

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Diego Aviles (SBN 315533)
diego.aviles@wilshirelawfirm.com
Harry Erganyan (SBN 333091)
harry.erganyan@wilshirelawfirm.com
Mariam Nazaretyan (SBN 334154)
mariam.nazaretyan@wilshirelawfirm.com
Emily K. Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ALBERTO ACOSTA, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

ROXFORD PRODUCE INTERNATIONAL,
LLC DBA VALLARTA SUPERMARKETS, a
California limited liability company; and DOES
1 through 10, inclusive,

Defendants.

Case No.: 23STCV28669

[Related Case No. 24STCV01103]

*[Assigned for All Purposes to the Hon. Laura
A. Seigle, Dept. 17]*

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Preliminary Approval Hearing:

Date: May 14, 2026

Time: 9:00 a.m.

Dept: 17

Action Filed: November 21, 2023

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiff Alberto Acosta (hereinafter “Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge of all the facts set forth herein.
2. I submit this Declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

3. On November 9, 2023, Plaintiff provided written notice to the LWDA and Defendant of the specific provisions the Labor Code alleged to have been violated, including the facts and theories in support. A true and correct copy of Plaintiff's PAGA notice to the LWDA and Defendant is attached hereto as **Exhibit 1**. The LWDA did not notify Plaintiff that it intended to investigate within 65 days of this written notice.

5. On November 5, 2024, the Court denied Defendant's Motion to Compel Arbitration of Plaintiff's Individual Claims and to Dismiss Class Claims in the Class Action and denied Defendant's Motion to Compel Arbitration of Plaintiff's Individual Claim and Stay Representative PAGA Action in the PAGA Action. On January 21, 2025, Defendant filed a Notice of Appeal of

1 the Court’s ruling on Defendant’s Motion to Compel Arbitration of Plaintiff’s Individual Claims
2 and to Dismiss Class Claims in the Class Action, Second Appellate District Case No. B343475
3 (“Class Appeal”). On January 22, 2025, Defendant filed a Notice of Appeal of the Court’s ruling
4 on Defendant’s Motion to Compel Arbitration of Plaintiff’s Individual Claim and Stay
5 Representative PAGA Action in the PAGA Action, Second Appellate District Case No. B343490
6 (“PAGA Appeal”).

7 6. On July 7, 2025, the Parties participated in a private full-day mediation with
8 mediator, Michael D. Young. The negotiations were adversarial, conducted at arm’s length, and
9 tempered by the efforts of both sides to serve the interests of their clients. The Parties subsequently
10 accepted the mediator’s proposal and agreed upon general settlement terms. The Parties
11 memorialized their agreement in a Memorandum of Understanding in November 2025.

12 7. On January 7, 2026, the Court granted the Parties request to stay the PAGA Appeal.
13 On February 24, 2026, the Court granted the Parties request to stay the Class Appeal.

14 8. The Parties negotiated the terms of the Settlement over the next few months, and in
15 March 2026, the Parties fully executed the Class Action and PAGA Settlement Agreement. A true
16 and correct copy of the fully executed Class Action and PAGA Settlement Agreement (“Settlement
17 Agreement”) is attached hereto as **Exhibit 2**. Attached thereto as **Exhibit A** is a true and correct
18 copy of the Parties’ proposed Class Notice. A true and correct copy of the Settlement Agreement
19 redlined against the Los Angeles Superior Court’s Model Class Action and PAGA Settlement
20 Agreement upon which it was based is attached hereto as **Exhibit 3**. On April 14, 2026, Plaintiff
21 submitted a copy of the Settlement Agreement to the LWDA. A true and correct copy of the
22 confirmation of submission my office received after submitting the Settlement Agreement to the
23 LWDA is attached hereto as **Exhibit 4**.

24 **Investigation and Exposure Analysis**

25 9. Prior to attending mediation, Plaintiff’s Counsel thoroughly investigated the claims,
26 applicable law, and potential defenses. Plaintiff’s Counsel assessed the value of the class claims
27 using the data and documents Defendant produced in informal discovery. The data and documents
28 produced by Defendant included the number of Class Members and Aggrieved Employees, the

1 number of workweeks in the Class Period, and the number of pay periods in the PAGA Period, the
2 average rate of pay, Plaintiff's personnel file, Defendant's written wage-and-hour policies, and a
3 50% sampling of Class Members' time and payroll records spanning approximately six (6) years.
4 Plaintiff's Counsel engaged an expert to quantify the potential exposure using the time and payroll
5 records, and then assessed the risks associated with each claim meriting reductions in the likely
6 success at class certification and likely recovery at trial.

7 10. Defendant's records show there are approximately 409 Class Members, making
8 joinder of all Class Members impracticable. Further, given the size and amount of each Class
9 Members' claim, Class Members have little incentive to litigate their claims on an individual basis
10 because the out-of-pocket expenses and personal commitment necessary to litigate each claim
11 likely outweigh any potential recovery.

12 11. Plaintiff has alleged that Defendant maintained common employment policies
13 and/or practices that unlawfully deprived Class Members of wages, meal periods, rest periods,
14 reimbursement for business expenses, accurate wage statements, timely payment of wages upon
15 separation of employment, and timely production of employment records. These allegations
16 present common factual and legal questions of, *inter alia*, whether Defendant applied the same
17 scheduling, timekeeping, pay, meal period, rest period, reimbursement, and employment record
18 production policies to all Class Members, whether these policies and practices resulted in Labor
19 Code violations, whether Defendant's conduct was intentional, and whether Class Members are
20 entitled to damages and/or penalties. These common questions could be resolved using Class
21 Members' time records, payroll records, testimony from Defendant's designated representative(s),
22 and Class Members' testimony.

23 12. Although the exposure Plaintiff's Counsel calculated is substantial, the various risks
24 at succeeding at class certification and through trial affected the valuation of the claims for
25 settlement purposes. Based on an analysis of the facts and legal contentions in this case, documents
26 and information from Defendant, Plaintiff's Counsel evaluated Defendant's maximum exposure.
27 Plaintiff's Counsel took into account the risk of not having the claims certified and the risk of not
28 having prevailed at trial, even if the claims are certified. After using the data Defendant provided,

1 including class member timekeeping and payroll records, as well as class member demographics,
2 with the assistance of a statistics expert, Plaintiff's Counsel created a damages model to evaluate
3 the realistic range of potential recovery for the class.

4 13. Minimum and Overtime Wages: Plaintiffs' unpaid minimum and overtime wage
5 claims were based on the allegation that Defendant required Class Members to perform work
6 duties while off the clock, without compensation. For example, Plaintiff alleged that Defendant
7 required him and other Class Members to line up and wait in line to clock in for every shift,
8 without compensation. Based on these allegations, Plaintiffs' Counsel conservatively estimated
9 that Class Members worked one (1) hour off the clock per week in calculating potential exposure
10 for these claims to be approximately \$782,159.94 (25,611 workweeks x \$20.36 average hourly
11 rate of pay x 1.00 hour/workweek x 1.5 overtime rate of pay). Because this claim would have
12 relied heavily on Class Member testimony and would not be evidenced in Defendant's time and
13 payroll records, the risk of succeeding at class certification was substantial. Accordingly,
14 Plaintiffs' Counsel applied a risk discount based on a 40% chance of succeeding at class
15 certification and a 40% chance of succeeding at trial on the merits, yielding a realistic damage
16 estimate of approximately \$125,145.59 (\$782,159.94 x 40% x 40%).

17 14. Meal Periods: Plaintiff's meal period claim was based on the allegation that
18 Defendant failed to provide Class Members with legally compliant meal periods or pay meal
19 period premiums in lieu thereof. Plaintiff's Counsel's expert found a facial violation rate of
20 approximately 8.3% in Defendant's time and payroll records for shifts greater than five (5)
21 hours. Therefore, potential liability for the meal period claims is approximately \$191,620.56
22 (113,393 shifts greater than 5 hours x \$20.36 hourly rate x 8.3% violation rate). However,
23 Defendant argued that Class Members were covered by meal period waivers. Accordingly,
24 Plaintiff's Counsel applied a risk discount based on a 50% chance of succeeding at class
25 certification and a 40% chance of succeeding at trial on the merits, yielding a realistic damage
26 estimate of approximately \$38,324.11 (\$191,620.56 x 50% x 40%).

27 15. Rest Periods: Plaintiff's rest period claim was based on the allegation that
28 Defendant failed to provide Class Members with legally compliant rest periods or pay rest

1 period premiums in lieu thereof. For example, Plaintiff alleged that Defendant failed to provide
2 him and other Class Members with timely uninterrupted rest periods of at least 10 minutes due
3 to heavy workloads and quotas imposed on them by Defendant and constant monitoring by
4 Defendant of their productivity. Based on these allegations, Plaintiff's Counsel applied a 100%
5 violation rate to all shifts of 3.5 hours or longer. Therefore, potential liability for the rest period
6 claims is approximately \$2,352,577.64 (115,549 shifts of 3.5 hours or longer x \$20.36 hourly
7 rate x 100% violation rate). However, Plaintiff's Counsel discounted this figure to account for
8 the difficulty of certifying and proving rest period claims, particularly because rest periods do
9 not have to be recorded, and to account for the possibility of Class Members voluntarily
10 choosing to forego a rest period. Because this claim would have relied exclusively on Class
11 Member testimony, Plaintiff's Counsel discounted this claim based on a 30% chance of
12 succeeding at class certification and a 20% chance of succeeding at trial, yielding a realistic
13 damage estimate of approximately \$141,154.66 (\$2,352,577.64 x 30% x 20%).

14 16. Reimbursements: Plaintiff's reimbursement claim was based on the allegation
15 that Defendant failed to indemnify Class Members for expenses incurred as a direct result of
16 performing their job duties for Defendant. For example, Plaintiff alleged that Defendant
17 required him and other Class Members to launder their mandatory work uniforms to purchase
18 mandatory gear to work at Defendant's warehouse, such as steel toe boots. For purposes of
19 calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class,
20 Plaintiff's Counsel estimated that Defendant was liable to each class member for \$30 per month,
21 or \$7.50 per workweek, in unreimbursed expenses, for a total amount of approximately
22 \$192,082.50 (\$7.50 x 25,611 workweeks). Plaintiff's Counsel discounted this figure based on
23 an evaluation of a 30% chance of succeeding at class certification and a 30% chance of
24 succeeding at trial to account for the difficulty of certifying and proving expense reimbursement
25 claims, yielding a realistic damage estimate of approximately \$17,287.43 (\$192,082.50 x 30%
26 x 30%).

27 17. In sum, Plaintiff's Counsel estimated that Plaintiff's maximum recovery for the
28 off-the-clock claim, meal period violations, and rest period violations (i.e., the wage claims) is

1 approximately \$3.3 million, but after factoring in the risk and uncertainty of certification and
2 prevailing at trial, Plaintiff's Counsel estimates that Plaintiff's realistic estimated recovery for
3 these non-penalty wage claims is approximately \$304,624.36.

4 18. Derivative Penalties: Plaintiff alleged that as a result of Defendant's failure to
5 pay all wages owed, Defendant owed waiting time penalties and wage statement penalties. With
6 respect to Plaintiff's derivative claims for statutory penalties, Plaintiff's Counsel estimated that
7 Defendant's realistic potential liability is approximately \$106,467.01. Defendant's maximum
8 potential liability for waiting time penalties is approximately \$1,030,450.14 ([207 employees x
9 \$20.36 hourly rate x 8.00 hours/day x 30 days] + [207 employees x \$20.36 hourly rate x 0.10
10 hours of overtime/day x 1.5 overtime rate x 30 days]) based on approximately 207 formerly
11 employed class members during the 3-year statute of limitations period and an average shift
12 length of 8.10 hours. Defendant's maximum potential liability for inaccurate wage statements
13 is approximately \$744,000.00 (186 employees x \$4,000.00 statutory maximum) based on
14 approximately 186 class members who worked during the 1-year statute of limitations period
15 and approximately 11,410 pay periods in that statutory timeframe. In light of the foregoing,
16 Plaintiff's Counsel believes that it would be unrealistic to expect the Court to award the full
17 \$1,774,450.14 in statutory penalties given Defendant's defenses, the contested nature of
18 Plaintiff's claims, the challenges of establishing willfulness as applicable, and the discretionary
19 nature of penalties. Considering that the underlying wage claims are realistically estimated to
20 be approximately \$304,624.36, such a disproportionate award would also raise due process
21 concerns. As such, Plaintiff's counsel discounted these figures to account for the risk and
22 uncertainty of obtaining class certification and prevailing at trial, resulting in a realistic
23 evaluation of approximately \$61,827.01 for waiting time penalty claims (\$1,030,450.14 x 30%
24 x 20%), and approximately \$44,640.00 for wage statement penalty claims (\$744,000.00 x 30%
25 x 20%), or approximately \$106,467.01 total for statutory penalties.

26 19. PAGA: For the PAGA claim, Plaintiff's Counsel determined that Defendant's
27 potential exposure could potentially reach \$1,151,700.00, assuming the initial \$100 penalty
28 would apply for each of the 11,517 pay periods in the PAGA Period. However, even assuming

success on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of reasons, including where to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory. As such, Plaintiff's counsel discounted this figure to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately \$115,170.00 for PAGA penalties ($\$1,151,700.00 \times 10\%$). The settlement allocates \$25,000.00 of the Gross Settlement Amount to PAGA, therefore the PAGA allocation amounts to nearly 5% of the Gross Settlement Amount and approximately 22% of the realistic maximum damages for PAGA penalties ($\$25,000.00 / \$115,170.00$).

20. Using these estimated figures, Plaintiff's Counsel predicted that the realistic maximum recovery for all claims, including penalties, would be approximately \$543,548.80. This means that the gross settlement figure represents approximately 94% of the realistic maximum recovery (\$512,220.00 / \$543,548.80). Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class. Indeed, because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

21. Based on the figures in the Settlement Agreement, the Net Settlement Amount available for class settlement payments is currently estimated to be \$267,890.00 for approximately 409 Class Members. As a result, each Settlement Class Member would be eligible to receive an average net benefit of approximately \$654.99. Based on the estimated Net Settlement Amount available for individual class payments and there being approximately 25,611 workweeks in the Class Period, the estimated weekly valuation for individual class payments is \$10.46 ($\$267,890.00 / 25,611$ workweeks).

