorneys for Defendants La Plaza Market, LLC and
JE&E Chavez, LLC

enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IT IS SO STIPULATED.

PLAINTIFF

Dated: 4/15/2025

Hector Mario Gastelum

Firmado por:

Hector Mario Gastelum

003CB988DE2E44B...

PLAINTIFF

Dated: 4/15/2025

Guadencio Blanco Ramos

Firmado por:

Guadencio Blanco Ramos

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PLAINTIFF

Dated: 4/15/2025

Angel Contreras Luna

Signed by:

Angel Contreras Luna

D03D92CBBACE43F...

PLAINTIFF

Dated: _____

Krismell Soto Dos Santos

DEFENDANT

Dated: _____

Please Print Name of Authorized Signatory
LA Plaza Market, LLC

DEFENDANT

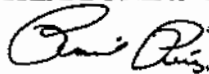
Dated: _____

Please Print Name of Authorized Signatory
JE&E Chavez, LLC

APPROVED AS TO FORM

Dated: March 10, 2025

CAPSTONE LAW APC

By: 

Raul Perez

Attorneys for Plaintiff Krismell Soto Dos Santos

LAWYERS FOR JUSTICE, PC

By: _____

Edwin Aiwarzian

Attorneys for Plaintiff Krismell Soto Dos Santos

BENOWITZ LAW CORPORATION

By: _____

Louis Benowitz

Attorneys for Plaintiffs Hector Mario Gastelum,
Guadencio Blanco Ramos, and Angel Contreras Luna

PORTER | SCOTT APC

By: 

Dylan de Wit

Attorneys for Defendants La Plaza Market, LLC and
JE&E Chavez, LLC

1 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any
2 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise
3 might apply under federal or state law.

4 **IT IS SO STIPULATED.**

5 **PLAINTIFF**

6 Dated: _____

Hector Mario Gastelum

8 **PLAINTIFF**

9 Dated: _____

Guadencio Blanco Ramos

12 **PLAINTIFF**

13 Dated: _____

Angel Contreras Luna

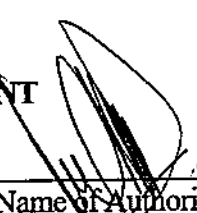
15 **PLAINTIFF**

16 Dated: _____

Krismell Soto Dos Santos

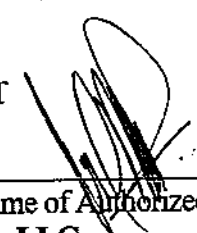
18 **DEFENDANT**

19 Dated: 4/30/2025


Please Print Name of Authorized Signatory
LA Plaza Market, LLC

22 **DEFENDANT**

23 Dated: 4/30/2025


Please Print Name of Authorized Signatory
JE&E Chavez, LLC

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8 **TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA**
9 **PARA EL CONDADO DE SAN JOAQUÍN**
10

11 HÉCTOR MARIO GASTELUM,
12 GUADENCIO BLANCO RAMOS, ÁNGEL
13 CONTRERAS LUNA Y KRISMELL SOTO
14 DOS SANTOS, en su nombre y en el de todos
15 los demás en situación similar,

16 Demandantes,

17 vs

18 LA PLAZA MARKET LLC, sociedad de
19 responsabilidad limitada de California; JE&E
20 CHAVEZ LLC, sociedad de responsabilidad
21 limitada de California; y otras 1–50 personas,
22 inclusive,

23 Demandados.
24
25
26
27
28

N.º de caso: STK-CV-UOE-2023-0010435

**ESTIPULACIÓN CONJUNTA DE
DEMANDA COLECTIVA Y
CONCILIACIÓN Y EXENCIÓN DE PAGA**

ESTIPULACIÓN CONJUNTA DE DEMANDA COLECTIVA Y CONCILIACIÓN Y EXENCIÓN DE PAGA

Esta Estipulación conjunta de demanda colectiva y conciliación y exención de PAGA (“Conciliación”, “Acuerdo” o “Acuerdo de Conciliación”) se celebra entre los Demandantes Héctor Mario Gastelum, Guadencio Blanco Ramos, Ángel Contreras Luna, y Krismell Soto Dos Santos (colectivamente, los “Demandantes” o los “Representantes del Grupo”), en calidad de personas físicas y en nombre de todos los demás en situación similar, y los Demandados La Plaza Market, LLC y JE&E Chávez, LLC (en conjunto, los “Demandados”) (los Demandantes y los Demandados se denominan colectivamente las “Partes”).

DEFINICIONES

Las siguientes definiciones se aplican a este Acuerdo de Conciliación. Las definiciones contenidas en otra parte de este Acuerdo de Conciliación también tendrán validez y aplicación:

1. “Demandas” significa *Gastelum v. La Plaza Market LLC*, n.º STK-CV-UOE-2023-0010435 (Tribunal Superior del Condado de San Joaquín) (“Demanda de Gastelum”); y *Soto Dos Santos v. La Plaza Market, LLC*, n.º STK-CV-UEO-2024-0000422 (Tribunal Superior del Condado de San Joaquín) (“Demanda de Soto”).
2. “Honorarios y Costos de los Abogados” se refiere a los honorarios de abogados acordados por las Partes y aprobados por el Tribunal para el litigio y la resolución de las Demandas por parte de los Abogados del Grupo, y todos los costos de bolsillo que han asumido y asumirán los Abogados del Grupo en las Demandas. Los Abogados del Grupo solicitarán honorarios de abogados que no superen un tercio (1/3) del Monto Bruto de la Conciliación, o doscientos sesenta y cinco mil dólares (\$265,000) si el Monto Bruto de la Conciliación sigue siendo de \$795,000. Los Honorarios y Costos de los Abogados también significarán e incluirán el reembolso adicional de cualquier costo y gasto asociado con el litigio y la conciliación de las Demandas por parte de los Abogados del Grupo, hasta treinta mil dólares (\$30,000), sujeto a la aprobación del Tribunal. Los Demandados han acordado no oponerse a la solicitud de los Abogados del Grupo para los honorarios y el reembolso de los costos según lo establecido anteriormente.
3. “Grupo” hace referencia a todos los actuales y anteriores empleados remunerados por hora no exentos de los Demandados en California en cualquier momento durante el periodo comprendido entre

el 2 de octubre de 2019 y el 30 de mayo de 2024.

4. “Abogados del Grupo” se refiere a Benowitz Law Corporation; Capstone Law APC; y Lawyers *for* Justice, PC.

5. “Lista del Grupo” significa una lista completa de la información y los datos de identificación de todos los Miembros del Grupo que los Demandados recopilarán diligentemente y de buena fe a partir de sus registros y proporcionarán al Administrador de la Conciliación y a los Abogados del Grupo dentro de los catorce (14) días calendario posteriores a la Aprobación Preliminar de esta Conciliación. La Lista del Grupo tendrá un formato legible en Microsoft Office Excel e incluirá el nombre completo de cada Miembro del Grupo; la dirección postal y el número de teléfono más recientes; el número de Seguro Social; las fechas de empleo; la cantidad respectiva de Semanas Laborales que cada Miembro del Grupo trabajó durante el Periodo de la Demanda y el Periodo según la PAGA; y cualquier otra información pertinente necesaria para calcular los pagos de la conciliación.

6. “Miembro(s) del Grupo” significa un miembro del Grupo.

7. “Aviso del Grupo” significa el Aviso de Conciliación de Demanda Colectiva, que establece: (a) información sobre la naturaleza de las Demandas; (b) un resumen de los términos principales de la Conciliación; (c) las definiciones de Grupo y Miembro según la PAGA; (d) la cantidad total de Semanas Laborales que cada Miembro del Grupo respectivo y Miembro según la PAGA trabajó para los Demandados durante el Periodo de la Demanda y el Periodo según la PAGA; (e) tanto el Pago Individual del Grupo como el Pago Individual según la PAGA estimado de cada Miembro del Grupo y del Miembro según la PAGA, y la fórmula para calcular cada uno; (f) las fechas que abarcan el Periodo de la Demanda y el Periodo según la PAGA; (g) instrucciones sobre cómo presentar Solicitudes de Exclusión o Avisos de Objeción; (h) los plazos para los cuales el Miembro del Grupo debe enviar por fax o con matasellos la Solicitud de Exclusiones, Avisos de Objeción, o disputas relacionadas con la cantidad de Semanas Laborales acreditadas a un Miembro del Grupo al Administrador de la Conciliación; y (i) las reclamaciones que serán eximidas. El Aviso del Grupo se enviará por correo a los Miembros del Grupo en inglés y español sustancialmente en la forma, y sin variación sustancial, del Aviso del Grupo adjunto como **Anexo A** y que se incorpora como referencia en este Acuerdo.

8. El “Periodo de la Demanda” se define como el periodo comprendido entre el 2 de octubre

de 2019 y el 30 de mayo de 2024.

9. “Pagos de Incentivo a los Representantes del Grupo” significa los montos que se pagarán a los Demandantes en reconocimiento de su esfuerzo y trabajo en el procesamiento de las Demandas en nombre de los Miembros del Grupo, y en el caso de Héctor Mario Gastelum, Guadencio Blanco Ramos y Krismell Soto Dos Santos, a cambio de una renuncia general a reclamaciones. Sujeto a que el Tribunal otorgue la aprobación final de este Acuerdo de Conciliación y sujeto al agotamiento de todas y cada una de las apelaciones, los Demandantes solicitarán al Tribunal que apruebe los Pagos de Incentivo a los Representantes del Grupo de hasta diez mil dólares (\$10,000), cada uno.

10. “Conciliación del Grupo” significa la conciliación y resolución de las Reclamaciones del Grupo Eximidas.

11. “Tribunal” significa el Tribunal Superior del Condado de San Joaquín.

12. “Demandados” se refiere a los Demandados La Plaza Market, LLC y JE&E Chavez, LLC.

