

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement,”
3 or “Settlement Agreement”) is made by and between Plaintiff Ronald Young (“Plaintiff”), on his
4 own behalf and on behalf of all Class Members, as defined below, on the one hand, and Defendants
5 Northwest Confections California, LLC and Northwest Confections LLC (“Defendants”) on the
6 other hand (Plaintiff and Defendants are collectively referred to as the “Parties”), in the lawsuit
7 entitled *Ronald Young v. Northwest Confections California, LLC, et al.*, Sacramento County
8 Superior Court Case No. 34-2022-00320387 (the “Action”). This Settlement resolves all claims
9 that were asserted or could have been asserted against Defendants pertaining to the claims in the
10 Action.

11 **I. DEFINITIONS**

12 **A. “Administration Costs”** means all administrative costs of the Settlement, including
13 costs of notice to the Class, settlement administration, and any fees and costs incurred or charged
14 by the Settlement Administrator in connection with the execution of its duties under this Settlement.

15 **B. “Attorneys’ Fees”** means all past and future attorneys’ fees necessary to prosecute,
16 settle, and administer the Action and this Settlement, which shall be paid from the Gross Settlement
17 Amount.

18 **C. “Class Counsel” or “Plaintiff’s Counsel”** means Edwin Aiwazian, Arby Aiwazian,
19 and Joanna Ghosh of Lawyers *for* Justice, PC and Jill J. Parker and S. Emi Minne of Parker &
20 Minne, LLP.

21 **D. “Class Members”** means all current and former non-exempt and/or hourly-paid
22 employees who worked for Defendants within the State of California at any time during the Class
23 Period (collectively referred to as the “Class”).

24 **E. “Class Period”** means the period from May 20, 2018 through February 10, 2024,
25 and includes the First Release Period and Second Release Period as defined herein.

26 **F. “Class Representative” or “Plaintiff”** means Ronald Young.

27 **G. “Class Representative Enhancement Award”** means payment to the Class
28 Representative for his services and efforts on behalf of the Class Members and PAGA Members in

1 this Action.

2 **H. “Class Settlement”** means the settlement and release of Released Class Claims as
3 defined in Section VII(A), below.

4 **I. “Court”** means the Superior Court of the State of California for the County of
5 Sacramento.

6 **J. “Effective Date”** means: the later of: (a) if no timely objections are filed or if all
7 objections are withdrawn, the date upon which the Court enters the Final Approval Order; (b) if an
8 objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed;
9 (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in
10 a way that does not alter the terms of the Settlement.

11 **K. “Final Approval Order”** as used herein means the final formal judgment entered
12 by the Court granting final approval of this Agreement.

13 **L. “First Release Period”** means the period from May 20, 2018 through September
14 19, 2022.

15 **M. “Gross Settlement Amount”** means the total sum of Four Hundred Five Thousand
16 Dollars and Zero Cents (\$405,000.00), which shall be paid by Defendants, and from which all
17 Individual Settlement Payments pursuant to Section XII, Court-approved Attorneys’ Fees and
18 Litigation Costs pursuant to Section XIV, Administration Costs pursuant to Section IX, Class
19 Representative Enhancement Award pursuant to Section XV, and PAGA Penalties pursuant to
20 Section XVII shall be made, except as provided herein. The Gross Settlement Amount is the
21 maximum amount Defendants agree to pay for the Settlement, except for the additional amount of
22 employer’s share of payroll taxes and contributions on the wages portion of Individual Settlement
23 Payments.

24 **N. “Individual Settlement Payments”** means payments made to the Participating
25 Class Members from the Net Settlement Amount as part of the Settlement.

26 **O. “Individual PAGA Payments”** means payments made to the PAGA Members
27 from the Employee PAGA Amount that PAGA Members are eligible to receive under the PAGA
28 Settlement.

1 **P. “Litigation Costs”** means all past and future litigation costs and expenses necessary
2 to prosecute, settle, and administer the Action and the Settlement, which shall be paid from the
3 Gross Settlement Amount.

4 **Q. “Net Settlement Amount”** means the Gross Settlement Amount minus any Court-
5 approved award of Attorneys’ Fees to Class Counsel, Litigation Costs to Class Counsel,
6 Administration Costs to the Settlement Administrator, Class Representative Enhancement Award
7 to Plaintiff, and PAGA Penalties, and as provided in Sections VIII, IX, XIV, XV, and XVII.

8 **R. “PAGA Members”** means all current and former non-exempt and/or hourly-paid
9 employees who worked for Defendants within the State of California at any time during the PAGA
10 Period (collectively referred to as the “PAGA Members”).

11 **S. “PAGA Penalties”** means the amount of Forty Thousand Dollars and Zero Cents
12 (\$40,000.00) from the Gross Settlement Amount which will be allocated toward penalties under
13 the Private Attorneys General Act, California Labor Code § 2698 et seq., of which seventy-five
14 percent (75%) will be paid to the Labor and Workforce Development Agency (i.e., the “LWDA
15 Payment”), and of which twenty-five percent (25%) will be distributed to the PAGA Members (i.e.,
16 the “Employee PAGA Amount”).

17 **T. “PAGA Period”** means the period from May 20, 2021 through February 10, 2024.

18 **U. “PAGA Settlement”** means the settlement and release of Released PAGA Claims
19 as defined in Section VII(B), below.