Plaintiff's Counsel's Qualifications

22. Plaintiff is represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

23. WLF was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing

1 employees in both individual and class actions in both state and federal courts throughout
2 California.

3 24. WLF is qualified to handle this litigation because its attorneys are experienced in
4 litigating Labor Code violations in individual, class action, and representative action cases. WLF
5 has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as
6 class actions involving consumer rights and data privacy litigation.

7 25. I graduated from the University of California, Santa Barbara with High Honors in
8 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
9 School in 1996.

10 26. Upon graduating from law school in 1996, I worked for a boutique law firm
11 practicing general litigation which included employment law matters. Since 2000 (that is, the last
12 25 years) my practice has been exclusively focused on labor and employment matters including
13 handling wage and hour class, collective and representative actions (including the California
14 Private Attorneys General Act, or “PAGA”), including in the international law firms of Morgan,
15 Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a
16 partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright
17 LLP (where I was a partner) and Seyfarth Shaw LLP (where I was a partner and member of the
18 Wage and Hour Practice Group). During my time at these law firms, I was the primary attorney or
19 took a major leading role in defending employers on numerous wage and hour class, collective and
20 representative actions.

21 27. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire
22 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
23 hour class and representative actions litigating such matters on behalf of plaintiff employees in
24 numerous Superior Courts and District Courts. From matters representing both plaintiffs and
25 defendants, I have successfully mediated the resolution of many wage and hour class, collective,
26 and representative actions. Just since starting to settle cases in late April 2023 I have already
27 successfully mediated matters in which I have been counsel or co-counsel resulting in **well over**
28 **\$235 million** in settlements and verdicts which are in the process of being finalized, and with

1 numerous upcoming mediations scheduled. In those, and numerous other matters, I have managed
2 and assisted with the litigation and settlement of many wage and hour PAGA and class actions. In
3 those actions, I performed similar tasks as those performed in the course of prosecuting this action.
4 Indeed, I recently tried and prevailed in achieving a jury verdict in a wage and hour class action in
5 the matter of *Aguilar-Flores v. Javier's – CC LLC*, Los Angeles County Superior Court, Case No.
6 19STCV36438 (settled after verdict).

7 28. I have received numerous awards for my legal work. For example, from 2015 to
8 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters).
9 I have also served on numerous prominent boards and in other leadership positions, including
10 serving as Southern California Regional President for the Hispanic National Bar Association and
11 on the board of directors of the Mexican American Bar Foundation. I also previously served on the
12 5-member Los Angeles Civil Service Commission, which generally oversees the personnel
13 decisions for the City of Los Angeles.

14 29. I have also published numerous blogs on labor and employment issues including on
15 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
16 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really
17 Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with
18 Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a
19 presenter involving the “Employment Law Update” at a National Employment Law Council
20 conference.

21 30. Samantha A. Smith (“Ms. Smith”) was a Senior Attorney at WLF where her practice
22 was focused on managing wage and hour class action and PAGA settlements. Ms. Smith was
23 admitted to the California Bar in December of 2004, and received a J.D. from University of
24 California, Hastings College of the Law and a Bachelor of Arts from University of California,
25 Davis. Ms. Smith has dedicated her 21-year career to plaintiffs’-side class action litigation. Her
26 wealth of experience includes successful work on all stages of class action litigation, including
27 class action appeals, class certification motions, and class settlements. See, e.g., *Blue Diamond*
28 *Growers Product Labeling Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false

1 advertising of Blue Diamond food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050
2 (Santa Clara County Superior Court) (employee data breach); *Overton v. Armour-Eckrich Meats,*
3 *LLC*, Case No. CIVDS1501325 (San Bernardino County Superior Court) (unpaid wages, meal
4 period and rest break claims, and PAGA violations for non-exempt employees); *DeLeon et al. v.*
5 *Westlake Services, LLC*, Case No. BC 526750 (Los Angeles County Superior Court) (unpaid
6 overtime, meal period and rest break claims for call center employees); *Sawyer v. Retail Data,*
7 *LLC*, Case No. 30-2014-00753767-CU-OE-CXC (Orange County Superior Court) (unpaid wage
8 and rest break claims for piece rate workers); *Nguyen v. Pharmerica Corporation et al.*, Case No.
9 30-2014-00716072-CU-OE-CXC (Orange County Superior Court) (unpaid wages and
10 unreimbursed expenses for pharmacists); *Laumea v. Performance Food Group, Inc.*, Case No.
11 CIVDS1407509 (San Bernardino County Superior Court) (unpaid wages, meal and rest break
12 claims for non-exempt employees); *Durroh v. East West Bank*, Case No. BC528860 (Los Angeles
13 County Superior Court) (overtime claims for failure to include bonuses in regular rate of pay for
14 bank workers); *Gonzalez et al. v. SFFI Company, Inc. et al.*, Case No. CIVDS1504287 (San
15 Bernardino County Superior Court) (unpaid wages, meal period and rest break claims for non-
16 exempt employees).

17 31. Diego Aviles (“Mr. Aviles”) is a Junior Partner at WLF. He graduated from the
18 University of California, Irvine, with a Bachelor of Arts in Political Science as well as a Bachelor
19 of Arts in Criminology, Law, and Society, and received his Juris Doctor from the Santa Clara
20 University School of Law in 2015. During law school, Mr. Aviles was President for the Santa Clara
21 Employment Law Society, Board Member of the Honors Moot Court, and President of the Santa
22 Clara University La Raza Chapter. He clerked for the Equal Employment Opportunity Commission
23 in San Francisco, California, and also worked with the Workers’ Rights Clinic in San Jose,
24 California, among other employment law firms. He was admitted to practice law in the State of
25 California in 2017. Since graduating from law school, he has focused his legal work exclusively
26 on employment matters, including wage-and-hour class action and PAGA representative action
27 litigation, and he has helped obtain dozens of settlements on behalf California workers. He has
28 been appointed Class Counsel numerous times in California and most recently achieved a

published California Appellate opinion in the matter of *Alberto v. Cambrian Homecare, et al.*, 91 Cal.App.5th 482 regarding employment arbitration agreements. He has also been a member of the California Employment Lawyers Association (CELA) since at least 2019.

32. Harry Erganyan (“Mr. Erganyan”) is an Associate Attorney at WLF. He was admitted to practice law in the State of California in 2021. Mr. Erganyan graduated from Loyola Marymount University, with a Bachelor of Arts in Political Science. He received his Juris Doctor from Southwestern Law School. During law school, he externed for the Los Angeles City Attorney. Since January 2021, Mr. Erganyan’s practice has been focused on wage and hour class action litigation.

33. Mariam Nazaretyan (“Ms. Nazaretyan”) is an Associate Attorney at WLF. She was admitted to practice law in the State of California in 2021. Ms. Nazaretyan graduated from Loyola Marymount University with a Bachelor of Arts in Political Science. She received her Juris Doctor from Southwestern Law School. During law school, she was a student editor for the Journal of International Media and Entertainment Law and secretary of the Student Bar Association. Since graduating, Ms. Nazaretyan’s practice has been focused on international humanitarian law and employment law.

34. Emily K. Borman (“Ms. Borman”) is a Junior Partner at Wilshire Law Firm, PLC. She was admitted to practice law in the State of California in May 2015. Ms. Borman graduated from Cornell University with a Bachelor of Science in Development Sociology and a Minor in Applied Economics and Management. While at Cornell she was inducted into the Alpha Kappa Delta International Honor Society. Ms. Borman received her Juris Doctor from University of California Law San Francisco (formerly UC Hastings). Since graduating, her practice has been in employment law, including plaintiff-side wage and hour cases. She has received numerous awards for her legal work. In 2021 and from 2023 to 2025, Super Lawyers selected her as a “Southern California Rising Star.”

35. Courtney M. Miller (“Ms. Miller”) is a Settlement Attorney at WLF. She was admitted to practice law in the State of California in 2019. Ms. Miller graduated from the University of California, Santa Cruz, with a Bachelor of Arts in Sociology. Prior to becoming an

1 attorney, Ms. Miller worked at a boutique civil litigation firm for nearly a decade, primarily
2 handling employment matters. She earned her Juris Doctor from Southwestern Law School in
3 2019. Ms. Miller has prosecuted wage and hour class and PAGA actions, almost exclusively, since
4 2020. As a handling attorney, Ms. Miller obtained over \$30 million dollars in settlements on behalf
5 of California employees.

6 **No Conflicts**

7 36. WLF has no actual or potential conflicts of interest with Class Members or the
8 proposed Administrator, Apex Class Action.

9 37. WLF is not aware of any other pending matter or action against Defendant asserting
10 claims that will be extinguished or adversely affected by this Settlement.

11 **Escalator Clause**

12 38. Before filing this Motion, Plaintiff requested that Defendant confirm whether the
13 escalator clause is triggered and if so, to advise as to Defendant's election. Despite Plaintiff making
14 this inquiry over one (1) week ago and sending two (2) follow-ups, Plaintiff is still awaiting
15 Defendant's reply.

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

18 Executed on April 14, 2026 at Los Angeles, California.

19 
20 _____
21 John G. Yslas

EXHIBIT 1

WILSHIRE LAW FIRM, PLC

3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
www.wilshirelawfirm.com



Bobby Saadian, Esq. JD/MBA

Colin M. Jones, Esq.
Justin F. Marquez, Esq.
John Yslas, Esq.
Tae Kim, Esq.
Jon Teller, Esq.
Johnny Ogata, Esq.
Carolyn Shining, Esq.
Brad Stuckey, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Christina Le, Esq.

Jennifer Leinbach, Esq.
Jeffrey Bils, Esq.
Nathan Kingery, Esq.
Elizabeth Votra, Esq.
Benjamin Haber, Esq.
Ghazaleh Attaran, Esq.
Adam Sherman, Esq.
Jesenia Martinez, Esq.
Arrash Fattahi, Esq.
Jesse Chen, Esq.

November 9, 2023

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Roxford Produce International, LLC
13287 Ralston Ave.
Sylmar, CA 91342
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6362 4790 54

Roxford Produce International, LLC
Attn: Enrique Gonzalez Jr.
12881 Bradley Ave
Sylmar, CA 91342-3828
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6362 4790 92

Amanda C. Koziol, Esq.
Lewis, Brisbois, Bisgaard & Smith, LLP
633 W. 5th St., Ste. 4000
Los Angeles, CA 90071
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6362 4790 61

Re: **Alberto Acosta v. Roxford Produce International, LLC dba Vallarta Supermarkets, et al.**
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Alberto Acosta ("Mr. Acosta" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee's former employers, Roxford Produce International, LLC dba Vallarta Supermarkets ("Vallarta" or "Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and some or potentially all of Employers' Aggrieved Employees.

Mr. Acosta wishes to pursue this action on behalf of Employee as Aggrieved Employees, on behalf of the State of California, as well as on behalf of some or potentially all other persons who worked for Roxford Produce in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Mr. Acosta's Employment with Roxford Produce International, LLC dba Vallarta Supermarkets

Vallarta is a supermarket chain. Employee worked as an order selector. Employee's primary job function was to fill and complete orders placed by Vallarta stores. In performing Employee's

duties, Employee was regularly required to perform work (off-the-clock), without compensation. Due to understaffing and high workloads, Employee was also frequently deprived of an opportunity to take legally compliant meal and rest breaks. Employers failed to provide Employee and other Aggrieved Employees with the meal and rest break premiums they were entitled to under the Labor Code. Additionally, Employee necessarily incurred business-related expenses, such as the use of his personal cellphone, but Employers failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the Employee asserts, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Mr. Acosta is a resident of Mission Hills, California who worked for Employers in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately February 2022 to approximately November 2022.

During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers typically scheduled Employee to work at least five days in a workweek and at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employers terminated Employee's employment, failed to furnish accurate wage statements to Employee, failed to indemnify Employee for business expenditures, and failed to timely produce Employee's requested employment records. As discussed below, Employee's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers at times failed to pay Employee and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at times required Employee and the Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated, by, for example, requiring Employee and the Aggrieved

Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employers at times failed to properly calculate Employee's regular rate of pay when paying overtime, by failing to include all compensation in Employee's overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employee and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged, at times, in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employee worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to "precisely capture time worked" means that "the employer must pay the employee for that worktime when due." (*Id.* at 671.) As a result of Employers' rounding policy, Employee consistently was not compensated at least minimum wage for all hours that Employee worked.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Employers at times wrongfully failed to provide Employee and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employee of Employee's right to, nor permitted Employee to take, all of Employee's second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employee and the Aggrieved Employees, or some of them, in compliance with California law.

Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted. Instead, Employers at times continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period. Accordingly, Employers at times failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

///
///
///
///
///
///
///
///

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employee and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employee and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employee and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay Employee and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

///
///
///
///

///

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employers' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

Employers failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers' failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employers' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employers' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.¹

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue at times to fail, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Employers at times failed to provide proper paid sick leave to Employee and other Aggrieved Employees, or some of them. Employers either failed at times to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employee and other Aggrieved Employees, or some of them, by failing at times to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers' premises) and by failing at times to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

///
///

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Based on information and belief, Employers further failed at times to provide notice of the correct sick leave amount balance available to Employee and other Aggrieved Employees, or some of them, on their wage statements or other written statement.

Based on information and belief, Employers at times failed to put Aggrieved Employees, or some of them, on notice of their paid sick leave rights, thereby failing at times to put their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers at times failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees, or some of them.

Based on information and belief, Employers at times failed to provide notice of sick leave amount balance left for Employee and other Aggrieved Employees, or some of them, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Employee and other Aggrieved Employees, or some of them, would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Employee seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employee and the Aggrieved Employees, or some of them.