13. “Fecha de Entrada en Vigencia” hace referencia a lo que ocurra en último lugar entre los siguientes hechos: (a) si no se presentan objeciones en el plazo indicado, o se retiran antes de la Aprobación Definitiva, entonces la fecha de la Aprobación Definitiva; o (b) si un Miembro del Grupo presenta una objeción a la Conciliación, la Fecha de Entrada en Vigencia será el sexagésimo primer día (61.º) día calendario posterior a la fecha de la Aprobación Definitiva, siempre que ningún objetor inicie una apelación; o (c) si un objetor inicia una apelación dentro el plazo indicado, entonces la Fecha de Entrada en Vigencia será la fecha de resolución final de esa apelación (incluida cualquier solicitud de nueva audiencia o peticiones de *certiorari*), que lleve finalmente a la aprobación judicial definitiva de la Conciliación.

14. “Aprobación Definitiva” significa la fecha en la que el Tribunal dicta una orden que otorga la aprobación definitiva del Acuerdo de Conciliación.

15. “Monto Bruto de la Conciliación” se refiere al Monto Bruto de la Conciliación de setecientos noventa y cinco mil dólares (\$795,000), que pagarán los Demandados en cumplimiento total de todas las Reclamaciones del Grupo Eximidas y las Reclamaciones de la PAGA Eximidas, lo que incluye todos los Pagos Individuales de la Conciliación, los Honorarios y Costos de Abogados, los Pagos de Incentivo a los Representantes del Grupo, el Monto de la Conciliación según la PAGA y los Costos de

Administración de la Conciliación. Este Monto Bruto de la Conciliación ha sido acordado por los Demandantes y los Demandados en función de la suma del valor de conciliación acordado de las reclamaciones individuales. En ningún caso los Demandados serán responsables por un monto superior al Monto Bruto de la Conciliación, excepto que se disponga algo diferente en el párrafo 51. No habrá ninguna reversión del Monto Bruto de la Conciliación a los Demandados. Los Demandados serán responsables por separado de cualquier impuesto sobre la nómina del empleador exigido por ley, incluidas las contribuciones del empleador en virtud de la Ley Federal de Contribuciones al Seguro Social (Federal Insurance Contributions Act, FICA), Ley Federal para Impuesto por Desempleo (Federal Unemployment Tax Act, FUTA) y Seguro Estatal por Discapacidad (State Disability Insurance, SDI), que no se pagarán del Monto Bruto de la Conciliación.

16. “Pago Individual del Grupo” se refiere al pago neto de la Porción Individual de la Conciliación de cada Miembro del Grupo Participante, después de restar a la porción del empleado los impuestos y retenciones de nómina con respecto a la Parte Salarial de la Porción Individual de la Conciliación, según lo dispuesto en el párrafo 44(a) del presente.

17. “Porción Individual del Grupo” se refiere a la porción *prorrataada* del Monto Neto de la Conciliación que un Miembro del Grupo puede ser elegible para recibir por la Conciliación del Grupo, que se calculará de acuerdo con el párrafo 44(a) del presente, que incluye la parte de impuestos y retenciones del empleado con respecto a la Parte Salarial de la Conciliación.

18. “Pago Individual según la PAGA” significa la parte *prorrataada* del Pago de los Empleados Agraviados que un Empleado Agraviado será elegible para recibir en virtud de la Conciliación de la PAGA (según se define más adelante), que se calculará de acuerdo con el párrafo 44(b).

19. “Sentencia” significa la sentencia dictada por el Tribunal en función de la orden que otorga la aprobación definitiva de la Conciliación.

20. “Monto Neto de la Conciliación” significa la parte del Monto Bruto de la Conciliación restante después de deducir los Honorarios y Costos de Abogados, los Pagos de Incentivo a los Representantes del Grupo, el Monto de la Conciliación según la PAGA y los Costos de Administración de la Conciliación. El Monto Neto de la Conciliación se distribuirá a los Miembros del Grupo Participantes. No habrá reversión del Monto Neto de la Conciliación a los Demandados.

21. “Aviso de Objeción” significa una objeción válida y presentada por escrito en el plazo debido por un Miembro del Grupo al Acuerdo de Conciliación. Para que el Aviso de Objeción sea válido, debe incluir: (a) el nombre y número del caso de las Demandas; (b) el nombre completo, la firma, la dirección y el número de teléfono del objetor; (c) una declaración escrita de todos los motivos de la objeción acompañada de cualquier fundamento jurídico para dicha objeción; (d) copias de cualquier documento, escrito u otros documentos en los que se base la objeción; y (e) una declaración de si el objetor tiene la intención de comparecer en la audiencia de imparcialidad definitiva. Los Avisos de Objeción deben enviarse por correo al Administrador de la Conciliación a la dirección especificada, por fax o con sello postal a más tardar a la Fecha Límite de Respuesta.

22. “PAGA” se refiere a la Ley General de Fiscales Privados de California (California Private Attorneys General Act, PAGA) (secciones 2698 y siguientes del Código Laboral). A menos que se especifique algo diferente, todas las citas y referencias a la PAGA remiten la versión de la ley antes de la reciente enmienda vigente a partir del 1 de julio de 2024; la ley enmendada no se aplica a las Demandas y a esta Conciliación (según se define a continuación) de conformidad con la sección 2699, subd. (v)(1) del Código Laboral de California, con sus respectivas enmiendas, porque la acción mencionada anteriormente se presentó antes del 19 de junio de 2024.

23. “Avisos según la PAGA” significa la carta del Demandante Héctor Mario Gastelum, Guadencio Blanco Ramos y Ángel Contreras Luna, presentada el 2 de octubre de 2023 a los Demandados y la Agencia de Trabajo y Desarrollo Laboral (Labor & Workforce Development Agency, LWDA) que proporciona un aviso de conformidad con la sección 2699.3, subd.(a), del Código Laboral; y la carta del Demandante Krismell J. Soto Dos Santos, presentada el 7 de noviembre de 2023 a los Demandados y la LWDA que proporciona un aviso de conformidad con la sección 2699.3, subd. (a) del Código Laboral.

24. “Miembro según la PAGA” significa todos los actuales y anteriores empleados remunerados por hora no exentos de los Demandados en California en cualquier momento durante el periodo comprendido entre el 2 de octubre de 2022 y el 30 de mayo de 2024.

25. El “Periodo según la PAGA” significa el periodo comprendido entre el 2 de octubre de 2022 al 30 de mayo de 2024.

26. “Monto de la Conciliación según la PAGA” significa el monto que el Demandado ha

acordado pagar a la Agencia de Trabajo y Desarrollo Laboral (Labor and Workforce Development Agency, "LWDA") y a los Miembros según la PAGA a cambio de la conciliación y la resolución de las Reclamaciones de la PAGA Eximidas ("Conciliación de la PAGA"). Las Partes han acordado que se asignarán sesenta mil dólares (\$60,000) del Monto Bruto de la Conciliación a la Conciliación de la PAGA. De conformidad con la PAGA, se pagará el setenta y cinco por ciento (75 %) o cuarenta y cinco mil dólares (\$45,000) del Monto de la Conciliación según la PAGA a la Agencia de Trabajo y Desarrollo Laboral de California ("Pago de la LWDA"), y el veinticinco por ciento (25 %) o quince mil dólares (\$15,000) ("Pago para Miembros según la PAGA"), de la Conciliación de la PAGA se desembolsará a los Miembros según la PAGA, e independientemente de si solicitan ser excluidos del Grupo de la Conciliación.

27. "Miembros del Grupo Participantes" se refiere a todos los Miembros del Grupo que no presenten Solicitudes de Exclusión válidas y oportunas.

28. "Aprobación Preliminar" se refiere a la fecha en que el Tribunal dicta una orden que otorga la aprobación preliminar del Acuerdo de Conciliación.

29. "Reclamaciones del Grupo Eximidas" significa las reclamaciones a las que se renuncia según se describe en el párrafo 54 del presente.

30. "Reclamaciones de la PAGA Eximidas" significa las reclamaciones a las que se renuncia conforme a lo descrito en el párrafo 55 del presente.

31. "Partes Eximidas" significa los Demandados, y cualquiera de sus compañías matrices, subsidiarias, predecesores, sucesores y filiales, directos o indirectos, anteriores, actuales y futuros, así como cada uno de sus anteriores, actuales y futuros ejecutivos, directores, empleados, socios, miembros, accionistas y agentes, abogados, aseguradoras, reaseguradoras, y cualquier persona o entidad que pudiera ser responsable conjuntamente con los Demandados.

32. "Solicitud de Exclusión" significa una carta oportuna presentada por un Miembro del Grupo en la cual presenta una solicitud para ser excluido del Grupo. La Solicitud de Exclusión debe: (a) contener el nombre y el número del caso de las Demandas; (b) establecer el nombre, la dirección, el número de teléfono y los últimos cuatro dígitos del número de Seguro Social del Miembro del Grupo que solicita la exclusión; (c) ser firmada por el Miembro del Grupo; (d) ser devuelta al Administrador de la

1 Conciliación; (e) indicar claramente que el Miembro del Grupo no desea ser incluido en la Conciliación; y
2 (f) ser enviada por fax o con matasellos postal a más tardar en la Fecha Límite de Respuesta.

3 33. “Fecha Límite de Respuesta” se refiere a la fecha límite para la cual los Miembros del
4 Grupo deben enviar por correo postal o fax al Administrador de la Conciliación cualquier Solicitud de
5 Exclusión, disputa relacionada con la cantidad de Semanas Laborales acreditadas a ellos, o Avisos de
6 Objeciones. La Fecha Límite de Respuesta será de cuarenta y cinco (45) días calendario a partir del envío
7 inicial del Aviso del Grupo por parte del Administrador de la Conciliación, a menos que el cuadragésimo
8 quinto (45) día sea un domingo o feriado estatal, en cuyo caso la Fecha Límite de Respuesta se extenderá
9 al día siguiente en que el Correo de los EE. UU. esté abierto. Los Miembros del Grupo a quienes se les
10 vuelvan a enviar los Aviso del Grupo después de haber sido devueltos al Administrador por no haber sido
11 posible encontrar el destinatario tendrán hasta la fecha que ocurra en último lugar entre (a) quince (15)
12 días calendario adicionales o (b) hasta la Fecha Límite de Respuesta, para presentar una Solicitud de
13 Exclusión u objeción a la Conciliación.

14 34. “Costos de Administración de la Conciliación” significa los costos que se deben pagar del
15 Monto Bruto de la Conciliación al Administrador de la Conciliación por administrar esta Conciliación, lo
16 que incluye, entre otros, la impresión, distribución y rastreo de documentos para esta Conciliación, la
17 declaración de impuestos, la distribución del Monto Bruto de la Conciliación y la presentación de los
18 informes y declaraciones necesarios, según lo soliciten las Partes. Los Costos de Administración de la
19 Conciliación se pagarán a partir del Monto Bruto de la Conciliación, lo que incluye, si es necesario,
20 cualquier costo que supere el monto declarado por el Administrador de la Conciliación como los costos
21 máximos necesarios para administrar la Conciliación. En función de un Grupo de la Conciliación
22 estimado de aproximadamente mil (1,000) Miembros del Grupo, los Costos de Administración de la
23 Conciliación actualmente se estiman en diez mil dólares (\$10,000).

24 35. “Administrador de la Conciliación” significa CPT Group, Inc., o cualquier otro
25 administración externo de conciliaciones de demandas colectivas acordado por las Partes y aprobado por
26 el Tribunal a los fines de administrar esta Conciliación. Cada una de las Partes declara que no tiene
27 ningún interés financiero en el Administrador de la Conciliación o que, de otro modo, no tiene una
28 relación con el Administrador de la Conciliación que podría crear un conflicto de intereses.

36. “Semanas Laborales” significa la cantidad de días de empleo para cada Miembro del Grupo durante el Periodo de la Demanda, restando los días de licencia (si los hubiera), dividiendo por siete (7) y redondeando al número entero más cercano. A todos los Miembros del Grupo se les acreditará al menos una Semana Laboral durante el Periodo de la Demanda, y a todos los Miembros según la PAGA se les acreditará al menos una Semana Laboral durante el Periodo según la PAGA.

ESTIPULACIONES DEL ACUERDO

Los Demandantes, en su propio nombre, el Grupo y el estado de California, y los Demandados acuerdan lo siguiente:

37. Primera Reclamación Modificada. Como condición para la conciliación, los Demandantes presentarán una Primera Reclamación Modificada (First Amended Complaint, “FAC”) en la Demanda de Gastelum para ajustar los alegatos al alcance de las Reclamaciones del Grupo Eximidas y las Reclamaciones de la PAGA Eximidas, y para agregar a Krismell Soto Dos Santos como Demandante nombrada. Los Demandados no estarán obligados a presentar una respuesta u otro alegato de réplica a la FAC. Si, por cualquier motivo, el Tribunal no aprueba la Conciliación, o si la Conciliación no adquiere carácter definitivo por algún motivo, entonces se considerará que la FAC ha sido retirada y la Reclamación se volverá a convertir en la demanda operativa sin perjuicio del derecho de los Demandantes a solicitar una licencia para presentar otra reclamación modificada y sin perjuicio de los derechos de los Demandados a objetar o impugnar un alegato modificado. Los Demandados no renuncian implícita o expresamente a ningún argumento o defensa a la FAC.

38. Financiación del Monto Bruto de la Conciliación. Los Demandados harán un depósito único del Monto Bruto de la Conciliación de Setecientos Noventa y Cinco Mil Dólares (\$795,000) en una Cuenta de Conciliación Habilitada que será establecida por el Administrador de la Conciliación. Los Demandados pagarán la parte correspondiente al empleador de los impuestos sobre la nómina por separado. Después de la Fecha de Entrada en Vigencia, el Monto Bruto de la Conciliación se utilizará para lo siguiente: (a) Pagos Individuales del Grupo; (b) el Pago de la LWDA; (c) el Pago para Miembros según la PAGA; (d) los Pagos de Incentivo a los Representantes del Grupo; (e) Honorarios y Costos de Abogados; y (f) Costos de Administración de la Conciliación. Los Demandados depositarán el Monto Bruto de la Conciliación y la parte que corresponde al empleador de los impuestos sobre la nómina dentro

de los veintiún (21) días calendario de la Fecha de Entrada en Vigencia (“Fecha de Financiación”).

39. Honorarios y Costos de Abogados. Los Demandados acuerdan no oponerse ni impedir ninguna solicitud o moción de honorarios y costos de abogados por parte de los Abogados del Grupo para recibir honorarios y costos de abogados equivalentes a máximo un tercio (1/3) del Monto Bruto de la Conciliación, o doscientos sesenta y cinco mil dólares (\$265,000) si el Monto Bruto de la Conciliación sigue siendo de \$795,000, más el reembolso de todos los costos de bolsillo y gastos asociados con el litigio y la conciliación de las Demandas por parte de los Abogados del Grupo, lo cual no excederá los treinta mil dólares (\$30,000), y ambos montos se pagarán a partir del Monto Bruto de la Conciliación.

40. Pagos de Incentivo a los Representantes del Grupo. Los Demandados acuerdan no oponerse ni impedir ninguna solicitud o moción de Pagos de Incentivo a los Representantes del Grupo de hasta diez mil dólares (\$10,000) a cada Demandante. Los Pagos de Incentivo a los Representantes del Grupo se pagarán a partir del Monto Bruto de la Conciliación y se sumarán a los Pagos individuales del Grupo de los Demandantes y los Pagos Individuales según la PAGA (si corresponde) pagados de conformidad con la Conciliación. Los Demandantes serán los únicos y legalmente responsables de pagar todos y cada uno de los impuestos aplicables sobre los Pagos de Incentivo a los Representantes del Grupo. Los Demandantes comprenden y aceptan que este Acuerdo de Conciliación permanecerá en plena vigencia y efecto incluso si el monto total de los Pagos de Incentivo a los Representantes del Grupo solicitados por los Demandantes no es adjudicado en última instancia por el Tribunal.

41. Costos de Administración de la Conciliación. El Administrador de la Conciliación recibirá el pago de los costos razonables de administración de la Conciliación y la distribución de los pagos a partir del Monto Bruto de la Conciliación, que actualmente se estima que es de diez mil dólares (\$10,000). Estos costos, que se pagarán a partir del Monto Bruto de la Conciliación, incluirán, entre otros, la declaración de impuestos requerida sobre los Pagos Individuales de la Conciliación, la emisión de formularios 1099 y W-2 del IRS, la distribución de Avisos del Grupo, el cálculo y distribución del Monto Bruto de la Conciliación, y la presentación de los informes y declaraciones necesarios.

42. Monto de la Conciliación según la PAGA. Sujeto a la aprobación del Tribunal, las Partes acuerdan que el monto de sesenta mil dólares (\$60,000) del Monto Bruto de la Conciliación será designado para la satisfacción de la reclamación PAGA de los Demandantes. Conforme a la PAGA, se

pagará el setenta y cinco por ciento (75 %) o cuarenta y cinco mil dólares (\$45,000) de esta suma a la LWDA y el veinticinco por ciento (25 %) o quince mil dólares (\$15,000) se pagarán a los Miembros según la PAGA en proporción a la cantidad de Semanas Laborales trabajadas durante el Periodo según la PAGA.

43. Derecho a exclusión u objeciones a la Conciliación de la PAGA. Debido a que esta conciliación resuelve las reclamaciones y demandas presentadas de conformidad con la PAGA por los Demandantes que actúan como apoderados y como Fiscales Generales Privados del estado de California y la LWDA, las Partes acuerdan que ningún Miembro según la PAGA tiene derecho a excluirse de la exención de las Reclamaciones de la PAGA Eximidas, y todos los Miembros según la PAGA recibirán sus porciones del Pago para Miembros según la PAGA. Las Partes también acuerdan que ningún Miembro según la PAGA tiene derecho a objetar el Monto de la Conciliación según la PAGA.

44. Monto Neto de la Conciliación. La totalidad del Monto Neto de la Conciliación se distribuirá a los Miembros del Grupo participantes. Ninguna parte del Monto Neto de la Conciliación se revertirá ni será retenida por los Demandados.

45. Pago para Miembros según la PAGA. La totalidad del Pago para Miembros según la PAGA se distribuirá a todos los Miembros según la PAGA. Ninguna parte del Pago para Miembros según la PAGA se revertirá ni será retenida por los Demandados.

46. Cálculos de Pagos Individuales de la Conciliación. Los Pagos Individuales del Grupo y los Pagos Individuales según la PAGA se calcularán y distribuirán a partir del Monto Neto de la Conciliación y el Pago para Miembros según la PAGA en función de la cantidad de Semanas Laborales que un Miembro del Grupo trabajó durante el Periodo de la Demanda y el Periodo según la PAGA (si corresponde). Los cálculos específicos de los Pagos Individuales del Grupo y los Pagos Individuales según la PAGA se realizarán de la siguiente manera:

46(a) Pagos del Monto Neto de la Conciliación. Los Demandados calcularán la cantidad total de Semanas Laborales trabajadas por cada Miembro del Grupo durante el Periodo de la Demanda y la cantidad total agregada de Semanas Laborales trabajadas por todos los Miembros del Grupo durante el Periodo de la Demanda. Para determinar la “Porción Individual del Grupo” estimada de cada

Miembro del Grupo a partir del Monto Neto de la Conciliación, el Administrador de la Conciliación utilizará la siguiente fórmula: El Monto Neto de la Conciliación se dividirá por la cantidad total de Semanas Laborales durante el Periodo de la Demanda, lo que dará como resultado el “Valor de la Semana Laboral”. La “Porción Individual del Grupo” de cada Miembro del Grupo se calculará multiplicando la cantidad total de Semanas Laborales de cada Miembro del Grupo por el Valor de la Semana Laboral. A la Porción Individual del Grupo se le restará cualquier deducción requerida para cada Miembro del Grupo Participante según se establece específicamente en el presente, incluidas las retenciones o deducciones de impuestos correspondientes al empleado (es decir, Pago Individual del Grupo). La totalidad del Monto Neto de la Conciliación se desembolsará a todos los Miembros del Grupo que no presenten Solicitudes de Exclusión válidas y oportunas. Si existiera alguna Solicitud de Exclusión válida y presentada en el plazo indicado, el Administrador de la Conciliación aumentará proporcionalmente el Pago Individual del Grupo para cada Miembro del Grupo Participante de acuerdo con la cantidad de Semanas Laborales trabajadas, de modo que el monto realmente distribuido a los Miembros del Grupo Participantes sea igual al 100 % del Monto Neto de la Conciliación.