In violation of Labor Code section 247.5, Employers at times failed to maintain records documenting the hours worked and paid sick days accrued and used by Employee and Aggrieved Employees, or some of them, permitting the presumption that Employee and these Aggrieved Employees, or some of them, were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers at times further failed and continue at times to fail to comply with Labor Code section 246, by failing to provide Employee and Aggrieved Employees, or some of them, with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

Employers at times unlawfully retained and continue at times to retain paid sick leave that should have been paid but was not, as a result of Employers' failure, at times, to properly institute a paid sick leave program.

On information and belief, Employee alleges that these practices at times were experienced and continue to be experienced at times by other Aggrieved Employees, or some of them.

Employee requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employee and other Aggrieved Employees, or some of them, are entitled to injunctive relief, attorneys' fees, declaratory relief, restitution, and penalties as permitted by law. Employee requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

///

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers at times violated Labor Code section 248.2 by not providing Aggrieved Employees, or some of them, with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

Employers at times violated and continue at times to violate Labor Code section 216 by failing to pay Employee and Aggrieved Employees, or some of them, for all hours worked at the proper wage rate and by failing to pay Employee and Aggrieved Employees, or some of them, an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each Aggrieved Employee (or some of them) so affected, for each pay period (or some of them) during which the statute's provisions were violated.²

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate

² Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, Employers at times failed to provide Aggrieved Employees, or some of them, with suitable seating, and when such employees, or some of them, were not engaged in duties which required them to stand, at times no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, Aggrieved Employees at times were not engaged in active duties of their employment, yet at times there were no suitable seats in reasonable proximity to the work area, and use of seats would not have interfered with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employee's and other Aggrieved Employees' work, or some of them, reasonably permitted the use of seats. However, Employers at times failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas, or some of them, in violation of section 14(A-B) of applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each Aggrieved Employee, or some of them, results in a separate civil penalty.³

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, Employers at times willfully and systematically denied Employee and other Aggrieved Employees, or some of them, of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers at times acted with the intent to deprive some or all of them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Employers at times paid Employee and other Aggrieved Employees, or some of them, lower wages than those to which they were entitled, while purporting that Employee and all Aggrieved Employees were properly paid. As such, Employee and Aggrieved Employees, or some of them, are entitled to recover penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, Employers at times had and continue at times to have a policy and/or practice of failing to allow Aggrieved Employees, or some of them, and Exempt Aggrieved Employees, or some of them, to use their earned vacation/paid time off during their employment and failing at times to pay all vested, accrued paid time off to Aggrieved Employees, or some of them, and/or Exempt Aggrieved Employees, or some of them, upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Failure to Timely Provide Temporary Workers with Owed Wages

On information and belief, Employers at times had and have failed to provide temporary workers, or some of them, with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that “no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law.” Based on information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful conditions of employment including but not limited to unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers’ ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, Employers at times ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, or some of them, in violation of Labor Code section 1024.5, and at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in

violation of the ICRAA and the FCRA. For example, based on information and belief, Employers required Employee to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to a background check which failed to abide by the requirements set forth in California Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing, at times, to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing at times to provide disclosures free of extraneous information, failing at times to provide a lawful purpose for the background check, failing at times to provide a summary of rights under the ICRAA and/or the FCRA, failing at times to provide a way by which the individual could request a copy of the report, failing at times to disclose the name, address, and telephone number of the third party preparing the report, and failing at times to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By at times requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by at times requiring applicants and employees, or some of them, to agree to an unlawful provision as a condition of employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking, at times, about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking, at times, about convictions at the application phase or prior to extending

an employment offer, Employers violated California's Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers at times violated Labor Code section 432.5 by requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to other unlawful agreements, including but not limited to an unlawful waiver of PAGA and or representative actions, as a condition of employment.

An action pursuant to PAGA "...is a representative action on behalf of the state" *Kim v Reins Int'l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee's right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 ("We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.").

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee's individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int'l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 ("There is no individual component to a PAGA action because 'every PAGA action ... is a representative action on behalf of the state.'").

Upon information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By at times requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree, in writing, to an unlawful PAGA waiver, Employers at times required written agreement to an unlawful provision as a condition of employment, which is a violation of labor code section 432.5.

As such, Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, continue to be subject at times to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees, or some of them, from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer. As such, Employee is informed and believes, this violates Business and Professions Code sections 17200, 16600 and 16700 and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

///
///

Whistleblower Violations

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and thus in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices at times prevent Employee and/or other Aggrieved Employees, or some of them, from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

On information and belief, Employers at times have failed to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employee is informed and believes, and based thereon alleges, that Employers at times have required or permitted employees, or some of them, to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employee is informed and believes, and based thereon alleges, that Employers at times have failed or neglected to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employee is informed and believes, and based thereon alleges, that these failures include, without limitation, at times failing to disinfect time clocks and other surfaces after use by Employee and/or other Aggrieved Employees, or some of them; at times failing to provide adequate protection equipment to Employee and/or other Aggrieved Employees, or some of them; and at times failing to provide adequate distance in working conditions between Employee and/or other Aggrieved Employees, or some of them.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing at times to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers at times violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;

4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing at times to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code § 1174 by failing at times to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5 by failing at times to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal at times to pay wages due and payable and/or denial at times of the validity of any claim to wages due;
13. Labor Code § 223 for at times secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure at times to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure at times to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure at times to timely provide temporary workers, or some of them, with wages;
18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for at times preventing employees, or some of them, from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries at times into criminal histories; and
20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety violations.

Therefore, on behalf of potentially Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

///
///
///
///

LWDA
Notice of Labor Code Violations and PAGA
November 9, 2023
Page 18 of 18

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John Yslas". The signature is fluid and cursive, with the first name "John" and last name "Yslas" clearly distinguishable.

John G. Yslas, Esq.

EXHIBIT 2

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Diego Aviles (SBN 315533)
diego.aviles@wilshirelawfirm.com
Harry Erganyan (SBN 333091)
harry.erganyan@wilshirelawfirm.com
Mariam Nazaretyan (SBN 334154)
mariam.nazaretyan@wilshirelawfirm.com
Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff Alberto Acosta, individually, and
on behalf of all others similarly situated

O'HAGAN MEYER LLP
SOOJIN KANG, SB# 219738
E-Mail: SKang@ohaganmeyer.com
ASHLEIGH R. KASPER, SB# 294963
E-Mail: AKasper@ohaganmeyer.com
550 S. Hope Street, Suite 2400
Los Angeles, California 90071
Telephone: (213) 647-0005

Attorneys for Defendant Roxford Produce International, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALBERTO ACOSTA, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

ROXFORD PRODUCE INTERNATIONAL,
LLC DBA VALLARTA SUPERMARKETS,
a California limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Lead Case No.: 23STCV28669
Related Case No.: 24STCV01103

*[Assigned for All Purposes To: Hon. Laura A.
Seigle, Dept. 17]*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 Plaintiff Alberto Acosta (“Plaintiff”) and Defendant Roxford Produce International, LLC
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
4 individually as “Party.”

5 1. **DEFINITIONS.**

6 1.1 “Actions” means Plaintiff’s lawsuit alleging class action wage and hour violations
7 against Defendant captioned *Alberto Acosta v. Roxford Produce International, LLC dba Vallarta*
8 *Supermarkets*, filed on November 21, 2023 in Los Angeles County Superior Court, Case No.
9 23STCV28669, and Plaintiff’s representative PAGA action captioned *Alberto Acosta v. Roxford*
10 *Produce International, LLC dba Vallarta Supermarkets*, filed on January 16, 2024, in Los
11 Angeles County Superior Court, Case No. 24STCV01103, which were deemed related on August
12 12, 2024. The Parties shall work together for Plaintiff to file an amended complaint in Case No.
13 23STCV28669 that includes all facts and claims alleged in Case No. 24STCV01103 and all
14 claims to be released in the Released Class Claims and Released PAGA Claims (paragraphs 5.2
15 and 5.3 below), and dismiss Case No. 24STCV01103 without prejudice once the preliminary
16 approval has been granted. The amended complaint in Case No. 23STCV28669 shall be the
17 Operative Complaint for purposes of this Settlement and the Parties shall seek approval of this
18 Settlement in Case No. 23STCV28669.

19 1.2 “Administrator” means Apex Class Action Administration, the neutral entity the Parties
20 have agreed to appoint to administer the Settlement.

21 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
22 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
23 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
24 Approval of the Settlement.

25 1.4 “Aggrieved Employee” means all current and former hourly, non-exempt employees
26 who worked for Defendant in California at any time from November 12, 2022 through September
27 7, 2025 (PAGA Period).
28

1.5 “Class” means all current and former hourly, non-exempt employees who worked for Defendant in California at any time from May 27, 2019 through September 7, 2025 (Class Period).

1.6 “Class Counsel” means John G. Yslas, Diego Aviles, Harry Erganyan, Mariam Nazaretyan, Emily Borman, and Lisa B. Iturriaga of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA (currently \$170,740.00 [one hundred and seventy thousand seven hundred forty dollars and zero cents]).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of verified expenses and costs incurred to prosecute the Action, not to exceed \$30,000.00 (thirty thousand dollars and zero cents) and paid from the Gross Settlement Amount.

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

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

1.11 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database and skip traces.

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

1.13 “Class Period” or “Class Settlement Period” means the period from May 27, 2019 through September 7, 2025 (“Settlement Class Period”).

1.14 “Class Representative” means the named Plaintiff Alberto Acosta in the Action.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Actions and providing services in support of the Action.

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

1.17 “Defendant” means named Defendant Roxford Produce International, LLC.

1.18 “Defense Counsel” means Soojin Kang and Ashleigh Kasper of O’Hagan Meyer LLP.

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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

1.23 “Gross Settlement Amount” or “GSA” means five hundred and twelve thousand two hundred and twenty dollars and zero cents (\$512,220.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

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

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

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

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

1.31 “Operative Complaint” means the First Amended Class Action and Representation PAGA Action Complaint to be filed in Case No. 23STCV2869.

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

1.33 “PAGA Period” means the period from November 12, 2022 through September 7, 2025.

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

1.35 “PAGA Notice” means Plaintiff’s November 9, 2023 letter to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

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

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

1.38 “Plaintiff” means Alberto Acosta, the named plaintiff in the Action.

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

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

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

1.42 “Released Parties” means (a) Defendant, and any of its predecessors, successors, or assigns; and (b) each of the respective past, present, or future employees, officers, directors, affiliates, partners, joint venturers, co-venturers, principals, members, managers, managing agents, agents, shareholders, insurers, reinsurers, accountants, attorneys, investment bankers, trusts, trustees, licensors, licensees, payroll companies, staffing agencies, clients, vendors, consultants, partners, independent contractors, representatives, administrators, fiduciaries, heirs, subrogees, and executors of any entities identified in subparagraph (a) herein in his, her, their, or its capacity as such.

1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

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

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

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

2. **RECITALS.**

2.1 On November 21, 2023, Plaintiff filed a Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit

1 Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide
2 Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8)
3 Failure to Produce Requested Employment Records; and (9) Unfair Business Practices.

4 2.2 On November 9, 2023, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice
5 to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under
6 PAGA (LWDA-CM-993321-23). On January 16, 2024, after the 65-day statutory period passed,
7 Plaintiff filed a separate complaint for penalties pursuant to Labor Code § 2699, *et seq.*, Case No.
8 24STCV01103. The two cases were subsequently deemed related on August 12, 2024.

9 2.3 Defendant denies the allegations in the Actions, denies any failure to comply with the
10 laws identified in the Actions, and denies any and all liability for the causes of action alleged in
11 the Actions.

12 2.4 On July 7, 2025, the Parties participated in an all-day mediation presided over by
13 mediator Michael D. Young, Esq. The Parties accepted a mediator's proposal that day and agreed
14 on general settlement terms. The Parties memorialized their agreement in a Memorandum of
15 Understanding on November 14, 2025.

16 2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
17 of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a
18 representative sampling of time and payroll data for Class Members and the necessary policy
19 documents through informal discovery to properly evaluate the strengths and weakness of the
20 claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient
21 to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794,
22 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008)
23 ("*Dunk/Kullar*").

24 2.6 The Court has not granted class certification because the Parties engaged in mediation
25 before any class certification.

26 2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
27 other pending matters or actions asserting claims that will be extinguished or affected by the
28 Settlement.

1 3. **MONETARY TERMS.**

2 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
3 Defendant will pay five hundred and twelve thousand two hundred and twenty dollars and zero
4 cents (\$512,220.00) to fully settle, resolve, and extinguish all claims asserted in the Actions and
5 described in the Releases of Claims set forth in paragraphs 5.1, 5.2, and 5.3 below. The Gross
6 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
7 wage portions of the Individual Class Payments (as calculated by the Settlement Administrator),
8 which Defendant will pay separately.

9 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
10 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
11 in the Final Approval:

12 3.3 To Plaintiff: A payment for the Class Representative Service Payment to Plaintiff of not
13 more than \$10,000.00 (ten thousand dollars and zero cents) in addition to any Individual Class
14 Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a
15 Participating Class Member. Defendant will not oppose Plaintiff's request for a Class
16 Representative Service Payment that does not exceed this amount. As part of the motion for the
17 Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any
18 Class Representative Service Payment no later than sixteen (16) court days prior to the Final
19 Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
20 Representative Service Payment less than the amount requested, the Administrator will retain the
21 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
22 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
23 assumes full responsibility and liability for employee taxes owed on the Class Representative
24 Service Payment.

25 3.3.1 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
26 Gross Settlement Amount, which is currently estimated to be one hundred seventy thousand seven
27 hundred forty dollars and zero cents (\$170,740.00) and a Class Counsel Litigation Expenses
28 Payment for actual costs, not to exceed \$30,000.00 (thirty thousand dollars with zero cents).

Defendant will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.3.2 To the Administrator: An Administrator Costs Payment not to exceed eight thousand five hundred and ninety dollars and zero cents (\$8,590.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than \$8,590.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

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

3.3.3.1 Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest, reimbursement, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject

to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.3.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of twenty-five thousand dollars and zero cents (\$25,000.00) to be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

3.3.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$6,250.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 409 Class Members who collectively worked a total of 25,611 workweeks during the Class Period, and a total of 11,517 PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period.

4.2 Class Data. Not later than ten (10) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data only to the Administrator as required to

administer the Settlement, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved

Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments (as calculated by the Settlement Administrator), Plaintiff, Class Members, Class Counsel, Aggrieved Employees, will release claims against all Released Parties as follows:

5.1 **Plaintiff's Release.** Plaintiff recognizes and agrees that Defendant, as part of this Agreement, does not admit any violation of law or any liability of any kind or nature to Plaintiff or to anyone else as a result of or arising out of Plaintiff's relationship and/or employment and/or Plaintiff's separation of employment with Defendant. With the exception of Defendant's

obligations under this Agreement, Plaintiff, for himself and for his heirs, executors, administrators, successors, attorneys, agents, representatives, and assigns, hereby fully and forever releases and discharges Released Parties of and from any and all claims, demands, causes of action, charges, losses, and grievances, of whatever kind or nature, whether known or unknown, fixed or contingent, suspected or unsuspected, which Plaintiff now owns or holds or has at any time before this date owned or held against the Released Parties, including but not limited to any and all claims, charges, demands, damages, losses, and causes of action: (1) which arose out of or are in any way connected with Plaintiff's employment with or work for Defendant; (2) which are related to or concern any law, including, but not limited to: (i) breach of contract, false promise, intentional misrepresentation, negligent misrepresentation, and other torts; (ii) discrimination under local, state, or federal law based on age, disability, sex, sexual orientation, gender identity, race, or any other category protected by any such law; (iii) wrongful termination, breach of the covenant of good faith and fair dealing, intentional and negligent infliction of emotional distress, defamation, invasion of privacy, intentional interference with contractual relations and prospective economic advantage, and other torts; (iv) failure to provide reasonable accommodations and/or to provide a timely, good faith interactive process; (v) retaliation; (vi) failure to prevent discrimination, harassment, or retaliation; (vii) harassment; (viii) negligent hiring, supervision, and retention; (3) violation of California *Civil Code*, and/or the California *Labor Code*; (4) any claims under the Americans with Disabilities Act of 1990; Family and Medical Leave Act of 1993; Employee Retirement Income Security Act of 1974; Civil Rights Act of 1991; Fair Labor Standards Act; Title VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; Age Discrimination in Employment Act of 1967, as amended; California Government Code; California Fair Employment and Housing Act; California Family Rights Act; California Labor Code; California Business & Professions Code; California Civil Code; California Code of Civil Procedure; penalties under the Private Attorneys General Act, sections 2698, *et seq.*; any amendments to any of these statutes, and any other federal, state, or local statute, ordinance, regulation, or common law; or (5) which arose out of or are in any way connected with any transactions, occurrences, acts, omissions, loss, damage or

injury whatsoever resulting from any act committed or omission made prior to the date of this Agreement (“Plaintiff’s Released Claims”).

5.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. It is Plaintiff’s intention that his execution of this Agreement will forever bar every claim, demand, cause of action, charge and grievance against Released Parties existing at any time prior to and through the date of execution of this Agreement. Because this is Plaintiff’s intention, Plaintiff expressly waives any and all rights and benefits conferred upon him by the provisions of Section 1542 of the California *Civil Code*, which reads:

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

Plaintiff understands that the General Release does not release any claims that he cannot lawfully release.

5.2 Released Class Claims: Plaintiff and all Participating Class Members, on behalf of themselves, their heirs, executors, administrators, attorneys, agents, and assigns, will fully and finally release and discharge Released Parties from all state, federal, or local claims, rights, demands, liabilities, damages, penalties, and causes of action, arising from and/or relating to any of the claims alleged in any of the Actions or that could have been alleged based on any of the facts alleged in any of the Actions, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9)

unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*), violations of Labor Code Sections 201-204, 218.5, 218.6, 226, 226.7, 227.3, 246, 510, 512, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2102, 2103, 2800, 2802, Code of Civil Procedure Section 1021.5, and applicable Industrial Welfare Commission Wage Orders, that accrued or existed during the Class Period.

5.3 Released PAGA Claims: Plaintiff and all Aggrieved Employees, on behalf of themselves, the LWDA, and the State of California will fully and finally release and discharge Released Parties from all claims, rights, demands, liabilities, and causes of action for PAGA civil penalties, arising from and/or relating to any of the claims alleged in any of the Actions or any LWDA notices related to any of the Actions, or that could have been alleged based on any of the facts alleged in any of the Actions or any LWDA notices related to any of the Actions, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages timely during employment and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12) retaliation (pursuant to Cal. Labor Code § 1102.5); and (13) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558), violations of Labor Code Sections 201-204, 218.5, 218.6, 226, 226.7, 227.3, 246, 510, 512, 1174, 1194, 1194.2, 1197,

1 1198, 1198.5, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders, that
2 accrued or existed during the PAGA Period.

3 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for
4 preliminary approval (“Motion for Preliminary Approval”).

5 6.1 **Defendant’s Declaration in Support of Preliminary Approval**. In their Declaration,
6 Defense Counsel shall aver that they are not aware of any other pending matter or action asserting
7 claims that will be extinguished or adversely affected by the Settlement. **Plaintiff’s**
8 **Responsibilities**. Plaintiff will prepare all documents necessary for obtaining Preliminary
9 Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for
10 Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request
11 for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft
12 proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft
13 proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and
14 competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest
15 with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm
16 attesting to its competency to represent the Class Members; its timely transmission to the LWDA
17 of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.
18 (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
19 section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest
20 with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel
21 shall aver that they are not aware of any other pending matter or action asserting claims that will
22 be extinguished or adversely affected by the Settlement.

23 6.2 **Responsibilities of Counsel**. Class Counsel and Defense Counsel are jointly responsible
24 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
25 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
26 Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the
27 Court, and deliver the Court’s Preliminary Approval Order to the Administrator.
28

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

7. **SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. Defendant will not object to the appointment of Apex Class Action Administration to serve as the Administrator. Class Counsel represents that it verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports/returns and deposits to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

1 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen
2 (14) days after receiving the Class Data, the Administrator will send to all Class Members
3 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
4 Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit
5 A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
6 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
7 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before
8 mailing Class Notices, the Administrator shall update Class Member addresses using the National
9 Change of Address database.

10 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
11 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
12 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
13 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
14 Notice to the most current address obtained. The Administrator has no obligation to make further
15 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
16 USPS a second time.

17 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks
18 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days
19 beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
20 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
21 deadline with the re-mailed Class Notice.

22 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
23 discovers any persons who believe they should have been included in the Class Data and should
24 have received Class Notice, the Parties will expeditiously meet and confer in person or by
25 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
26 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
27 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
28

1 requiring them to exercise options under this Agreement not later than fourteen (14) days after
2 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

3 7.5 Requests for Exclusion (Opt-Outs).

4 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
5 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
6 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
7 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
8 is a letter from a Class Member or his/her representative that must: (1) contain the name, address,
9 telephone number, and last four digits of the Social Security number of the Class Member; (2)
10 contain a statement that the Class Member wishes to be excluded from the Class Settlement; (3)
11 be signed by the Class Member; and (4) be timely faxed, emailed, or postmarked by the Response
12 Deadline. If the Request for Exclusion does not contain the information listed in (1)-(3), it will
13 not be deemed valid for exclusion from the Class Settlement, except a Request for Exclusion not
14 containing the Class Member's telephone number and/or last four digits of the Social Security
15 number will still be deemed valid if the Administrator can reasonably ascertain the identity of the
16 person as a Class Member.

17 7.5.2 Consistent with the requirements of paragraph 7.5.1 above, the Administrator will
18 determine the validity of a Request for Exclusion. The Administrator's determination shall be
19 final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to
20 question the authenticity of a Request for Exclusion, the Administrator may demand additional
21 proof of the Class Member's identity. The Administrator's determination of authenticity shall be
22 final and not appealable or otherwise susceptible to challenge.

23 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
24 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
25 bound by all terms and conditions of the Settlement, including the Participating Class Members'
26 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
27 Class Member actually receives the Class Notice or objects to the Settlement or cashes the
28 Individual Class Payment check or the Individual PAGA Payment check.

1 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
2 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
3 right to object to the Settlement. No Aggrieved Employee may opt out of the PAGA portion of
4 the Settlement. All Aggrieved Employees, regardless of whether they opt out of the class portion
5 of the Settlement, release the claims encompassed in the Released PAGA Claims identified in
6 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
8 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
9 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
10 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
11 may challenge the allocation by communicating with the Administrator via fax, email or mail.
12 The challenging Class Members must submit supporting documentation with copies of pay stubs
13 or other records. In the absence of any contrary documentation, the Administrator is entitled to
14 presume that the Workweeks contained in the Class Notice are correct so long as they are
15 consistent with the Class Data. The Administrator will resolve Class Workweeks and PAGA Pay
16 Periods challenges with input from Class Counsel and Defense Counsel as needed. The
17 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
18 Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator
19 shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay
20 Periods to Defense Counsel and Class Counsel and the Administrator's determination of the
21 challenges.

22 7.7 Objections to Settlement.

23 7.7.1 Only Participating Class Members may object to the class action components of the
24 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
25 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
26 Payment and/or Class Representative Service Payment.

27 7.7.2 Participating Class Members may send written objections to the Administrator, by
28 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire

an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to the Settlement.

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

7.8.1 Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email to Class Counsel and Defense Counsel the number of valid Requests for Exclusion submitted and the number of invalid Requests for Exclusions submitted. The Administrator will provide to only Defense Counsel (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) copies of all valid Requests for Exclusion submitted. The Administrator will provide to both Class Counsel and Defense Counsel (a) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (b) copies of all invalid Requests for Exclusion submitted. The Administrator will provide to Class Counsel the names only of Class Members who submitted valid Requests for Exclusion.

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

Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion.

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

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

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

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records, Defendant represents there are 409 Class Members who collectively worked a total of 25,611 workweeks during the Class Period and 11,517 PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period. If, on final calculation, the total number of workweeks is

greater than 10% higher than 25,611 workweeks (i.e. greater than 28,172 workweeks), then Defendant shall have the option of (A) increasing the Gross Settlement Amount by the same percentage for anything over 10% (i.e., if workweeks are 12% greater than 25,611, increase the Gross Settlement Amount by 2%) or (B) have the Class Period and PAGA Period end on the date when 10% is reached (i.e., when workweeks total 28,172). Defendant agrees to provide Plaintiff's counsel with the number of workweeks included in the Class Period no later than five (5) days before filing the Motion for Preliminary Approval of the Settlement. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third (1/3) of the Gross Settlement Amount after the upward adjustment required by this provision is implemented. If the Escalator Clause is triggered Defendant shall select an option prior to the filing for preliminary approval.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** Defendant represents, as of the date of this Agreement, there are 409 Class Members in the Class Period. If the number of valid Requests for Exclusion identified in the Exclusion List is greater than 5%, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Costs incurred to that point, including any subsequent class notices required to inform Class Members of the cancellation. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect. Notwithstanding, the Parties agree to not solicit or otherwise encourage Class Members in any way to opt-out of the Class Portion of the Settlement.

10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;

1 and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts
2 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
3 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
4 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

5 10.1 Response to Objections. Each Party retains the right to respond to any objection raised
6 by a Participating Class Member, including the right to file responsive documents in Court no
7 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
8 accepted by the Court.

9 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
10 Approval on any material change to the Settlement (including, but not limited to, the scope of
11 release to be granted by Class Members), the Parties will expeditiously work together in good
12 faith to address the Court’s concerns by attempting to revise the Agreement as necessary to obtain
13 Final Approval. The Court’s decision to award less than the amounts requested for the Class
14 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
15 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material
16 modification to the Agreement within the meaning of this paragraph. In other words, the Court’s
17 failure to approve the requested amounts for the Class Representative Service Payment, Class
18 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Costs
19 Payment shall not terminate the settlement which shall otherwise go forward.

20 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
21 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
22 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
23 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

24 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
25 conditions of this Agreement, the Parties, their respective counsel, and all Participating Class
26 Members who did not object to the Settlement as provided in this Agreement, and all Aggrieved
27 Employees waive all rights to appeal from the Judgment, including all rights to post-judgment
28 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,

extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

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

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

12. **ADDITIONAL PROVISIONS**.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant or Released Parties of any liability or wrongdoing of any kind or that class certification or representative treatment is appropriate in any context other than this Settlement, all of which Defendant and Released Parties deny; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, all Parties reserve all rights. The Settlement, this Agreement and Parties' willingness to settle the

1 Action will have no bearing on, and will not be admissible in connection with, any litigation,
2 protected by California Evidence Code Section 1152 except for proceedings to enforce or
3 effectuate the Settlement and this Agreement.

4 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
5 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
6 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
7 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
8 or indirectly, specifically or generally, to any person, corporation, association, government
9 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
10 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
11 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
12 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
13 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
14 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
15 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
16 communication, before the filing of the Motion for Preliminary Approval, with any third party
17 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
18 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
19 communications with Class Members in accordance with Class Counsel's ethical obligations
20 owed to Class Members.

21 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
22 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
23 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
24 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
25 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

26 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
27 together with its attached exhibits shall constitute the entire agreement between the Parties
28

1 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
2 inducements made to or by any Party.

3 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
4 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
5 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
6 its terms, and to execute any other documents reasonably required to effectuate the terms of this
7 Agreement including any amendments to this Agreement.

8 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
9 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
10 Settlement Agreement, submitting supplemental evidence and supplementing points and
11 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
12 or content of any document necessary to implement the Settlement, or on any modification of the
13 Agreement that may become necessary to implement the Settlement, the Parties will seek the
14 assistance of a mediator and/or the Court for resolution.