46(b) Pagos del Pago para Miembros según la PAGA. Los Demandados calcularán la cantidad total de Semanas Laborales trabajadas por cada Miembro según la PAGA durante el Periodo según la PAGA y la cantidad total agregada de Semanas Laborales trabajadas por todos los Miembros según la PAGA durante el Periodo según la PAGA. Para determinar el “Pago Individual según la PAGA” estimado de cada Miembro según la PAGA, el Administrador de la Conciliación utilizará la siguiente fórmula: El Pago para Miembros según la PAGA se dividirá por la cantidad total de Semanas Laborales durante el Periodo según la PAGA, lo que dará como resultado el “Valor de la Semana

Laboral según la PAGA”. El “Pago Individual según la PAGA” de cada Miembro según la PAGA se calculará multiplicando la cantidad total de Semanas Laborales de cada Miembro según la PAGA por el Valor de la Semana Laboral según la PAGA. La totalidad del Pago para Miembros según la PAGA se desembolsará a todos los Miembros según la PAGA.

47. Crédito para planes de beneficios. Los Pagos Individuales del Grupo realizados a los Miembros del Grupo Participantes en virtud de esta Conciliación, así como cualquier otro pago realizado en virtud de esta Conciliación, no se utilizarán para calcular ningún beneficio adicional en virtud de cualquier plan de beneficios cuyos requisitos de acceso cumpla el Miembro del Grupo, incluidos, entre otros, planes de participación en las ganancias, planes de bonificación, planes de jubilación 401(k), planes de compra de acciones, planes de vacaciones, planes de licencia por enfermedad, planes de tiempo libre remunerado (*paid time-off*) y cualquier otro plan de beneficios. En cambio, las Partes manifiestan que su intención es que este Acuerdo de Conciliación no afecte ningún derecho, contribución o monto al que los Miembros del Grupo puedan tener derecho en virtud de cualquier plan de beneficios.

48. Proceso de administración. Las Partes acuerdan cooperar en la administración de la Conciliación y hacer todos los esfuerzos razonables para controlar y minimizar los costos y gastos asumidos en la administración de la Conciliación.

49. Entrega de la Lista del Grupo. Dentro de los catorce (14) días calendario posteriores a la Aprobación Preliminar, los Demandados proporcionarán la Lista del Grupo al Administrador de la Conciliación y a los Abogados del Grupo.

50. Aviso por correo postal de primera clase de los EE. UU. Dentro de los diez (10) días calendario posteriores a la recepción de la Lista del Grupo de los Demandados, el Administrador de la Conciliación enviará por correo un Aviso del Grupo a todos los Miembros del Grupo a través del Correo regular de primera clase de los EE. UU., utilizando las direcciones postales más actuales y conocidas identificadas en la Lista del Grupo.

51. Confirmación de la información de contacto actualizada en las Lista del Grupo. Antes del envío por correo, el Administrador de la Conciliación realizará una búsqueda basada en la Base de Datos Nacional de Cambio de Dirección para obtener información que permita actualizar y corregir cualquier

cambio de dirección conocido o identificable. Cualquier Aviso del Grupo devuelto al Administrador de la Conciliación por no haber sido entregado a más tardar en la Fecha Límite de Respuesta se enviará de inmediato a través del Correo regular de primera clase de los EE. UU. a la dirección de reenvío que se adjunta y el Administrador de la Conciliación indicará la fecha de dicho reenvío en el Aviso del Grupo. Si no se proporciona una dirección de reenvío, el Administrador de la Conciliación intentará determinar de inmediato la dirección correcta utilizando un rastreo de personas o un rastreo de otro tipo utilizando el nombre, la dirección o el Número de Seguro Social del Miembro del Grupo involucrado, y luego realizará un único reenvío. Aquellos Miembros del Grupo que reciban un Aviso del Grupo reenviado por correo postal, ya sea por rastreo de personas o por solicitud, tendrán (a) quince (15) días calendario adicionales o (b) hasta la Fecha Límite de Respuesta, lo que ocurra más tarde, para presentar una Solicitud de Exclusión u objeción a la Conciliación.

52. Avisos del Grupo. Todos los Miembros del Grupo recibirán por correo un Aviso del Grupo. Cada Aviso del Grupo proporcionará: (a) información sobre la naturaleza de las Demandas; (b) un resumen de los términos principales de la Conciliación; (c) las definiciones del Grupo y de los Miembros según la PAGA; (d) la cantidad total de Semanas Laborales que cada Miembro del Grupo y Miembros según la PAGA respectivo trabajó para los Demandados durante el Periodo de la Demanda y el Periodo según la PAGA; (e) el Pago Individual del Grupo y el Pago Individual según la PAGA estimados de cada Miembro del Grupo y del Miembro según la PAGA, y la fórmula para calcular cada uno; (f) las fechas que comprenden el Periodo de la Demanda y el Periodo según la PAGA; (g) instrucciones sobre cómo presentar Solicitudes de Exclusión o Avisos de Objeción; (h) los plazos para los cuales el Miembro del Grupo debe enviar por fax o por correo con matasellos la Solicitud de Exclusiones, Avisos de Objeción o disputas relacionadas con la cantidad de Semanas Laborales acreditadas a un Miembro del Grupo al Administrador de la Conciliación; y (i) las reclamaciones que se eximirán.

53. Información en disputa sobre Avisos del Grupo. A más tardar en la Fecha Límite de Respuesta, cada Miembro del Grupo puede impugnar la cantidad de Semanas Laborales acreditadas al Miembro del Grupo en su respectivo Aviso del Grupo. El Miembro del Grupo puede impugnar la asignación presentando una disputa por escrito que: (a) contenga el nombre del caso y el número de las Demandas; (b) contenga el nombre completo del Miembro del Grupo, dirección, número de teléfono,

1 firma, y los últimos cuatro dígitos de su número de Seguro Social; (c) contenga una declaración que
2 establezca la cantidad de Semanas Laborales durante el Periodo de la Demanda y el Periodo según la
3 PAGA (si corresponde) que él o ella sostiene que es correcta y adjunte cualquier documentación
4 pertinente en respaldo de los mismos; y (d) se envíe al Administrador de la Conciliación por correo postal,
5 matasellado o enviado por fax a más tardar en la Fecha Límite de Respuesta. Ante la ausencia de
6 documentación contraria, el Administrador de la Conciliación tiene derecho a presuponer que las Semanas
7 Laborales contenidas en el Aviso del Grupo son correctas siempre que sean coherentes con los Datos del
8 Grupo. La determinación del Administrador de la Conciliación respecto a la asignación de Semanas
9 Laborales de cada Miembro del Grupo será definitiva y no apelable ni susceptible de impugnación. El
10 Administrador de la Conciliación deberá, a más tardar diez (10) días calendario después de la recepción
11 de una disputa con respecto a las Semanas Laborales, proporcionar copias de todas las impugnaciones al
12 cálculo de las Semanas Laborales a los Abogados de la Defensa y los Abogados del Grupo y la
13 determinación del Administrador con respecto a las impugnaciones.

14 54. Presentaciones defectuosas. Si la Solicitud de Exclusión de un Miembro del Grupo es
15 defectuosa en cuanto a los requisitos enumerados en el presente, ese Miembro del Grupo tendrá la
16 oportunidad de subsanar los defectos. El Administrador de la Conciliación enviará por correo postal al
17 Miembro del Grupo una carta de subsanación dentro de los tres (3) días hábiles posteriores a la recepción
18 de la presentación defectuosa para informar al Miembro del Grupo que su presentación es defectuosa y
19 que el defecto debe subsanarse para que la Solicitud de Exclusión sea válida. El Miembro del Grupo
20 tendrá hasta la fecha que ocurra en último lugar entre las dos siguientes: (a) la Fecha Límite de Respuesta
21 o (b) quince (15) días calendario a partir de la fecha de la carta de subsanación, para enviar por correo
22 postal o fax una Solicitud de Exclusión revisada. Si la Solicitud de Exclusión revisada no es matasellada o
23 no se recibe por fax dentro de ese periodo, se considerará extemporánea.

24 55. Procedimientos de Solicitud de Exclusión. Cualquier Miembro del Grupo que desee
25 excluirse del Acuerdo de Conciliación debe firmar y enviar por fax o matasellos una Solicitud de
26 Exclusión por escrito al Administrador de la Conciliación dentro de la Fecha Límite de Respuesta. La
27 Solicitud de Exclusión debe: (a) contener el nombre y el número del caso de las Demandas; (b) establecer
28 el nombre, la dirección, el número de teléfono y los últimos cuatro dígitos del Número de Seguro Social

del Miembro del Grupo que solicita la exclusión; (c) ser firmada por el Miembro del Grupo; (d) ser devuelta al Administrador de la Conciliación; y (e) indicar claramente que el Miembro del Grupo no desea ser incluido en la Conciliación. En el caso de las Solicitudes de Exclusión que se envíen por correo al Administrador de la Conciliación, la fecha del matasellos será el medio exclusivo para determinar si una Solicitud de Exclusión se presentó dentro del plazo establecido.

56. Ajuste de montos. Los Demandados estiman que los Miembros del Grupo trabajaron un total de Semanas Laborales por cuarenta y nueve mil quinientos cuarenta y nueve dólares (49,549) durante el Periodo de la Demanda. Si la cantidad real de Semanas Laborales trabajadas por los Miembros del Grupo durante el Periodo de la Demanda es superior a cincuenta y seis mil novecientos ochenta y uno (56,981), entonces el Monto Bruto de la Conciliación aumentará en el porcentaje que la cantidad real de Semanas Laborales supere los cincuenta y seis mil novecientos ochenta y un (56,981).

57. Los términos de la Conciliación vinculan a todos los Miembros del Grupo que no se excluyan. Cualquier Miembro del Grupo que no se excluya afirmativamente del Acuerdo de Conciliación al presentar una Solicitud de Exclusión válida y en el plazo indicado estará obligado por todas sus disposiciones, incluidas aquellas relacionadas con las Reclamaciones del Grupo Eximidas, así como cualquier Sentencia que pueda ser dictada por el Tribunal si otorga la aprobación final a la Conciliación.