15 12.7 No Prior Assignments. Plaintiff and Class Counsel separately represent and warrant that
16 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
17 transfer, or encumber to any person or entity and portion of any liability, claim, demand, action,
18 cause of action, or right released and discharged by them in this Settlement.

19 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
20 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
21 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
22 Part 10, as amended) or otherwise.

23 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
24 modified, changed, or waived only by an express written instrument signed by all Parties or their
25 representatives, and approved by the Court.

26 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
27 to the benefit of, the successors of each of the Parties.
28

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

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

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

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

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

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

To Plaintiff:

John G. Yslas
john.yslas@wilshirelawfirm.com
 Diego Aviles
diego.aviles@wilshirelawfirm.com
 Harry Erganyan
harry.erganyan@wilshirelawfirm.com
 Mariam Nazaretyan
mariam.nazaretyan@wilshirelawfirm.com
 Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
 Lisa B. Iturriaga
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM
 660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

To Defendant:

O'HAGAN MEYER LLP
 SOOJIN KANG, SB# 219738
 E-Mail: SKang@ohaganmeyer.com
 ASHLEIGH R. KASPER, SB# 294963
 E-Mail: AKasper@ohaganmeyer.com
 550 S. Hope Street, Suite 2400
 Los Angeles, California 90071
 Telephone: (213) 647-0005

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

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

12.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6. The Parties further agree that if this Agreement is enforced by any Party for a material breach of this Agreement, the prevailing party shall be entitled to their reasonable attorneys' fees and costs incurred.

12.20 Class Counsel will provide to the LWDA all required notices and documents to facilitate approval of the settlement in accordance with PAGA, including submitting to the LWDA a copy of the settlement agreement at the same time that it is submitted to the court; a

1 copy of the court's judgment; copies of any other orders that award or deny penalties; and a copy
2 of anything else as contemplated herein.

3 12.21 The Parties agree that they will not distribute to any Class Member or Aggrieved
4 Employee any documents, notices, or information regarding the Actions or the settlement other
5 than documents, notices, or information approved by the court. However, nothing in this
6 Agreement shall prevent Plaintiff's counsel from disclosing this settlement for purposes of
7 describing their qualifications as counsel in other cases or as required by a court, nor shall any
8 terms in this Agreement preclude Class Counsel from communicating with and fulfilling its
9 obligations to Class Members or Aggrieved Employees

10 12.22 Other than to effectuate or enforce the settlement, the Parties agree that until the
11 Motion for Preliminary Approval of Settlement is filed, this MOU and the long-form settlement
12 agreement are confidential and that none of the Parties will issue any press release or other
13 public or non-public representation regarding the settlement, other than as necessary to obtain
14 court approval and effectuate the terms of the settlement or enforce it. The Parties agree and the
15 Parties shall instruct their counsel that they will not initiate or have any contact with the press,
16 respond to any press inquiry, or have any communication with the press about the settlement or
17 the Actions, even after the motion for approval is filed, except to respond only that "the matter
18 was resolved," or words to that effect. Plaintiff will instruct his counsel that counsel shall not
19 utilize the settlement, this MOU, or the long-form settlement agreement in any way in their
20 marketing or advertising materials or website other than the dollar amount so long as it does not
21 mention any case numbers or named parties to this Action. Nothing herein shall prohibit any of
22 the Parties from disclosing information relating to the settlement as required by law.

23 12.23 The Parties agree that upon final approval of the settlement, a judgment will be
24 entered, confirming the releases herein. This judgment will constitute a binding and final
25 resolution of any and all claims brought by Plaintiff on behalf of himself, the State of California,
26 Participating Class Members, and Aggrieved Employees. This settlement and the judgment
27 entered thereon shall have res judicata effect precluding Plaintiffs, Participating Class Members,
28 and Aggrieved Employees from initiating any other proceedings regarding claims released
pursuant to this Settlement Agreement.

IT IS SO AGREED.

By the Parties:

DATED: 3/5/2026

DocuSigned by:

Alberto Acosta

99EEC51876B84B6...

Plaintiff Alberto Acosta

DATED:

Defendant Roxford Produce International, LLC

By: _____

Position: _____

Approved by counsel:

DATED:

WILSHIRE LAW FIRM

BY: _____

[Signature]
John G. Yslas
Diego Aviles

Counsel for Plaintiff Alberto Acosta

DATED:

O'HAGAN MEYER LLP

BY: _____

Soojin Kang
Ashleigh R. Kasper

Counsel for Defendant Roxford Produce
International, LLC

IT IS SO AGREED.

By the Parties:

DATED: 3/5/2026

DocuSigned by:

Alberto Acosta

99EEC5187658466

Plaintiff Alberto Acosta

DocuSigned by:

Howard Kaminsky

13039A4B1D5741C

Defendant Roxford Produce International, LLC

By: Howard Kaminsky

Position: Chief Financial officer

Approved by counsel:

DATED:

WILSHIRE LAW FIRM

BY:

John G. Yslas
John G. Yslas
Diego Aviles

Counsel for Plaintiff Alberto Acosta

DATED: 3/26/26

O'HAGAN MEYER LLP

BY:

Soojin Kang
Soojin Kang
Ashleigh R. Kasper

Counsel for Defendant Roxford Produce
International, LLC

EXHIBIT A

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

Acosta v. Roxford Produce International, LLC
Case No. 23STCV28669 (Los Angeles County Superior Court)

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

You may be eligible to receive money from an employee class and a representative action lawsuit (“Action”) against Roxford Produce International, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee, Alberto Acosta, and seek payment of back wages and other relief for a class of all persons currently or formerly employed by Defendant as hourly-paid, non-exempt employees in the State of California (“Class Members”) who worked for Defendant during the Class Period (May 27, 2019 through September 7, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (November 12, 2022 through September 7, 2025) (“Aggrieved Employees”).

Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law. **The Court has not ruled on the merits of the claims alleged by Plaintiff.**

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a Class Action and PAGA Settlement Agreement (“Settlement”). By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiff or others.

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. 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 Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. The Court will make that decision at the Final Approval Hearing. Your legal rights are affected whether you act or not act. READ THIS NOTICE CAREFULLY. You will be deemed to have read and understood it.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant at some point(s) between May 27, 2019 through September 7, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is November 12, 2022 through September 7, 2025.

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

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

The Court in charge of the Action is the Los Angeles County Superior Court, and the case is titled, *Acosta v. Roxford Produce International, LLC*, Case No. 23STCV28669. The person who sued, Alberto Acosta, is the Plaintiff, and the company sued, Roxford Produce International, LLC, is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices. In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above.

Defendant denies these allegations and maintains that it fully complied with all applicable laws, paid minimum wage, straight time wages, and overtime, provided meal periods, authorized and permitted rest periods, timely paid final wages at termination, provided accurate itemized wage statements, reimbursed all necessary business expenses, produced requested employment records, did not engage in unfair business practices, and owes no civil penalties under PAGA. Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not ruled on the merits of the claims alleged by Plaintiff.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, may save money, time and court resources. If the court certifies a class, the court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Here, a class has been certified only for settlement purposes. By preliminarily approving the Settlement and permitting this Notice to be given, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff’s lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff’s lawyers (called “Class Counsel”), believes the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All hourly, non-exempt employees who worked for Defendant in California at any time from May 27, 2019 through September 7, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

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

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$512,220.00 (Five Hundred and Twelve Thousand Two Hundred and Twenty Dollars and Zero Cents) to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of up to one-third of the GSA, currently \$170,740.00 and up to \$30,000.00 in costs; a Class Representative Service Payment of \$10,000.00 to Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$25,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action Administration, Inc., not to exceed \$8,590.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **\$XXXXXXX**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$25,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$18,750.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$6,250.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (May 27, 2019 through September 7, 2025). Ninety percent (90%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the

alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and ten percent (10%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 10% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from November 12, 2022 through September 7, 2025 ("PAGA Period"), you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

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

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 40 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” the Released Class Claims described below against (a) Defendant, and any of its predecessors, successors, or assigns; and (b) each of the of each of Defendant’s respective past, present, or future employees, officers, directors, affiliates, partners, joint venturers, co-venturers, principals, members, managers, managing agents, agents, shareholders, insurers, reinsurers, accountants, attorneys, investment bankers, trusts, trustees, licensors, licensees, payroll companies, staffing agencies, clients, vendors, consultants, partners, independent contractors, representatives, administrators, fiduciaries, heirs, subrogees, and executors of any entities identified in subparagraph (a) herein in his, her, their, or its capacity as such (“Released Parties”). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The “Released Class Claims” are all state, federal, or local claims, rights, demands, liabilities, damages, penalties, and causes of action, arising from and/or relating to any of the claims alleged in any of the Actions or that could have been alleged based on any of the facts alleged in any of the Actions, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, et seq.), violations of Labor Code Sections 201-204, 218.5, 218.6, 226, 226.7, 227.3, 246, 510, 512, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2102, 2103, 2800, 2802, Code of Civil Procedure Section 1021.5, and applicable Industrial Welfare Commission Wage Orders, that accrued or existed during the Class Period..

Released PAGA Claims: If you an Aggrieved Employee (i.e. if you worked for Defendant during the PAGA Period), you will also release all claims, rights, demands, liabilities, and causes of action for PAGA civil penalties, arising from and/or relating to any of the claims alleged in any of the Actions or any LWDA notices related to any of the Actions, or that could have been alleged based on any of the facts alleged in any of the Actions or any LWDA notices related to any of the Actions, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages timely during employment and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations

QUESTIONS? CALL [1-800-XXX-XXXX](tel:1-800-XXX-XXXX) TOLL FREE

(pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12) retaliation (pursuant to Cal. Labor Code § 1102.5); and (13) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558), violations of Labor Code Sections 201-204, 218.5, 218.6, 226, 226.7, 227.3, 246, 510, 512, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders, that accrued or existed during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

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

Apex Class Action Administration
Acosta v. Roxford Produce International, LLC

XXXXXX

City, State, XXXXX

Email:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (November 12, 2022 through September 7, 2025).

THE LAWYERS IN THIS LAWSUIT

13. WHO ARE THE LAWYERS IN THIS CASE?

Attorneys for Plaintiff and the Class (“Class Counsel”):

John G. Yslas
john.yslas@wilshirelawfirm.com
 Diego Aviles
diego.aviles@wilshirelawfirm.com
 Harry Erganyan
harry.erganyan@wilshirelawfirm.com
 Mariam Nazaretyan
mariam.nazaretyan@wilshirelawfirm.com
WILSHIRE LAW FIRM
 660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

Attorneys for Defendant:

Soojin Kang
 Ashleigh R. Kasper
O’HAGAN MEYER, LLP
 550 Hope Street, Suite 2400
 Los Angeles, California 90071
 Telephone: (213) 647-0086

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

The Court has permitted, for purposes of settlement only, the above attorneys at Wilshire Law Firm to represent the Participating Class Members. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. HOW WILL CLASS COUNSEL BE PAID?

Class Counsel will ask the Court to approve up to 1/3rd of the GSA (currently \$170,740.00) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$30,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiff Alberto Acosta in the amount of \$10,000.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

15. WHAT IF I WANT TO OBJECT TO THE SETTLEMENT?

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

Apex Class Action Administration
Acosta v. Roxford Produce International, LLC

XXXXXX

City, State, XXXXX

Email:

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

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

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class. Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

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

THE COURT'S FAIRNESS HEARING

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

17. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO GRANT FINAL APPROVAL OF THE SETTLEMENT?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED] in Department 17 of the Los Angeles County Superior Court located at 312 N. Spring Street, Los Angeles, CA 90012 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

18. DO I HAVE TO COME TO THE HEARING?

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

IF YOU DO NOTHING

19. WHAT IF I DO NOTHING AT ALL?

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

GETTING MORE INFORMATION

20. HOW DO I GET MORE INFORMATION?

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

Apex Class Action Administration
Acosta v. Roxford Produce International, LLC

[REDACTED]

City, State, [REDACTED]

Email: [REDACTED]

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

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

EXHIBIT 3

Formatted: Header

Style Definition: Normal: Font: 9 pt, Line spacing: Exactly 22.75 pt, Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and

Style Definition: Heading 1: Font: 12 pt, Underline, Centered, Indent: Left: 0", First line: 0", Right: 0", Space Before: 0 pt, Line spacing: Exactly 22.75 pt, Widow/Orphan control, Keep with next, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Style Definition: Heading 2: Font: Not Bold, Indent: Left: 0", First line: 0", Widow/Orphan control, Keep with next, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Style Definition: Heading 3: Font: (Default) Arial, 13 pt, Not Italic, Left, Space Before: 12 pt, After: 3 pt, Line spacing: Exactly 22.75 pt, Widow/Orphan control, Keep with next, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Style Definition: List Paragraph: Font: 9 pt, Indent: Left: 0.5", First line: 0", Don't add space between paragraphs of the same style, Line spacing: Exactly 22.75 pt, Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Style Definition: Title: Font: (Default) +Headings (Cambria), Kern at 14 pt, Centered, Level 1, Indent: Left: 0", First line: 0", Right: 0", Space Before: 12 pt, After: 3 pt, Line spacing: Exactly 22.75 pt, Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Style Definition: Table Paragraph

[MODEL] CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE¹

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Diego Aviles (SBN 315533)
diego.aviles@wilshirelawfirm.com
Harry Erganyan (SBN 333091)
harry.erganyan@wilshirelawfirm.com
Mariam Nazaretyan (SBN 334154)
mariam.nazaretyan@wilshirelawfirm.com
Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff Alberto Acosta, individually, and on behalf of all others similarly situated

O'HAGAN MEYER LLP
SOOJIN KANG, SB# 219738
E-Mail: SKang@ohaganmeyer.com
ASHLEIGH R. KASPER, SB# 294963
E-Mail: AKasper@ohaganmeyer.com
550 S. Hope Street, Suite 2400
Los Angeles, California 90071
Telephone: (213) 647-0005

Attorneys for Defendant Roxford Produce International, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA **FOR THE COUNTY OF LOS ANGELES**

ALBERTO ACOSTA, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

ROXFORD PRODUCE INTERNATIONAL, LLC DBA VALLARTA SUPERMARKETS, a California limited liability company; and DOES 1 through 10, inclusive,

Lead Case No.: 23STCV28669
Related Case No.: 24STCV01103

[Assigned for All Purposes To: Hon. Laura A. Seigle, Dept. 17]

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Formatted: Header

Defendants.

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between ~~plaintiff~~
~~Plaintiff Alberto Acosta~~ ("Plaintiff") and ~~defendant~~ ("XYZ~~Defendant Roxford Produce International,~~
~~LLC~~ ("Defendant"). The Agreement refers to Plaintiff and ~~xyzDefendant~~ collectively as "Parties," or
individually as "Party."

1. DEFINITIONS.

1.1 ~~"Action" means the Plaintiff's lawsuit alleging wage and hour violations against XYZ~~
~~captioned~~ _____
~~initiated on~~ _____ ~~and pending in Superior Court of the State of California,~~
~~County of Los Angeles.~~

1.1 "Actions" means Plaintiff's lawsuit alleging class action wage and hour violations against
Defendant captioned *Alberto Acosta v. Roxford Produce International, LLC dba Vallarta Supermarkets,*
filed on November 21, 2023 in Los Angeles County Superior Court, Case No. 23STCV28669, and
Plaintiff's representative PAGA action captioned *Alberto Acosta v. Roxford Produce International, LLC*
dba Vallarta Supermarkets, filed on January 16, 2024, in Los Angeles County Superior Court, Case No.
24STCV01103, which were deemed related on August 12, 2024. The Parties shall work together for
Plaintiff to file an amended complaint in Case No. 23STCV28669 that includes all facts and claims alleged
in Case No. 24STCV01103 and all claims to be released in the Released Class Claims and Released PAGA
Claims (paragraphs 5.2 and 5.3 below), and dismiss Case No. 24STCV01103 without prejudice once the
preliminary approval has been granted. The amended complaint in Case No. 23STCV28669 shall be the
Operative Complaint for purposes of this Settlement and the Parties shall seek approval of this Settlement
in Case No. 23STCV28669.

Formatted: Font: 12 pt

Formatted: Normal, Justified, Indent: Left: 0", First line: 0.3", Right: 0", Space Before: 0 pt, Line spacing: Exactly 24 pt, Tab stops: Not at 2.59" + 5.63"

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Bold, Underline, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Bold, Underline

Formatted: List Paragraph, Justified, Line spacing: At least 24 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25", Tab stops: Not at 0.5"

1.2 “Administrator” means ~~—Apex Class Action Administration, the neutral entity the Parties have~~
agreed to appoint to administer the Settlement.

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

1.4 “Aggrieved Employee” means ~~[e.g., a person employed by XYZ in California all current and~~
~~classified as a —former hourly, non-exempt employees~~ who worked for ~~XYZ during the Defendant in~~
~~California at any time from November 12, 2022 through September 7, 2025 (PAGA Period)].~~

1.5 “Class” means ~~[define class, e.g., all persons employed by XYZ in California all current and~~
~~classified as —former hourly, non-exempt employees~~ who worked for ~~XYZ during the Defendant in~~
~~California at any time from May 27, 2019 through September 7, 2025 (Class Period)].~~

1.6 “Class Counsel” means ~~—John G. Yslas, Diego Aviles, Harry Erganyan, Mariam Nazaretyan,~~
~~Emily Borman, and Lisa B. Iturriaga of Wilshire Law Firm, PLC.~~

~~1.7 “Class Counsel Fees Payment” and means an award of attorneys’ fees granted to Class Counsel~~
~~and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from~~
~~the Court of up to one-third (1/3) of the GSA (currently \$170,740.00 [one hundred and seventy thousand~~
~~seven hundred forty dollars and zero cents]).~~

~~1.8 “Class Counsel Litigation Expenses Payment” mean means the amounts amount allocated to~~
~~Class Counsel for reimbursement of reasonable attorneys’ fees and verified expenses, respectively, and~~
~~costs incurred to prosecute the Action-, not to exceed \$30,000.00 (thirty thousand dollars and zero cents)~~
~~and paid from the Gross Settlement Amount.~~

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.25",
Right: 0", Line spacing: At least 24 pt, Outline numbered +
Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 +
Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab
stops: Not at 0.75" + 3.51"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Font: 9 pt, Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Header

~~4.81.9~~ “Class Data” means Class Member identifying information in ~~XYZ’s~~Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of ~~Class Period~~ Workweeks and PAGA Pay Periods.

~~4.91.10~~ “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

~~4.401.11~~ “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database and skip traces.

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

~~Address database, skip traces, and direct contact by the Administrator with Class Members.~~

~~1.11~~ —“Class Notice” means the ~~COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL~~ Court approved Notice of Settlement and hearing date for Final Approval, to be

~~1.12~~ mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

~~1.12.1.13~~ “Class Period” or “Class Settlement Period” means the period from ~~to~~ ⁱⁱMay 27, 2019 through September 7, 2025 (“Settlement Class Period”).

~~1.13.1.14~~ “Class Representative” means the named Plaintiff ~~in the operative complaint~~ Alberto Acosta in the Action ~~seeking Court approval to serve as a Class Representative.~~

~~1.14.1.15~~ “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the ~~Action~~ Actions and providing services in support of the Action.

~~1.15.1.16~~ “Court” means the Superior Court of California, County of Los Angeles.

~~1.16.1.17~~ “XYZ” “Defendant” means named Defendant ~~Roxford Produce International, LLC.~~

~~1.17.1.18~~ “Defense Counsel” means ~~Soojin Kang and Ashleigh Kasper of O’Hagan Meyer LLP.~~

~~1.18~~ —“Effective Date” means the date by ~~when~~ which both of the following have occurred:

~~1.19~~ (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice

Formatted: Header

Formatted

Formatted

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69"

Formatted: Justified, Indent: Left: 0", First line: 0.25", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 1.25" + 4.91" + 6.2"

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

Formatted

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 1.25"

Formatted: Justified, Indent: Left: 0", First line: 0.25", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 1.29" + 4.68"

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.25", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 1.29" + 4.25"

Formatted

Formatted

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69"

of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.211.22 “Final Judgment” means the Judgment Entered entered by the Court upon Grantinggranting Final Approval of the Settlement.

1.221.23 “Gross Settlement Amount” or “GSA” means \$—five hundred and twelve thousand two hundred and twenty dollars and zero cents (\$512,220.00), which is the total amount XYZDefendant agrees to pay under the Settlement, except as provided in Paragraph 98 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

Formatted: Header

Formatted

Formatted

Formatted

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25" + 4.72"

Formatted

Formatted: Header

1.231.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

1.241.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of ~~Workweeks~~ PAGA Pay Periods worked during the PAGA Period.

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

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

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

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

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

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

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

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

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

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

Formatted

1.31 “Operative Complaint” means the First Amended Class Action and Representation PAGA Action Complaint to be filed in Case No. 23STCV2869.

~~1.30~~1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for ~~XYZ~~Defendant for at least one day during the PAGA Period.

Formatted: Header

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

~~1.31~~1.33 “PAGA Period” means the period from ~~to~~^{##}November 12, 2022 through September 7, 2025.

Formatted: Justified, Indent: Left: 0", First line: 0.25", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 1.29" + 5.04" + 6.34"

~~1.32~~1.34 “PAGA” means the Private Attorneys General Act (~~Lab. Labor Code, §§ 2698, et seq.~~).

Formatted

~~1.33~~1.35 “PAGA Notice” means Plaintiff’s ~~November 9, 2023~~ letter to ~~XYZ and the LWDA~~ and Plaintiff’s letter to XYZ and the LWDA ~~Defendant~~ providing notice pursuant to Labor Code section 2699.3, ~~subdivision (subd.)~~(a).

Formatted

~~1.34~~ —“PAGA Penalties” means the total amount of ~~\$25,000.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% (\$6,250.00) to the Aggrieved Employees~~

Formatted

~~1.36~~ (~~—~~) and ~~the 75% (\$18,750.00) to the LWDA~~ (~~—~~) in settlement of PAGA claims.

Formatted

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.25", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 1.81" + 4.55"

~~1.35~~1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

Formatted: Header

~~1.36~~1.38 "Plaintiff" means ~~Alberto Acosta~~, the named plaintiff in the Action.

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 1.25" + 3.62"

~~1.37~~1.39 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

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

~~1.39~~1.40 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

~~1.40~~1.41 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

~~1.41~~ "Released Parties" means XYZ and each of its former and present directors, officers, shareholders, owners, [members], attorneys, insurers, predecessors, successors, assigns [subsidiaries] [affiliates].

1.42 "Released Parties" means (a) Defendant, and any of its predecessors, successors, or assigns; and (b) each of the respective past, present, or future employees, officers, directors, affiliates, partners, joint venturers, co-venturers, principals, members, managers, managing agents, agents, shareholders, insurers, reinsurers, accountants, attorneys, investment bankers, trusts, trustees, licensors, licensees, payroll companies, staffing agencies, clients, vendors, consultants, partners, independent contractors, representatives, administrators, fiduciaries, heirs, subrogees, and executors of any entities identified in subparagraph (a) herein in his, her, their, or its capacity as such.

~~1.42~~1.43 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

~~1.43~~1.44 ~~"Response Deadline"~~ means ~~[e.g., 60]~~forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his, ~~her,~~ or ~~their~~her Objection to the Settlement. Class Members to whom Notice ~~Packets~~packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

~~1.44~~1.45 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

~~1.45~~1.46 "Workweek" means any week during which a Class Member worked for ~~XYZ~~Defendant for at least one day, during the Class Period.^{iv}

2. RECITALS.

2.1 — On November 21, 2023, Plaintiff ~~commenced this~~filed a Class Action ~~by filing a~~ Complaint alleging causes of action against ~~XYZ~~Defendant for _____. ~~[The Complaint is the operative]~~(1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices.

2.2 On November 9, 2023, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-993321-23). On January 16, 2024, after the 65-day statutory period passed, Plaintiff filed a separate complaint in the Action (the "Operative Complaint.") [On _____, Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for _____. The [e.g., First Amended] Complaint is the operative complaint in the Action (the "Operative Complaint").] ~~XYZ~~for penalties pursuant to Labor Code § 2699, et seq., Case No. 24STCV01103. The two cases were subsequently deemed related on August 12, 2024.

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted: Header

2.1.2.3 Defendant denies the allegations in the ~~Operative Complaint~~Actions, denies any failure to comply with the laws identified in ~~in the Operative Complaint~~Actions, and denies any and all liability for the causes of action alleged in the Actions.

Formatted: Justified, Indent: Left: 0", First line: 0.31", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25" + 2.13" + 2.58" + 5.42" + 6.65"

Formatted: Header

~~2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to XYZ and the LWDA by sending the PAGA Notice.~~

~~2.3.2.4 On July 7, 2025, the Parties participated in an all-day mediation presided over by which led to this Agreement to settle the Action [or describe alternative means of negotiation], mediator Michael D. Young, Esq. The Parties accepted a mediator's proposal that day and agreed on general settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding on November 14, 2025.~~

~~(describe alternative means of negotiation)~~

~~2.4 Prior to mediation negotiating the Settlement, Plaintiff obtained, through~~

~~2.5 formal informal discovery, (documents, testimony and information obtained). In~~

~~advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in Dunk v. Foot Locker Retail, Inc. (1996) Ford Motor Co., 48 Cal.App.4th 1794, 1801 (1996) and Kullar v. Foot Locker Retail, Inc. (2008), 168 Cal.App.4th 116, 129-130 (2008) ("Dunk/Kullar").~~

~~2.5.2.6 The Court has has not granted class certification because the Parties engaged in mediation before any class certification.~~

~~(insert details as needed)~~

~~2.6.2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter/matters or action/actions asserting claims that will be extinguished or affected by the Settlement.~~

Formatted: Justified, Indent: Left: 0", First line: 0.31", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.75" + 1.25" + 2.58" + 3.79" + 4.99" + 6.2" + 6.23"

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.31", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 1.58" + 3.52" + 6.64"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Header

3. MONETARY TERMS.

Formatted: Font: 12 pt, Bold, Underline

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, ~~XYZ promises to Defendant will~~ pay \$~~—five hundred~~ and ~~no more as twelve thousand two hundred and twenty dollars and zero cents (\$512,220.00)~~ to fully settle, resolve, and extinguish all claims asserted in the Actions and described in the Releases of Claims set forth in paragraphs 5.1, 5.2, and 5.3 below. The Gross Settlement Amount ~~[and to separately pay any and all is non-reversionary and does not include~~ employer payroll taxes owed on the ~~Wage Portions wage portions~~ of the Individual Class Payments. ~~XYZ has no obligation to pay the Gross (as calculated by the Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement.* The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to XYZ.) which Defendant will pay separately.~~

Formatted: Font: 12 pt, Bold, Underline, Not Expanded by / Condensed by

Formatted: Font: 12 pt, Bold, Underline

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0", Line spacing: At least 24 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25", Tab stops: Not at 0.5"

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

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.31", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

3.2.1 ~~To Plaintiff; Class Representative Service Payment to A~~ payment for the Class Representative Service Payment to Plaintiff of not more than \$~~—(10,000.00 (ten thousand dollars and zero cents))~~ in addition to any Individual Class Payment {and any Individual PAGA Payment} the Class Representative is entitled to receive as a Participating Class Member. ~~XYZ, Defendant~~ will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment Payments, Plaintiff will seek Court approval for any Class Representative Service Payments Payment no

Formatted: Header

~~3.3~~ later than ~~{sixteen (16) court}~~ days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. ~~to be distributed to Participating Class Members.~~ The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

Formatted

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.31", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69"

~~3.2.23.3.1~~ To Class Counsel: A Class Counsel Fees Payment of not more than ~~—%one-third of the Gross Settlement Amount,~~ which is currently estimated to be ~~\$—one hundred seventy thousand seven hundred forty dollars and zero cents (\$170,740.00)~~ and a Class Counsel Litigation Expenses Payment ~~offor actual costs, not more than \$——. XYZto exceed \$30,000.00 (thirty thousand dollars with zero cents). Defendant~~ will not oppose requests for these payments ~~provided that do not exceed these amounts.~~ Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees ~~Payment and Class~~ Litigation Expenses Payment no later than ~~{sixteen (16) court}~~ days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. ~~for distribution to Participating Class Members.~~ Released Parties shall have no liability to Class Counsel or any other Plaintiff's ~~Counselcounsel~~ arising from any claim to any portion ~~anyof~~ Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds ~~XYZDefendant~~ harmless, and indemnifies ~~XYZDefendant~~, from any dispute or controversy regarding any division or sharing of any of these Payments.