58. Reclamaciones del Grupo Eximidas por los Miembros del Grupo Participantes. Una vez cumplidas la Fecha de Entrada en Vigencia y la financiación total del Monto Total de la Conciliación y todos los impuestos de nómina del empleador adeudados sobre los Pagos Individuales del Grupo, se considerará que los Demandantes y Miembros del Grupo que no presenten una Solicitud de Exclusión válida y oportuna (es decir, los Miembros del Grupo Participantes) habrán conciliado, resuelto, renunciado y exonerado de forma plena, definitiva y perpetua a todas las Partes Eximidas de todas las reclamaciones en virtud de la ley estatal, federal o local, que surjan durante el Periodo de Exención del Grupo a partir de las reclamaciones expresamente alegadas en las Demandas y todas las demás reclamaciones, como por ejemplo aquellas planteadas en virtud del Código Laboral de California, Órdenes Salariales, regulaciones, u otras disposiciones de la ley, que podrían haberse afirmado en función de los hechos alegados en las Demandas por: (1) no pagar salarios por horas extras en virtud de la sección 510, 1198; (2) no proporcionar periodos para comer o no pagar primas de periodos para comer en virtud

de la sección 226.7, 512; (3) no proporcionar periodos de descanso ni pagar primas de periodos de descanso en virtud de la sección 226,7; (4) no pagar los salarios mínimos en virtud de la sección 1194, y siguientes; (5) no pagar en el plazo establecido los salarios tras la finalización de la relación laboral en virtud de la sección 203; (6) no pagar en el plazo establecido los salarios durante el empleo en virtud de la sección 204, 210; (7) no proporcionar información precisa, estados de salario detallados en la sección del Código Laboral 226; (8) no mantener los registros de nómina requeridos en virtud de la sección 1174(d) del Código Laboral; (9) no reembolsar los gastos comerciales en virtud de las secciones 2800, 2802 del Código Laboral ; y (10) violación de la ley de competencia desleal de California en virtud de las secciones 17200, y siguientes, del Código de Negocios y Profesiones en función de lo anterior. Los Miembros del Grupo Participantes no renuncian a ninguna otra reclamación, incluidas las reclamaciones por beneficios adquiridos, despido ilícito, violación de la Ley de Empleo y Vivienda Justos, seguro de desempleo, discapacidad, seguro social, indemnización por accidentes y enfermedades laborales o reclamaciones basadas en hechos que ocurren fuera del Periodo de la Demanda.

59. Reclamaciones de la PAGA Eximidas por la LWDA. Una vez cumplidas la Fecha de Entrada en Vigencia y el financiamiento total del Monto Bruto de la Conciliación, se considerará que los Demandantes, y el estado de California habrán eximido, conciliado, resuelto, renunciado y liberado de forma plena, definitiva y perpetua a todas las Partes Eximidas de todas las reclamaciones por sanciones civiles en virtud de la Ley de Fiscales Generales de California, la sección 2698 y siguientes del Código Laboral de California, entabladas o que pudieran haberse entablado en contra de las Partes Eximidas con base en los alegatos de hecho descritos en los Avisos de la PAGA y solo en la medida en que no se entablen de manera expresa en las Demandas, lo que incluye, entre otros, violaciones a las secciones 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 y 2802 del Código Laboral de California, y las Órdenes Salariales de IWV, lo que incluye, entre otros, Órdenes Salariales 4-2001 y 7-2001 que surjan durante el Periodo según la PAGA respecto a los Empleados Agraviados (“Reclamaciones de la PAGA Eximidas”). Las Reclamaciones de la PAGA Eximidas no incluyen otras reclamaciones de la PAGA, reclamaciones de salarios y horas subyacentes, reclamaciones por beneficios adquiridos, despido ilícito, discriminación, seguro de desempleo, discapacidad e indemnización por accidentes y enfermedades laborales, y reclamaciones fuera del Periodo según la

PAGA.

60. Derecho de rescisión de los Demandados. Los Demandados tendrán, a su entera discreción, el derecho de anular y retirarse de la Conciliación si, en cualquier momento antes de la Aprobación Definitiva, el Cinco por Ciento (5 %) o más de los Miembros del Grupo optan por excluirse de la conciliación. Los Demandados deben ejercer este derecho de rescisión por escrito a los Abogados del Grupo dentro de los catorce (14) días calendario posteriores a la Fecha Límite de Respuesta. Si se ejerce la opción de rescisión, los Demandados serán los únicos responsables de todos los Costos de Administración de la Conciliación asumidos hasta la fecha de rescisión.

61. Procedimientos de objeción. Solo los Miembros del Grupo Participantes pueden objetar la Conciliación del Grupo o este Acuerdo. Para objetar el Acuerdo de Conciliación, un Miembro del Grupo Participante puede enviar por correo postal o fax un Aviso de Objeción válido al Administrador de la Conciliación a más tardar en la Fecha Límite de Respuesta, o comparecer en persona en la Audiencia de Aprobación Definitiva. Un Aviso de Objeción debe incluir: (a) el nombre y número del caso de las Demandas; (b) el nombre completo, la firma, la dirección y el número de teléfono del objetor; (c) una declaración escrita de todos los fundamentos de la objeción acompañada de cualquier fundamento legal para dicha objeción; (d) copias de cualquier documento, escrito u otros documentos en los que se base la objeción; y (e) una declaración de si el objetor tiene la intención de comparecer en la audiencia de imparcialidad definitiva. Se considerará que los Miembros del Grupo Participantes que no objetan, ya sea mediante la presentación de un Aviso de Objeción válido o compareciendo en persona en la Audiencia de Aprobación Definitiva han renunciado a todas las objeciones a la Conciliación y tendrán prohibido presentar cualquier objeción, ya sea por apelación o de otro modo, al Acuerdo de Conciliación. En ningún momento ninguna de las Partes ni sus abogados intentarán solicitar o alentar de otro modo a los Miembros del Grupo a presentar objeciones por escrito al Acuerdo de Conciliación o apelar la orden de aprobación y sentencia definitiva. Los Abogados del Grupo no representarán a ningún Miembro del Grupo Participante con respecto a dichas objeciones a esta Conciliación. Si un Miembro del Grupo presenta en el plazo indicado un Aviso de Objeción y una Solicitud de Exclusión, la Solicitud de Exclusión tendrá efecto y se considerará válida, el Aviso de Objeción será rechazado y el Miembro del Grupo no participará en la Conciliación ni estará vinculado por la misma.

62. Informes de certificación con respecto a los cálculos de Pagos Individuales de la Conciliación. El Administrador de la Conciliación proporcionará a los abogados de los Demandados y a los Abogados del Grupo un informe semanal que certifique la cantidad de Miembros del Grupo que han presentado Solicitudes de Exclusión válidas o Aviso de Objeciones a la Conciliación, y si algún Miembro del Grupo ha presentado una impugnación a cualquier información contenida en su Aviso del Grupo, incluidos aquellos recibidos después de la Fecha Límite de Respuesta. Además, el Administrador de la Conciliación proporcionará a los abogados de ambas Partes cualquier informe actualizado con respecto a la administración del Acuerdo de Conciliación según sea necesario o solicitado.

63. Plazo de distribución de los Pagos Individuales de la Conciliación. Dentro de los diez (10) días calendario posteriores a la Fecha de Financiación, el Administrador de la Conciliación emitirá pagos a todos los siguientes: (a) Miembros del Grupo Participantes y Miembros según la PAGA; (b) la Agencia de Trabajo y Desarrollo Laboral; (c) Demandantes; y (d) Abogados del Grupo. El Administrador de la Conciliación también emitirá un pago para sí mismo por los servicios aprobados por el Tribunal prestados en relación con la Conciliación.

64. Cheques de conciliación no cobrados. El dinero representado por cheques de Pagos Individuales de la Conciliación devueltos por no haber sido posible ubicar al destinatario y cheques de Pagos Individuales de la Conciliación que permanezcan sin cobrar durante más de ciento ochenta (180) días calendario después de la emisión se entregará de conformidad con la sección 384 del Código de Procedimiento Civil al fondo The Justice Gap Fund mantenido por The State Bar of California.

65. Certificación de finalización. Al finalizar la administración de la Conciliación, el Administrador de la Conciliación proporcionará una declaración por escrito bajo juramento que certifique dicha finalización al Tribunal y a los abogados de todas las Partes.

66. Tratamiento de Pagos Individuales de la Conciliación. Todos los Pagos Individuales de la Conciliación se asignarán de la siguiente manera: (a) el veinte por ciento (20 %) de cada Porción Individual del Grupo se asignará como ingreso salarial para lo cual se emitirán Formularios W-2 del Servicio de Impuestos Internos (Internal Revenue Service, IRS); y (b) el ochenta por ciento (80 %) se asignará como ingreso no salarial para lo cual se emitirán Formularios 1099-MISC del IRS. Los pagos emitidos a los Miembros según la PAGA a partir del Pago para Miembros según la PAGA se tratarán

como ingresos no salariales para los cuales se emitirán Formularios 1099-MISC del IRS.

67. Administración de impuestos por parte del Administrador de la Conciliación. El Administrador de la Conciliación será responsable de emitir a los Demandantes, los Miembros del Grupo Participantes, los Miembros según la PAGA y los Abogados del Grupo cualquier formulario W-2, 1099 u otros formularios de impuestos según lo exija la ley para todos los montos pagados de conformidad con esta Conciliación. El Administrador de la Conciliación también será responsable de reenviar todos los impuestos de nómina y sanciones a las autoridades gubernamentales correspondientes.

68. Responsabilidad fiscal. Las Partes no hacen ninguna declaración en cuanto al tratamiento fiscal o efecto legal de los pagos solicitados en virtud del presente, y los Demandantes, los Miembros del Grupo Participantes y los Miembros según la PAGA no se basan en ninguna declaración, afirmación o cálculo por parte de los Demandados o del Administrador de la Conciliación en este sentido.