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1" + 1.75" + 4.46" + 4.61" + 6.54"

Formatted

~~3.2.3~~ ~~To the Administrator; An Administrator, ExpensesCosts~~ Payment not to exceed

Formatted

Formatted: Header

3.3.2 ~~§~~ eight thousand five hundred and ninety dollars and zero cents (\$8,590.00), except for a showing of good cause and as approved by the Court. To the extent the Administration ~~Expenses~~ Costs are less or the Court approves payment of less than \$ 8,590.00, the Administrator will retain the remainder in the Net Settlement Amount. to be distributed to Participating Class Members.

Formatted

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 2.17" + 2.79"

~~3.2.4.3.3~~ To Each Participating Class Member and Aggrieved Employee: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period ~~and, and (b) multiplying the result by each individual Participating Class Member's Workweeks.~~

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1" + 1.75"

~~(b) multiplying the result by each Participating Class Member's Workweeks.~~

~~3.2.4.1~~ 3.3.3.1 Tax Allocation of Individual Class Payments. —%Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to ~~settlement~~ the Settlement of wage claims (the "Wage Portion"). The Wage ~~Portions are~~ Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The —%remaining ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for ~~e.g., interest, reimbursement, and penalties~~ (the "Non-Wage Portion^(vi)"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

Formatted: Justified, Indent: Left: 0", First line: 0.75", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.44", Tab stops: Not at 1.25" + 2.25" + 5.59" +

Formatted

Formatted

Formatted: Header

~~3.2.4.23.3.3.2~~ Effect of Non-Participating Class Members on Calculation of Individual Class

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

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.75", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.44", Tab stops: Not at 1.25" + 2.25"

~~3.2.5~~ To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$ ~~twenty-five thousand dollars and zero cents (\$25,000.00)~~ to be paid from the Gross Settlement Amount, with 75%

Formatted

~~3.3.4~~ ~~(\$18,750.00)~~ allocated to the LWDA PAGA Payment and 25% (~~\$6,250.00~~) allocated

to the Individual PAGA Payments.

Formatted

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 2.06" + 6.64"

~~3.2.4.13.3.4.1~~ The Administrator will calculate each Individual PAGA Payment by (a)

dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (~~\$~~) of ~~\$6,250.00~~ by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

Formatted: Justified, Indent: Left: 0", First line: 0.75", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.44", Tab stops: Not at 1.25" + 2.25" + 3.12"

Formatted

~~3.2.4.23.3.4.2~~ If the Court approves PAGA Penalties of less than the amount requested, the

Administrator will allocate the remainder to the Net Settlement Amount: ~~to be distributed to Participating Class Members.~~ The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

Formatted: Justified, Indent: Left: 0", First line: 0.75", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.94" + Indent at: 1.44", Tab stops: Not at 1.25" + 2.25"

Formatted

4. ~~SETTLEMENT FUNDING AND PAYMENTS.~~

Formatted: Font: 12 pt, Bold, Underline

4.1 ~~Class Workweeks and Aggrieved Employee Pay Periods.~~ Based on a review of its records to date, XYZ estimates Defendant represents there are ~~409~~ Class Members who collectively worked a total of ~~Workweeks~~ 25,611 workweeks during the Class Period, and ~~Aggrieved Employees who worked~~ a total of ~~11,517~~ PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period.

Formatted

Formatted: List Paragraph, Justified, Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25", Tab stops: Not at 0.5"

Formatted

4.2 — Class Data. Not later than ~~[e.g., 15]~~ten (10) days after the Court grants Preliminary Approval of the Settlement, XYZDefendant will ~~simultaneously~~ deliver the Class Data only to the Administrator as required to administer the Settlement, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. XYZDefendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZDefendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Header

4.3 — ~~Funding of Gross Settlement Amount, XYZ Defendant~~ shall fully fund the Gross Settlement Amount, and ~~also fund~~ the amounts necessary to fully pay ~~XYZ's Defendant's~~ share of payroll taxes by transmitting the funds to the Administrator no later than ~~[14]thirty (30)~~ days after the Effective Date.

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

4.4 — ~~Payments from the Gross Settlement Amount, Within [14]ten (10) days after XYZ Defendant~~ ~~fully~~ funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration ~~ExpensesCosts~~ Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.75" + 1.25"

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

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1" + 1.75"

Formatted

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are ~~returnedreturned~~ undelivered without ~~United States Postal Service ("USPS")~~ forwarding address. Within ~~[seven (7)]~~ days of receiving a returned check, the Administrator must re-mail

Formatted

checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, and requested by the Class Member prior to the ~~void date~~ Void Date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and ~~cancelled~~ canceled after the ~~void date~~ Void Date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure ~~section~~ Section 384, ~~subdivisions~~ subd. (b).] ~~for to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b) ("Cy).~~

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1" + 1.75"

Pres Recipient”) ____]. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

5. **RELEASES OF CLAIMS.** Effective on the date when XYZDefendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, (as calculated by the Settlement Administrator), Plaintiff, Class Members, and Class Counsel, Aggrieved Employees, will release claims against all Released Parties as follows:

5.1 ~~Plaintiff’s Release. Plaintiff and his, her, or their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences [that occurred during the Class Period], including, but not limited to:~~

~~(a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff’s PAGA Notice, [or ascertained during the Action and released under 5.2, below]. (“Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all~~

Formatted: Header

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1" + 1.75"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Underline

Formatted: Underline, Not Expanded by / Condensed by

Formatted: Underline

Formatted: Underline, Not Expanded by / Condensed by

Formatted: Underline

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25", Tab stops: Not at

~~respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.~~

5.1 Plaintiff's Release. Plaintiff recognizes and agrees that Defendant, as part of this Agreement, does not admit any violation of law or any liability of any kind or nature to Plaintiff or to anyone else as a result of or arising out of Plaintiff's relationship and/or employment and/or Plaintiff's separation of employment with Defendant. With the exception of Defendant's obligations under this Agreement, Plaintiff, for himself and for his heirs, executors, administrators, successors, attorneys, agents, representatives, and assigns, hereby fully and forever releases and discharges Released Parties of and from any and all claims, demands, causes of action, charges, losses, and grievances, of whatever kind or nature, whether known or unknown, fixed or contingent, suspected or unsuspected, which Plaintiff now owns or holds or has at any time before this date owned or held against the Released Parties, including but not limited to any and all claims, charges, demands, damages, losses, and causes of action: (1) which arose out of or are in any way connected with Plaintiff's employment with or work for Defendant; (2) which are related to or concern any law, including, but not limited to: (i) breach of contract, false promise, intentional misrepresentation, negligent misrepresentation, and other torts; (ii) discrimination under local, state, or federal law based on age, disability, sex, sexual orientation, gender identity, race, or any other category protected by any such law; (iii) wrongful termination, breach of the covenant of good faith and fair dealing, intentional and negligent infliction of emotional distress, defamation, invasion of privacy, intentional interference with contractual relations and prospective economic advantage, and other torts; (iv) failure to provide reasonable accommodations and/or to provide a timely, good faith interactive process; (v) retaliation; (vi) failure to prevent discrimination, harassment, or retaliation; (vii) harassment; (viii) negligent hiring, supervision, and retention; (3) violation of California *Civil Code*, and/or the California *Labor Code*; (4) any claims under the Americans with Disabilities Act of 1990; Family and Medical Leave Act of 1993; Employee Retirement Income Security Act of 1974; Civil Rights Act of 1991; Fair Labor Standards Act; Title VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; Age Discrimination in Employment Act of 1967, as amended; California Government Code; California Fair Employment and Housing Act; California Family Rights Act; California Labor Code;

California Business & Professions Code; California Civil Code; California Code of Civil Procedure; penalties under the Private Attorneys General Act, sections 2698, *et seq.*; any amendments to any of these statutes, and any other federal, state, or local statute, ordinance, regulation, or common law; or (5) which arose out of or are in any way connected with any transactions, occurrences, acts, omissions, loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Agreement (“Plaintiff’s Released Claims”).

5.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of It is* Plaintiff’s intention that his execution of this Agreement will forever bar every claim, demand, cause of action, charge and grievance against Released Parties existing at any time prior to and through the date of execution of this Agreement. Because this is Plaintiff’s Release intention, Plaintiff expressly waives and relinquishes any and all rights and benefits conferred upon him by the provisions, rights, and benefits, if any, of section of Section 1542 of the California Civil Code, which reads:

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

5.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation or claims based on facts occurring outside the Class Period.

5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees:
All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action] [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.].

Plaintiff understands that the General Release does not release any claims that he cannot lawfully release.

5.2 Released Class Claims: Plaintiff and all Participating Class Members, on behalf of themselves, their heirs, executors, administrators, attorneys, agents, and assigns, will fully and finally release and discharge Released Parties from all state, federal, or local claims, rights, demands, liabilities, damages, penalties, and causes of action, arising from and/or relating to any of the claims alleged in any of the Actions or that could have been alleged based on any of the facts alleged in any of the Actions, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for

expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*), violations of Labor Code Sections 201-204, 218.5, 218.6, 226, 226.7, 227.3, 246, 510, 512, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2102, 2103, 2800, 2802, Code of Civil Procedure Section 1021.5, and applicable Industrial Welfare Commission Wage Orders, that accrued or existed during the Class Period.

5.3 Released PAGA Claims: Plaintiff and all Aggrieved Employees, on behalf of themselves, the LWDA, and the State of California will fully and finally release and discharge Released Parties from all claims, rights, demands, liabilities, and causes of action for PAGA civil penalties, arising from and/or relating to any of the claims alleged in any of the Actions or any LWDA notices related to any of the Actions, or that could have been alleged based on any of the facts alleged in any of the Actions or any LWDA notices related to any of the Actions, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages timely during employment and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12) retaliation (pursuant to Cal. Labor Code § 1102.5); and (13) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558), violations of Labor Code Sections 201-204, 218.5, 218.6, 226, 226.7, 227.3, 246, 510, 512, 1174, 1194,

1194.2, 1197, 1198, 1198.5, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders, that accrued or existed during the PAGA Period.

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

6.1 ~~XYZ’s Defendant’s Declaration in Support of Preliminary Approval. Within~~ days of the full execution of this Agreement, XYZ will prepare and deliver to Class Counsel a signed ~~In their Declaration from XYZ and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and XYZ shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.~~

6.26.1 ~~Plaintiff’s Responsibilities.~~ Plaintiff will prepare ~~and deliver to Defense Counsel all~~ documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under ~~Dunk/Kullar~~ and a request for approval of the PAGA Settlement under Labor Code ~~section~~ Section 2699, ~~subdivisions~~ subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from ~~the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members [and/or the proposed Cy Pres]; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel;~~ (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~[and/or]~~ the Administrator ~~[and/or the proposed Cy Pres];~~ (vi); (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely ~~transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi)~~

Formatted: Header

Formatted: Underline

Formatted: Underline, Not Expanded by / Condensed by

Formatted: Underline

Formatted: Underline, Not Expanded by / Condensed by

Formatted: Underline

Formatted: Underline, Not Expanded by / Condensed by

Formatted: Underline

Formatted: Font: Not Bold

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699, subd. (1)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.36.2 — Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing ~~and filing~~ the Motion for Preliminary Approval ~~no later than [30] days after the full execution of this Agreement; obtaining~~. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval; ~~and for appearing in~~, file the Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering, and deliver the Court's Preliminary Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 — Selection of Administrator. ~~The Parties have jointly selected~~

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.8" + 1.25"

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.8" + 1.25"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Font: 12 pt, Bold, Underline

Formatted: Font: 12 pt, Bold, Underline, Not Expanded by / Condensed by

Formatted

Formatted: Font: 12 pt, Bold

Formatted: Not Expanded by / Condensed by

Formatted: Header

~~Defendant will not object to the appointment of Apex Class Action Administration to serve as the Administrator and Class Counsel represents that it verified that, as a condition of appointment,~~

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

Formatted

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 2.25"

7.2 ~~Employer Identification Number~~. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports/returns and deposits to state and federal tax authorities.