69. Descargo de responsabilidad de la Circular 230. CADA PARTE DE ESTE ACUERDO (A LOS FINES DE ESTA SECCIÓN, LA “PARTE RECONOCEDORA” Y CADA PARTE DE ESTE ACUERDO QUE NO SEA LA PARTE RECONOCEDORA, EN ADELANTE, “OTRA PARTE”) RECONOCE Y ACEPTA QUE (1) NINGUNA DISPOSICIÓN DE ESTE ACUERDO, Y NINGUNA COMUNICACIÓN O DIVULGACIÓN POR ESCRITO ENTRE LAS PARTES O SUS ABOGADOS Y OTROS ASESORES, ES O ESTÁ DESTINADA A SER, Y NINGUNA COMUNICACIÓN O DIVULGACIÓN CONSTITUIRÁ O SE INTERPRETARÁ O TOMARÁ COMO: ASESORAMIENTO FISCAL DENTRO DEL SIGNIFICADO DE LA CIRCULAR 230 DEL DEPARTAMENTO DEL TESORO DE LOS ESTADOS UNIDOS (31 CÓDIGO DE REGLAMENTACIONES FEDERALES [CODE OF FEDERAL REGULATIONS, CFR] PARTE 10, CON SUS RESPECTIVAS ENMIENDAS); (2) LA PARTE RECONOCEDORA (A) SE HA BASADO EXCLUSIVAMENTE EN SU PROPIO ASESOR JURÍDICO E IMPOSITIVO INDEPENDIENTE PARA OBTENER ASESORAMIENTO (INCLUIDO ASESORAMIENTO IMPOSITIVO) EN RELACIÓN CON ESTE ACUERDO, (B) NO HA CELEBRADO ESTE ACUERDO EN FUNCIÓN DE LA RECOMENDACIÓN DE CUALQUIER OTRA PARTE O CUALQUIER ABOGADO O ASESOR A CUALQUIER OTRA PARTE, Y (C) NO TIENE DERECHO A BASARSE EN NINGUNA COMUNICACIÓN O DIVULGACIÓN DE NINGÚN ABOGADO O ASESOR A NINGUNA OTRA PARTE PARA EVITAR CUALQUIER SANCIÓN

FISCAL QUE PUEDA IMPONERSE A LA PARTE RECONOCEDORA; Y (3) NINGÚN ABOGADO O ASESOR DE NINGUNA OTRA PARTE HA IMPUESTO UNA LIMITACIÓN QUE PROTEJA LA CONFIDENCIALIDAD DE LAS ESTRATEGIAS FISCALES DE DICHO ABOGADO O ASESOR (INDEPENDIENTEMENTE DE SI DICHA LIMITACIÓN ES LEGALMENTE VINCULANTE) SOBRE LA DIVULGACIÓN QUE HAGA LA PARTE RECONOCEDORA DEL TRATAMIENTO FISCAL O LA ESTRUCTURA FISCAL DE CUALQUIER TRANSACCIÓN, INCLUIDA CUALQUIER TRANSACCIÓN CONTEMPLADA POR ESTE ACUERDO.

70. Cesiones previas. Las Partes y sus abogados declaran, convienen y garantizan que no han cedido, transferido, gravado ni han pretendido ceder, transferir o gravar directa o indirectamente a ninguna persona o entidad ninguna parte de ninguna responsabilidad, reclamación, demanda, acción, motivo para emprender acciones o derecho que haya sido exonerado o al que se haya renunciado en virtud del presente.

71. Anulación del Acuerdo de Conciliación. En caso de que: (a) el Tribunal no apruebe definitivamente la Conciliación según lo dispuesto en el presente; o (b) la Conciliación no adquiera un carácter definitivo por cualquier otro motivo, este Acuerdo de Conciliación y cualquier documento generado para que este entre en vigencia serán nulos y sin efecto. Cualquier orden o sentencia dictada por el Tribunal en cumplimiento de este Acuerdo de Conciliación también será tratada como nula desde el principio.

72. Audiencia de Aprobación Preliminar. Los Demandantes obtendrán una audiencia ante el Tribunal para solicitar la Aprobación Preliminar del Acuerdo de Conciliación, y la emisión de una Orden de Aprobación Preliminar para: (a) la certificación condicional del Grupo de la Conciliación únicamente para fines de la conciliación, (b) la aprobación preliminar del Acuerdo de Conciliación propuesto, (c) establecer una fecha para una audiencia de imparcialidad definitiva. La Orden de Aprobación Preliminar estipulará que el Aviso del Grupo se envíe a todos los Miembros del Grupo según se especifica en el presente. Junto con la audiencia de Aprobación Preliminar, los Demandantes presentarán este Acuerdo de Conciliación, que establece los términos de esta Conciliación, e incluirá el Aviso de Conciliación de demanda colectiva, adjunto como Anexo A. Los Abogados del Grupo serán responsables de redactar todos los documentos necesarios para obtener la aprobación preliminar.

73. Audiencia de aprobación definitiva de la Conciliación y emisión de sentencia. Tras el vencimiento de los plazos para enviar las Solicitudes de Exclusión u Objeciones al Acuerdo de Conciliación, y con el permiso del Tribunal, se llevará a cabo una audiencia de imparcialidad definitiva para determinar la Aprobación Definitiva del Acuerdo de Conciliación junto con los montos que se deben pagar de manera correspondiente por lo siguiente: (a) Honorarios y Costos de Abogados; (b) los Pagos de Incentivo a los Representantes del Grupo; (c) Pagos Individuales del Grupo y Pagos Individuales según la PAGA; (d) el Pago de la LWDA; y (e) Costos de Administración de la Conciliación. Los Abogados del Grupo serán responsables de redactar todos los documentos necesarios para obtener la aprobación final. Los Abogados del Grupo también serán responsables de redactar la solicitud de honorarios y costos de abogados que se escuchará en la audiencia de aprobación final.

74. Sentencia y competencia continua. Tras la aprobación final de la Conciliación por parte del Tribunal o después de la audiencia de imparcialidad definitiva, las Partes presentarán la Sentencia al Tribunal para su aprobación. Después de dictar la Sentencia, el Tribunal tendrá competencia continua únicamente a los fines de abordar: (a) la interpretación y cumplimiento de las disposiciones de la Conciliación, (b) los asuntos de administración de la Conciliación y (c) los asuntos posteriores a la Sentencia, según sea apropiado en virtud de las normas del tribunal o según se establezca en este Acuerdo de Conciliación. Se publicará una copia de la Sentencia en el sitio web del Administrador de la Conciliación.

75. Exención por parte de los Demandantes. Una vez cumplida la Fecha de Entrada en Vigencia y la financiación completa del Monto Total de la Conciliación y de todos los impuestos a la nómina del empleador adecuados sobre los Pagos Individuales del Grupo, además de las reclamaciones a las que renuncian todos los Miembros del Grupo Participantes y los Miembros según la PAGA, los Demandantes Héctor Mario Gastelum, Guadencio Blanco Ramos y Krismell Soto Dos Santos eximirán a los Demandados y a las Partes Eximidas de todas las reclamaciones respecto a su empleo o la finalización de su empleo, lo que incluye, entre otros: cualquier reclamación de salarios, bonificaciones, indemnización por despido, pago de vacaciones, sanciones, beneficios de empleo, opciones de compra de acciones, violación de cualquier política del personal, cualquier reclamación basada en la discriminación, el acoso, las represalias ilegales, la violación de la política pública, o daños de cualquier tipo, que surjan

de cualquier ilícito civil extracontractual en virtud del derecho de *common law*, contrato, expreso o implícito, cualquier pacto de buena fe y trato justo, cualquier teoría de despido improcedente, cualquier teoría de negligencia, cualquier teoría de represalias, cualquier restricción legal sobre el derecho de cualquier Demandado a poner fin a la relación de empleo, o cualquier estatuto, orden ejecutiva, reglamentación u ordenanza federal, estatal o gubernamental, o el derecho de *common law*, o cualquier otro fundamento, en la máxima medida que lo disponga la ley. Se considerará que los Demandantes Héctor Mario Gastelum, Guadencio Blanco Ramos y Krismell Soto Dos Santos han renunciado y abandonado expresamente, y por aplicación de la Sentencia, en la mayor medida permitida por la ley, a las disposiciones, derechos y beneficios de la sección 1542 del Código Civil de California, o cualquier otra disposición similar en virtud de la ley federal o estatal que esté destinada a limitar el alcance de una exención general. Los Demandantes Héctor Mario Gastelum, Guadencio Blanco Ramos y Krismell Soto Dos Santos, por sí mismos, han leído la sección 1542 del Código Civil del estado de California, que establece lo siguiente:

UNA EXENCIÓN GENERAL NO SE EXTIENDE A LAS RECLAMACIONES QUE EL ACREEDOR O LA PARTE EXIMENTE NO CONOCE O SOSPECHA QUE EXISTEN A SU FAVOR EN EL MOMENTO DE LA FIRMA DE LA EXENCIÓN Y QUE, DE HABER SIDO CONOCIDAS POR LA MISMA, HABRÍAN TENIDO UN EFECTO SUSTANCIAL SOBRE SU CONCILIACIÓN CON EL DEUDOR O LA PARTE EXIMIDA.

76. Los Demandantes Héctor Mario Gastelum, Guadencio Blanco Ramos y Krismell Soto Dos Santos entienden que la Sección 1542 otorga el derecho de no renunciar a las reclamaciones existentes de las que actualmente no tienen conocimiento, a menos que decidan voluntariamente renunciar a este derecho. Después de haber sido informados, los Demandantes Héctor Mario Gastelum, Guadencio Blanco Ramos y Krismell Soto Dos Santos, no obstante, renuncian voluntariamente a los derechos descritos en la Sección 1542 y eligen asumir todos los riesgos por las reclamaciones que ahora existen a su favor, sean conocidas o desconocidas. La exención de las reclamaciones de los Demandantes en la Fecha de Entrada en Vigencia y el financiamiento total del Monto Total de la Conciliación y todos los impuestos de nómina del empleador adeudados sobre los Pagos Individuales del Grupo, según se establece en este Párrafo, es una condición suspensiva para la formalización de este Acuerdo de Conciliación (“Exención General de los Demandantes”). La Exención General de los Demandantes no se aplica al Demandante Ángel Contreras Luna y esta Conciliación no extingue ninguna reclamación por despido ilícito, represalia o

discriminación relacionada que pueda tener contra los Demandados.

77. Anexos incorporados como referencia. Las estipulaciones de este Acuerdo de Conciliación incluyen las estipulaciones establecidas en cualquier Anexo adjunto, que se incorporan como referencia como si formaran parte integral del presente. Cualquier Anexo a este Acuerdo de Conciliación es una parte integral de la Conciliación.

78. Acuerdo íntegro. Este Acuerdo de Conciliación y cualquier Anexo adjunto constituyen la totalidad de las estipulaciones de la conciliación de las Partes. Ningún otro acuerdo escrito u oral anterior o contemporáneo puede considerarse vinculante para las Partes. Las Partes reconocen expresamente la Sección 1625 del Código Civil de California y la sección 1856(a) del Código de Procedimiento Civil de California, que establecen que un acuerdo escrito debe interpretarse según sus términos y no puede variarse ni contradecirse mediante pruebas extrínsecas, y las Partes acuerdan que ninguna de dichas declaraciones o disposiciones extrínsecas orales o escritas modificará, variará o contradirá las disposiciones de este Acuerdo de Conciliación.

79. Enmienda o modificación. Ninguna enmienda, cambio o modificación a este Acuerdo de Conciliación será válida, a menos que se realice por escrito y sea firmada, ya sea por las Partes o sus abogados, y aprobada por el Tribunal.

80. Autorización para celebrar un Acuerdo de Conciliación. Los abogados de todas las Partes garantizan y declaran que están expresamente autorizados por las Partes a las que representan para negociar este Acuerdo de Conciliación y para tomar todas las medidas apropiadas requeridas o permitidas por dichas Partes de conformidad con este Acuerdo de Conciliación para efectuar sus estipulaciones y firmar cualquier otro documento requerido para efectuar las estipulaciones de este Acuerdo de Conciliación. Las Partes y sus abogados cooperarán entre sí y harán todo lo posible para efectuar la implementación de la Conciliación. Si las Partes no pueden llegar a un acuerdo sobre la forma o el contenido de cualquier documento necesario para implementar la Conciliación, o sobre cualquier disposición complementaria que pueda ser necesaria para efectuar las disposiciones de esta Conciliación, las Partes pueden solicitar la asistencia del Tribunal para resolver dicho desacuerdo.

81. Vinculación sobre sucesores y cesionarios. Este Acuerdo de Conciliación será vinculante y redundará en beneficio de los sucesores o cesionarios de las Partes del presente, según se definió

1 anteriormente.

2 82. La ley de California rige. Todas las estipulaciones de este Acuerdo de Conciliación y sus
3 Anexos se regirán e interpretarán de acuerdo con las leyes del estado de California.

4 83. Formalización y ejemplares. Este Acuerdo de Conciliación está sujeto únicamente a la
5 firma de todas las Partes. Sin embargo, el Acuerdo de Conciliación puede firmarse en uno o más
6 ejemplares. Todos los ejemplares firmados y cada uno de ellos, incluidos los electrónicos (p. ej.,
7 DocuSign), facsímil y copias escaneadas de la página de firmas, se considerarán un solo instrumento.

8 84. Reconocimiento de que la Conciliación es justa y razonable. Las Partes consideran que este
9 Acuerdo de Conciliación es una conciliación justa, adecuada y razonable de las Demandas y han llegado a
10 esta Conciliación después de negociaciones en condiciones de igualdad y en el contexto de litigios
11 mediante contraposición de argumentos, teniendo en cuenta todos los factores pertinentes, presentes y
12 potenciales. Además, las Partes reconocen que cada una está representada por un abogado competente y
13 que han tenido la oportunidad de consultar con su abogado con respecto a la imparcialidad y
14 razonabilidad de esta Conciliación.

15 85. Invalidez de cualquier disposición. Antes de declarar inválida cualquier disposición de este
16 Acuerdo de Conciliación, el Tribunal primero intentará interpretar la disposición como válida en la mayor
17 medida posible de acuerdo con los precedentes aplicables para definir todas las disposiciones de este
18 Acuerdo de Conciliación válidas y con carácter efectivo.

19 86. Renuncia a ciertas apelaciones. Las Partes acuerdan renunciar a las apelaciones y estipular
20 la certificación del grupo para fines de esta Conciliación únicamente; sin embargo, excepto que los
21 Demandantes o los Abogados del Grupo podrán apelar cualquier reducción de los Honorarios y costos de
22 Abogados inferiores a los montos que soliciten al Tribunal, y cualquiera de las partes podrá apelar
23 cualquier orden judicial que altere sustancialmente las disposiciones del Acuerdo de Conciliación.

24 87. Certificación de demanda colectiva solo con fines de conciliación. Las Partes acuerdan
25 estipular la certificación de la demanda colectiva solo para fines de la Conciliación. Si, por algún motivo,
26 no se aprueba la Conciliación, la estipulación para certificación será nula. Además, las Partes acuerdan
27 que la certificación a los fines de la Conciliación no se puede interpretar como una admisión de que la
28 certificación de la demanda colectiva es adecuada en virtud de las normas aplicadas a las mociones de

certificación impugnadas y que este Acuerdo de Conciliación no será admisible en este ni en ningún otro procedimiento como prueba de que (a) una demanda colectiva debe certificarse o (b) los Demandados son responsables ante los Demandantes o cualquier Miembro del Grupo, excepto de acuerdo con las estipulaciones de esta Conciliación.

88. Admisión de responsabilidad. Las Partes celebran esta Conciliación para resolver la disputa que ha surgido entre ellas y para evitar la carga, los gastos y el riesgo que supone continuar con el litigio. Al celebrar esta Conciliación, los Demandados no admiten, y específicamente niegan, haber violado cualquier ley federal, estatal o local; haber violado cualquier reglamentación o pauta promulgada de conformidad con cualquier estatuto o cualquier otra ley, reglamentación o requisito legal aplicable; haber violado cualquier contrato; haber violado o infringido cualquier deber; haber participado en cualquier falsedad o engaño; o haber participado en cualquier otra conducta ilegal con respecto a sus empleados. Ni este Acuerdo de Conciliación, ni ninguna de sus estipulaciones o disposiciones, ni ninguna de las negociaciones relacionadas con él, se interpretarán como un instrumento mediante el cual los Demandados admitan haber cometido tales violaciones o incumplimiento de cualquier ley aplicable. Excepto según sea necesario en un procedimiento para hacer cumplir los términos de esta Conciliación, este Acuerdo de Conciliación y sus términos y disposiciones no se ofrecerán ni recibirán como prueba en ninguna acción o procedimiento para establecer cualquier responsabilidad o admisión por parte de los Demandados o para establecer la existencia de cualquier condición que constituya una violación o un incumplimiento de la ley federal, estatal, local u otra ley aplicable.

89. Comentarios públicos: Los Demandantes y los Abogados del Grupo no harán ninguna divulgación pública de la Conciliación, el Acuerdo de Conciliación hasta después de la presentación de la moción para la Aprobación Preliminar de la Conciliación. Los Demandantes y sus abogados declaran que no han realizado dicha divulgación. A partir de entonces, los Abogados del Grupo y los Demandantes acuerdan no publicitar las estipulaciones de esta Conciliación con los medios, incluidos, entre otros, cualquier periódico, revista, sitio web o periodista de conciliaciones en línea o en cualquier sitio web.

90. Renuncia. El hecho de que una de las Partes renuncie a exigir el cumplimiento de una condición o convenio contenido en este Acuerdo de Conciliación o de que no ejerza un derecho o recurso de reparación no se considerará que significa o constituye una renuncia adicional de dicha parte a exigir el

1 cumplimiento del mismo o de cualquier otra condición, convenio, derecho o recurso.

2 91. Acciones de cumplimiento. En caso de que una o más de las Partes inicien cualquier acción
3 legal u otro procedimiento contra cualquier otra Parte o Partes para hacer cumplir las estipulaciones de
4 esta Conciliación o para declarar derechos u obligaciones en virtud de esta Conciliación, la Parte o las
5 Partes ganadoras tendrán derecho a recuperar de la Parte o las Partes no exitosas los honorarios y costos
6 razonables de abogados, incluidos los honorarios de testigos periciales asumidos en relación con cualquier
7 acción de cumplimiento.

8 92. Preparación mutua. Las Partes han tenido la oportunidad plena de negociar los términos y
9 condiciones de este Acuerdo de Conciliación. En consecuencia, este Acuerdo de Conciliación no se
10 interpretará más estrictamente contra una parte que contra otra simplemente por el hecho de que puede
11 haber sido preparado por un abogado para una de las Partes, reconociendo que, debido a las negociaciones
12 en igualdad de condiciones entre las Partes, todas las Partes han contribuido a la elaboración de este
13 Acuerdo de Conciliación.

14 93. Representación por parte de los Abogados. Las Partes reconocen que han sido
15 representadas por abogados durante todas las negociaciones que precedieron a la firma de este Acuerdo de
16 Conciliación, y que este Acuerdo de Conciliación ha sido firmado con el consentimiento y asesoramiento
17 de abogados. Además, los Demandantes y los Abogados del Grupo garantizan y declaran que no pesa
18 gravamen alguno sobre el Acuerdo de Conciliación.

19 94. Todas estipulaciones están sujetas a la aprobación final del Tribunal. Todos los montos y
20 procedimientos descritos en este Acuerdo de Conciliación estarán sujetos a la aprobación definitiva del
21 Tribunal.

22 95. Cooperación y formalización de documentos necesarios. Todas las Partes cooperarán de
23 buena fe y firmarán todos los documentos en la medida en que sea razonablemente necesario para efectuar
24 las estipulaciones de este Acuerdo de Conciliación.

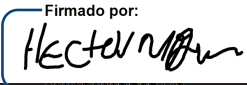
25 96. Acuerdo vinculante. Las Partes garantizan que comprenden y tienen plena autoridad para
26 celebrar este Acuerdo de Conciliación, y además tienen la intención de que este Acuerdo de Conciliación
27 sea completamente exigible y vinculante para todas las partes, y acuerdan que será admisible y estará
28 sujeto a divulgación en cualquier procedimiento para hacer cumplir sus estipulaciones, sin perjuicio de

cualquier disposición de confidencialidad de mediación que de otro modo podría aplicarse en virtud de la ley federal o estatal.