Formatted

7.3 ~~Qualified Settlement Fund~~. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.8" + 1.25"

7.4 Notice to Class Members.

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 1.25"

Formatted: Header

7.4.1 —No later than ~~three (3) business~~five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, ~~PAGA Members~~Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1.25" + 1.75"

Formatted

7.4.2 —Using best efforts to perform as soon as possible, and in no event later than ~~fourteen~~(14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice ~~with~~ Spanish translation, ~~if applicable~~ substantially in the form attached to this Agreement as Exhibit ~~A~~. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods ~~(if applicable)~~ used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1.25" + 1.75" + 4.33"

Formatted

7.4.3 —Not later than ~~3~~business five (5) calendar days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1.25" + 1.75"

Formatted

7.4.4 —The deadlines for Class Members' written objections, ~~Challenges~~challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional ~~fourteen~~(14) days beyond the ~~60~~forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

Formatted

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

7.5 Requests for Exclusion (Opt-Outs).

Formatted: Header

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1.25" + 1.75"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.25", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.96"

7.5.1 —Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than ~~{60}forty-five (45)~~ days after the Administrator mails the Class Notice (plus an additional ~~{fourteen (14)}~~ days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her~~their~~ representative that ~~reasonably communicates the Class Member's election must:~~ (1) contain the name, address, telephone number, and last four digits of the Social Security number of the Class Member; (2) contain a statement that the Class Member wishes to be excluded from the Class Settlement and includes; (3) be signed by the Class Member's name, address~~Member;~~ and email address or telephone number. To be valid, a Request for Exclusion must~~(4)~~ be timely faxed, emailed, or postmarked by the Response Deadline. ~~If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Class Settlement, except a Request for Exclusion not containing the Class Member's telephone number and/or last four digits of the Social Security number will still be deemed valid if the Administrator can reasonably ascertain the identity of the person as a Class Member.~~

7.5.2 —~~The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. Consistent with the requirements of paragraph 7.5.1 above, the Administrator will determine the validity of a Request for Exclusion.~~ The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. ~~If the Administrator~~ has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

~~7.5.3 —~~Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under

Formatted: Header

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1.25" + 1.75"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1.25" + 1.75"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Header

~~Paragraphs~~ paragraphs 5.2 and

~~7.5.3 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement: or cashes the Individual Class Payment check or the Individual PAGA Payment check.~~

7.5.4 —Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the ~~class action components of the Settlement. Because future No Aggrieved Employee may opt out of the PAGA claims are subject to claim preclusion upon entry portion of the Judgment, Non-Participating Class Members who are Settlement. All~~ Aggrieved Employees ~~are deemed to, regardless of whether they opt out of the class portion of the Settlement,~~ release the claims ~~encompassed in the Released PAGA Claims~~ identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

~~5.3 of this Agreement and are eligible for an Individual PAGA Payment.~~

~~7.6 —Challenges to Calculation of Workweeks. Each Class Member shall have {60}forty-five (45) days after the Administrator mails the Class Notice (plus an additional {fourteen (14)} days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to Members must submit supporting documentation with copies of pay stubs or other records. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The~~

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1"

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Header

7.6 The Administrator will resolve Class Workweeks and PAGA Pay Periods challenges with input from Class Counsel and Defense Counsel as needed. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69"

Formatted

7.7 Objections to Settlement.

Formatted

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

Formatted: Justified, Indent: Left: 0", First line: 0.25", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 1.25"

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", No widow/orphan control, Tab stops: Not at 1.25" + 1.75"

Formatted

7.7.2 —Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present ~~oral~~ verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than ~~{60}~~forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional ~~{fourteen}~~ (14) days for Class Members whose Class Notice was re-mailed).

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1.25" + 1.75"

Formatted

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

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1.25" + 1.75"

Formatted

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

Formatted: Header

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

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1.25" + 1.75"

7.8.2 ~~Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator~~ will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than ~~five (5)~~ days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email ~~a list~~ to Class Counsel and Defense Counsel ~~containing the number of valid Requests for Exclusion submitted and the number of invalid Requests for Exclusions submitted. The Administrator will provide to only Defense Counsel~~ (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Header

7.8.2 ~~("Exclusion List"); (b) ("Exclusion List"); (b) copies of all valid Requests for Exclusion submitted.~~

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.5", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1"

The Administrator will provide to both Class Counsel and Defense Counsel (a) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (b) copies of all invalid Requests for Exclusion from Settlement submitted (whether, The Administrator will provide to Class Counsel the names only of Class Members who submitted valid or invalid) Requests for Exclusion.

Formatted

7.8.3 ~~Weekly Reports.~~ The Administrator must, on a weekly basis, provide written reports to

Formatted

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

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1.25" + 1.75"

7.8.4 ~~Workweek and/or Pay Period Challenges.~~ The Administrator has the authority to

Formatted

address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1.25" + 1.75"

7.8.5 ~~Administrator's Declaration.~~ Not later than ~~fourteen (14)~~ days before the date by

Formatted: Justified, Indent: Left: 0", First line: 0.5", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 1", Tab stops: Not at 1.25" + 1.75"

which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The

Formatted

Formatted: Header

Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

~~8. CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE]. Based on its records, XYZ estimates that, as of the date of this Settlement Agreement, (1) there are _____ Class Members and _____ Total Workweeks during the Class period and (2) there were~~

____ Aggrieved Employees who worked _____ Pay Periods during the PAGA
Period.^{vii}

8. ~~XYZ'S~~ **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant represents there are 409 Class Members who collectively worked a total of 25,611 workweeks during the Class Period and 11,517 PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period. If, on final calculation, the total number of workweeks is greater than 10% higher than 25,611 workweeks (i.e. greater than 28,172 workweeks), then Defendant shall have the option of (A) increasing the Gross Settlement Amount by the same percentage for anything over 10% (i.e., if workweeks are 12% greater than 25,611, increase the Gross Settlement Amount by 2%) or (B) have the Class Period and PAGA Period end on the date when 10% is reached (i.e., when workweeks total 28,172). Defendant agrees to provide Plaintiff's counsel with the number of workweeks included in the Class Period no later than five (5) days before filing the Motion for Preliminary Approval of the Settlement. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third (1/3) of the Gross Settlement Amount after the upward adjustment required by this provision is implemented. If the Escalator Clause is triggered Defendant shall select an option prior to the filing for preliminary approval.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** Defendant represents, as of the date of this Agreement, there are 409 Class Members in the Class Period. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ____% of the total of all Class Members, XYZ is greater than 5%, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if XYZ Defendant withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, XYZ Defendant will remain responsible for paying all Settlement Administration Expenses/Costs incurred to that point. XYZ, including any subsequent class notices required to inform Class Members of the cancellation. Defendant must notify Class Counsel and the Court of its election to

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

withdraw not later than ~~seven~~(7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect. Notwithstanding, the Parties agree to not solicit or otherwise encourage Class Members in any way to opt-out of the Class Portion of the Settlement.

10. **MOTION FOR FINAL APPROVAL.** Not later than ~~sixteen~~(16) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a ~~motion~~Motion for ~~final approval~~Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, ~~subdivisions~~subd. (b).; a Proposed Final Approval Order; and a proposed Judgment (collectively, “Motion for Final Approval”), Plaintiff shall provide drafts of these documents to Defense Counsel ~~not later than [seven] days~~ prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 — Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later ~~that~~ than ~~five~~(5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 — Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by ~~revising~~attempting to revise the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator ~~Expenses~~Costs Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph. In other words, the Court’s failure to approve the requested amounts for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Costs Payment shall not terminate the settlement which shall otherwise go forward.

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted: Header

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

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.8" + 1.25"

~~10.4~~ — Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, ~~specifically including the Class Counsel Fees~~

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Header

~~10.4 Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement,~~ the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, ~~and all Aggrieved Employees~~ waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. ~~If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.~~

Formatted

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69"

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

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.8" + 1.25"

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

Formatted: Underline

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25", Tab stops: Not at 0.58"

12. ~~ADDITIONAL PROVISIONS.~~

Formatted

Formatted

12.1 — ~~No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.~~ This Agreement represents a compromise and settlement of highly disputed claims. ~~Nothing in~~

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.8" + 1.25"

this Agreement is intended or should be construed as an admission by ~~XYZ that any~~ Defendant or Released Parties of ~~the allegations in the Operative Complaint have merit or that XYZ has any any~~ liability for or wrongdoing of any kind or that class certification or representative treatment is appropriate in any ~~claims asserted~~ context other than this Settlement, all of which Defendant and Released Parties deny; nor should it be intended or construed as an admission by Plaintiff that ~~XYZ's~~ Defendant's defenses in the ~~Action~~ Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, ~~XYZ reserves the right to contest certification of any class for any reasons, and XYZ reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest XYZ's defenses. Parties reserve all rights.~~ The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation ~~protected by California Evidence Code Section 1152~~ except for proceedings to enforce or effectuate the Settlement and this Agreement).

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Header

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, ~~XYZ~~Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Formatted

12.2 Each Party agrees to immediately notify ~~each~~the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, ~~xyz~~Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, ~~any~~with ~~any~~third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

Formatted

Formatted: List Paragraph, Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69"

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

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", No widow/orphan control, Tab stops: Not at 0.8" + 1.25"

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

Formatted

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ~~XYZ~~Defendant, respectively, to take all appropriate

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.8" + 1.25"

action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Header

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

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.8" + 1.25"

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

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.8" + 1.25"

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

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.8" + 1.25"

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

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.8" + 1.25"

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

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.8" + 1.25"

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

Formatted

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.8" + 1.25"

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

Formatted

Formatted: Header

~~12.14 — Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by XYZ in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from XYZ unless, prior to the Court's discharge of the Administrator's obligation, XYZ makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.~~

~~12.15~~12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Line spacing: At least 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.8" + 1.25"

Formatted: Not Expanded by / Condensed by

SOOJIN KANG, SB# 219738
E-Mail: SKang@ohaganmeyer.com
ASHLEIGH R. KASPER, SB# 294963
E-Mail: AKasper@ohaganmeyer.com
550 S. Hope Street, Suite 2400
Los Angeles, California 90071
Telephone: (213) 647-0005

~~12.18~~12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

~~12.19~~12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement ~~that pursuant to~~ Code of Civil Procedure CCP section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure CCP section 583.310 for the entire period of this settlement process.

_____ For Plaintiff _____ For XYZ

(date)

Formatted: Header

Formatted: Justified, Indent: Left: 0", First line: 0.25", Right: 0", Space Before: 0 pt, Line spacing: Exactly 24 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.44" + Indent at: 0.69", Tab stops: Not at 0.8" + 1.25"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

~~Counsel for XYZ~~

Formatted: Header

12.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6. The Parties further agree that if this Agreement is enforced by any Party for a material breach of this Agreement, the prevailing party shall be entitled to their reasonable attorneys' fees and costs incurred.

12.20 Class Counsel will provide to the LWDA all required notices and documents to facilitate approval of the settlement in accordance with PAGA, including submitting to the LWDA a copy of the settlement agreement at the same time that it is submitted to the court; a copy of the court's judgment; copies of any other orders that award or deny penalties; and a copy of anything else as contemplated herein.

Formatted: Left: 1", Right: 1.06", Top: 0.8", Bottom: 0.2", Header distance from edge: 0.5", Footer distance from edge: 0.27"

12.21 The Parties agree that they will not distribute to any Class Member or Aggrieved Employee any documents, notices, or information regarding the Actions or the settlement other than documents, notices, or information approved by the court. However, nothing in this Agreement shall prevent Plaintiff's counsel from disclosing this settlement for purposes of describing their qualifications as counsel in other cases or as required by a court, nor shall any terms in this Agreement preclude Class Counsel from communicating with and fulfilling its obligations to Class Members or Aggrieved Employees

12.22 Other than to effectuate or enforce the settlement, the Parties agree that until the Motion for Preliminary Approval of Settlement is filed, this MOU and the long-form settlement agreement are confidential and that none of the Parties will issue any press release or other public or non-public representation regarding the settlement, other than as necessary to obtain court approval and effectuate the terms of the settlement or enforce it. The Parties agree and the Parties shall instruct their counsel that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about the settlement or the Actions, even after the motion for approval is filed, except to respond only that "the matter

Formatted: Font: 9 pt

Formatted: Footer, Centered, Line spacing: Exactly 11.55 pt

Formatted: Header

1 was resolved,” or words to that effect. Plaintiff will instruct his counsel that counsel shall not
2 utilize the settlement, this MOU, or the long-form settlement agreement in any way in their
3 marketing or advertising materials or website other than the dollar amount so long as it does not
4 mention any case numbers or named parties to this Action. Nothing herein shall prohibit any of
5 the Parties from disclosing information relating to the settlement as required by law.

6 12.23 The Parties agree that upon final approval of the settlement, a judgment will be
7 entered, confirming the releases herein. This judgment will constitute a binding and final
8 resolution of any and all claims brought by Plaintiff on behalf of himself, the State of California,
9 Participating Class Members, and Aggrieved Employees. This settlement and the judgment
10 entered thereon shall have res judicata effect precluding Plaintiffs, Participating Class Members,
11 and Aggrieved Employees from initiating any other proceedings regarding claims released
12 pursuant to this Settlement Agreement.

13 IT IS SO AGREED.

14 By the Parties:

15 DATED: _____

16 Plaintiff Alberto Acosta

17 DATED: _____

18 Defendant Roxford Produce International, LLC

19 By: _____

20 Position: _____

21 _____
22 Approved by counsel:

23 DATED: _____

24 WILSHIRE LAW FIRM

25 BY: _____

26 John G. Yslas

27 Diego Aviles

28 Counsel for Plaintiff Alberto Acosta

LASC CIV 296 Rev. 02/23

Formatted: Font: 9 pt

Formatted: Footer, Centered, Line spacing: Exactly 11.55 pt

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: O'HAGAN MEYER LLP

BY: _____

Soojin Kang

Ashleigh R. Kasper

Counsel for Defendant Roxford Produce
International, LLC

Formatted: Header

Formatted: Font: 12 pt

Formatted: Normal

Formatted: Font: 9 pt

Formatted: Footer, Centered, Line spacing: Exactly 11.55 pt

EXHIBIT 4



Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Tue 4/14/2026 4:19 PM

To Theresa Chan <theresa.chan@wilshirelawfirm.com>

04/14/2026 04:18:44 PM

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

Item submitted: Proposed Settlement

On 04/14/2026 04:18:44 PM your Proposed Settlement was successfully processed for case number LWDA-CM-993321-23

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Ctheresa.chan%40wilshirelawfirm.com%7Cdb683fe368ed4998e7ca08de9a7c3584%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639118055440423576%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIklFOljoITWFpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sddata=o1o0U1tLodghKe1%2Fxlia3J%2BbFY7O8ydT9xviEFGmGto%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C02%7Ctheresa.chan%40wilshirelawfirm.com%7Cdb683fe368ed4998e7ca08de9a7c3584%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639118055440423576%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIklFOljoITWFpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sddata=o1o0U1tLodghKe1%2Fxlia3J%2BbFY7O8ydT9xviEFGmGto%3D&reserved=0)