LO ESTIPULADO EN EL PRESENTE REFLEJA EL DESEO E INTENCIÓN DE LAS PARTES.

Fecha: 4/15/2025

DEMANDANTE

Firmado por: 

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Héctor Mario Gastelum

Fecha: 4/15/2025

DEMANDANTE

Firmado por: 

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Guadencio Blanco Ramos

Fecha: 4/15/2025

DEMANDANTE

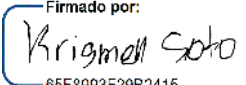
Signed by: 

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Ángel Contreras Luna

Fecha: 3/7/2025

DEMANDANTE

Firmado por: 

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Krigmell Soto Dos Santos

Fecha:

DEMANDADO

Aclaración de firma del firmante autorizado

LA Plaza Market, LLC

Fecha:

DEMANDADO

Aclaración de firma del firmante autorizado

JE&E Chavez, LLC

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APROBADO EN CUANTO A LA FORMA

CAPSTONE LAW APC

Fecha: March 10, 2025 Por: _____
Raúl Pérez
Abogados de la Demandante Krismell Soto Dos Santos

LAWYERS *FOR* JUSTICE, PC

Fecha: _____ Por: _____
Edwin Aiwazian
Abogados de la Demandante Krismell Soto Dos Santos

BENOWITZ LAW CORPORATION

Fecha: 4/16/2025 Por: _____
DocuSigned by:
Louis Benowitz
B923A767BB9A4EC...
Louis Benowitz
Abogados de los Demandantes Héctor Mario Gastelum,
Guadencio Blanco Ramos y Ángel Contreras Luna

PORTER | SCOTT APC

Fecha: _____ Por: _____
Dylan de Wit
Abogados de los Demandados La Plaza Market, LLC y
JE&E Chavez, LLC

Date: March 4, 2025

I, José Fernando Arismendy Espinal, a translator fluent in the English and Spanish languages, on behalf of Planet Depos, do solemnly and sincerely declare that the following is, to the best of my knowledge and belief, a true and correct translation of the documents listed below in a form that reflects the intention and meaning of the original text.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

The documents are designated as:

- 2025 02-13 Long-Form Settlement Agreement (La Plaza)

José Fernando Arismendy
Signature

José Fernando Arismendy Espinal
Print

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

By: _____

Raul Perez
Attorneys for Plaintiff Krismell Soto Dos Santos

LAWYERS *FOR* JUSTICE, PC

Dated: _____

By: _____

Edwin Aiwarzian
Attorneys for Plaintiff Krismell Soto Dos Santos

BENOWITZ LAW CORPORATION

Dated: 4/16/2025

By: _____

Louis Benowitz
Attorneys for Plaintiffs Hector Mario Gastelum,
Guadencio Blanco Ramos, and Angel Contreras Luna

PORTER | SCOTT APC

Dated: _____

By: _____

Dylan de Wit
Attorneys for Defendants La Plaza Market, LLC and
JE&E Chavez, LLC

EXHIBIT A

Gastelum v. La Plaza Market LLC, No. STK-CV-UOE-2023-0010435
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN JOAQUIN
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former non-exempt, hourly-paid employees of Defendants La Plaza Market, LLC and JE&E Chavez, LLC (together, the “Defendants”) in California at any time during the period from October 2, 2019 through May 30, 2024 (“Class Members”).

All current and former non-exempt, hourly-paid employees of Defendants in California at any time during the period from October 2, 2022 through May 30, 2024 (“PAGA Members”).

On _____, the Honorable Barbara Kronlund of the San Joaquin County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

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

The above estimates are based on Defendants’ records showing that **you worked _____ Workweeks** during the Class Period and **you worked _____ Workweeks** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period or during the PAGA Period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ _____. If you believe the Workweek information provided above is incorrect, you must submit a written dispute to the Settlement Administrator to dispute the calculation. A written dispute must contain: (a) the case name and number of the Actions; (b) your full name, address, telephone number, signature, and last four digits of your Social Security number; and (c) a statement setting forth the number of Workweeks during the Class Period and PAGA Period (if any) that you contend is correct and attach any relevant documentation in support thereof. All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o _____
Fax No. _____

If you dispute the information stated above, Defendants’ records will control unless you are able to provide documentation that establishes otherwise.

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Participating Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [] [].m. on [], 2025 in Department [] of the San Joaquin County Superior Court located at 180 E. Weber Avenue, Stockton, California 95202.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit **[settlement website]** for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

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 deemed a "Participating Class Member," and will be eligible for a payment from the Net Settlement Amount and, if you are also a PAGA Member, the PAGA Member Payment. In exchange, you will be bound by the terms of the proposed Class Settlement and give up your right to assert the Released Class Claims against Defendants based on the same facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don't want to participate in the proposed Class Settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Amount and will not be bound by the terms of the proposed Class Settlement. You cannot opt-out of the proposed PAGA Settlement. PAGA Members remain eligible to receive a payment from the PAGA Member Payment and must give up their rights to pursue the Released PAGA Claims against Defendants based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class Settlement, but not the PAGA Settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department [] of the San Joaquin County Superior Court located at 180 E. Weber Avenue, Stockton, California 95202. 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. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Amount and PAGA Member Payment (if applicable) and you will be bound by the terms of the Settlement and Released Class Claims and Released PAGA Claims (if applicable).

Summary of the Litigation

Plaintiffs Hector Mario Gastelum, Guadencio Blanco Ramos, Angel Contreras Luna, and Krismell Soto Dos Santos (collectively, the "Plaintiffs"), on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) failure to pay overtime wages; (2) failure to provide meal periods and/or pay meal period premiums; (3) failure to provide rest periods and/or pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide accurate, itemized wage statements; (8) failure to

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

keep requisite payroll records; (9) failure to reimburse business expenses; and (10) violation of California's unfair competition law.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On May 30, 2024, the parties participated in a mediation with Mark LeHocky, Esq., an experienced and well-respected class action mediator. With Mr. LeHocky's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Benowitz Law Corporation; Capstone Law APC; and Lawyers *for* Justice, PC (collectively, "Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$795,000. This amount is inclusive of: (1) Individual Class Payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$10,000, each, to Hector Mario Gastelum, Guadencio Blanco Ramos, Angel Contreras Luna, and Krismell Soto Dos Santos; (3) \$265,000 in attorneys' fees and up to \$30,000 in litigation costs and expenses; (4) a \$60,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$45,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$15,000 payment ("PAGA Member Payment") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$[REDACTED]. After deducting the above payments, a total of approximately \$[REDACTED] will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Amount"). Additionally, all PAGA Members will receive a proportional share of the \$15,000 PAGA Member Payment, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Amount. Defendants will calculate the total number of Workweeks worked by each Class Member from October 2, 2019 through May 30, 2024 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Amount, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Amount will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Class Share will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions ("Individual Class Payment"). If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Amount according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

Payments from PAGA Member Payment. Defendants will calculate the total number of Workweeks worked by each PAGA Member from October 2, 2022 through May 30, 2024 ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Member Payment, the Settlement Administrator will use the following formula: The PAGA Member

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Payment will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the “PAGA Workweek Value.” Each PAGA Member’s share of the PAGA Member Payment will be calculated by multiplying each individual PAGA Member’s total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the Released PAGA Claims and the PAGA Member will receive their portion of the PAGA Member Payment even if they submits a valid Request for Exclusion.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to Participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the Class Settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Class Settlement. For purposes of this settlement, 20% of each Individual Class Share will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Individual PAGA Payments will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Parties from the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

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

Participating Class Members’ Release of the Released Class Claims: Upon the Effective Date and full funding of the Total Settlement Amount and all employer payroll taxes owed on the Individual Class Payments, Plaintiffs and Class Members who do not submit a timely and valid Request for Exclusion (i.e., Participating Class Members) will be deemed to have fully, finally, and forever released settled, compromised, relinquished, and discharged all Released Parties from the Released Class Claims. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages arising during the Class Period, as alleged in the Action and resolved by this Settlement.

“Released Class Claims” means all claims under state, federal, or local law, arising during the Class Release Period out of the claims expressly pleaded in the Actions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Actions for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California’s unfair competition law under Business and Professions Code Sec. 17200, et seq., based on the aforementioned. Participating Class Members do not release any other claims, including claims for vested benefits,

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

PAGA Members' Release of the Released PAGA Claims: Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, and the State of California will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from the Released PAGA Claims. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the violation of civil penalties arising during the PAGA Period, as alleged in the Action and resolved by this Settlement.

"Released PAGA Claims" means any and all claims for civil penalties under the California Private Attorneys General Act, California Labor Code section 2698, *et seq.*, pled or which could have been pled against Released Parties based on the factual allegations described in the PAGA Notices and only to the extent that they are expressly pleaded in the Actions, including but not limited to violations of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including inter alia, Wage Orders 4-2001, and 7-2001 arising during the PAGA Period as to the Aggrieved Employees ("Released PAGA Claims"). The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement ("Request for Exclusion"). The written request for exclusion must: (a) contain the case name and number of the Actions; (b) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be returned to the Settlement Administrator at the address listed below; and (e) clearly state that the Class Member does not wish to be included in the Settlement.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than [insert date of Response Deadline]. If you submit a Request for Exclusion which is not postmarked or faxed by [insert date of Response Deadline], your Request for Exclusion will be rejected, and you will be included in the Class Settlement.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not receive an Individual Class Payment.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive an Individual PAGA Payment.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement ("Notice of Objection"), or you may instead appear at the Final Fairness Hearing to object to the Settlement. Notice of Objections must provide: (a) the case name and number of the Actions; (b) the objector's full name, signature, address, and telephone number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents upon which the

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

objection is based; and (e) a statement whether the objector intends to appear at the final fairness hearing. The objection must be mailed or faxed to the administrator at [administrator's address].

All Notice of Objections must be received by the administrator by not later than [insert date of Response Deadline]. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of San Joaquin and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims (if applicable).

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS' ATTORNEYS WITH INQUIRIES.

EXHIBIT 2