20 **V. “Participating Class Members”** means all Class Members who do not submit a
21 timely and valid Request for Exclusion.

22 **W. “Request for Exclusion”** means a written statement requesting exclusion from the
23 Class Settlement as provided in Section X, and which (1) contains the case name and number of
24 the Action, (2) contains the Class Member’s full name, address, telephone number, and last four
25 digits of his or her Social Security number; (3) is signed by the Class Member or his or her
26 authorized representative; (4) contains a clear statement that the Class Member requests to be
27 excluded from the Class Settlement; and (5) is sent to the Settlement Administrator, postmarked no
28 later than the Response Deadline.

1 **X. “Second Release Period”** means the period from September 20, 2022 to February
2 10, 2024.

3 **Y. “Settlement”** means the disposition and agreement to resolve the Action.

4 **Z. “Settlement Administrator”** means Phoenix Settlement Administrators
5 (“Phoenix”), the settlement administrator selected by the Parties, and who will be responsible for
6 the administration of the Gross Settlement Amount, as defined below, and all related matters. The
7 Parties each represent that they do not have any financial interest in the Settlement Administrator
8 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
9 interest.

10 **AA. “Workweeks”** means the number of weeks that a Class Member worked for
11 Defendants as an hourly-paid or non-exempt employee in California during the Class Period (based
12 on the number of workweeks in the Class List that Defendants provide to the Settlement
13 Administrator). Each Class Member will be credited with at least one (1) Workweek. A Workweek
14 includes any week in which a Class Member had a time worked entry in Defendants’ timekeeping
15 system.

16 **II. BACKGROUND**

17 **A.** On May 20, 2022, Plaintiff filed the Class Action Complaint for Damages
18 (“Complaint”) in the Sacramento County Superior Court. In the Complaint, Plaintiff alleges, *inter*
19 *alia*, on behalf of himself and all others similarly situated, that Defendants violated the following
20 provisions of the California Labor Code: (1) California Labor Code sections 510 and 1198 (failure
21 to pay overtime); (2) California Labor Code sections 226.7 and 512(a) (failure to provide compliant
22 meal periods and associated premiums); (3) California Labor Code section 226.7 (failure to provide
23 rest periods and associated premiums); (4) California Labor Code sections 1194, 1197, and 1197.1
24 (failure to pay minimum wages); (5) California Labor Code sections 201-203 (failure to timely pay
25 final wages); (6) California Labor Code section 204 (failure to timely pay wages during
26 employment); (7) California Labor Code section 226(a) (failure to provide accurate wage
27 statements); (8) California Labor Code section 1174(d) (failure to keep requisite payroll records);
28 (9) California Labor Code sections 2800 and 2802 (failure to reimburse necessary business

1 expenses); and (10) California Business & Professions Code sections 17200, *et seq.*

2 **B.** On January 17, 2024, Plaintiff sent a letter to the Labor and Workforce Development
3 Agency (“LWDA”), pursuant to California Labor Code section 2699.3, providing notice of his
4 intention to seek civil penalties under the Private Attorneys General Act, California Labor Code
5 section 2698, *et seq.*, for Defendants’ alleged violations of California Labor Code sections 201,
6 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and
7 the Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001 and 4-
8 2001 (“PAGA Notice”).

9 **C.** Class Counsel conducted extensive investigation, discovery, review and analysis of
10 data and documents, and evaluation concerning the claims set forth in the Action.

11 **D.** Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations
12 with Defendants concerning possible settlement of the claims asserted in the Action. These good
13 faith, arms-length negotiations resulted in settlement of the Action and are memorialized in this
14 Settlement Agreement after extensive negotiations about the terms and conditions of the
15 Settlement.

16 **E.** Class Counsel has conducted an investigation of the law and facts relating to the
17 claims asserted in the Action and has concluded, taking into account the sharply contested issues
18 involved, the defenses asserted by Defendants, the expense and time necessary to pursue the Action
19 through trial and any appeals, the risks and costs of further prosecution of the Action, the risk of an
20 adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be received
21 by Plaintiff, the Class Members, the PAGA Members, and the State of California pursuant to this
22 Agreement, that a settlement with Defendants on the terms and conditions set forth herein is fair,
23 reasonable, adequate, and in the best interests of the Class, the PAGA Members, and the State of
24 California. Plaintiff, on his own behalf, on behalf of the Class, and as a private attorney general on
25 behalf of the State of California with respect to PAGA Members, has agreed to settle the Action
26 with Defendants on the terms set forth herein.

27 **F.** Defendants have concluded that, because of the substantial expense of defending
28 against the Action, the length of time necessary to resolve the issues presented herein, the

1 inconvenience involved, and the concomitant disruption to their business operations, it is in
2 Defendants' best interest to accept the terms of this Agreement. Defendants deny each of the
3 allegations and claims asserted against them in the Action. However, Defendants nevertheless
4 desire to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
5 continuing litigation and for the purpose of putting to rest the controversies engendered by the
6 Action.

7 **G.** In order to facilitate the global settlement of the Action and the claims alleged in the
8 PAGA Notice, the Parties have agreed that Plaintiff shall file a First Amended Complaint for
9 Damages and Enforcement Action Under the Private Attorneys General Act, § 2698 Et Seq. (the
10 "First Amended Complaint"), which adds an eleventh cause of action seeking penalties pursuant to
11 the California Labor Code Private Attorneys' General Act, California Labor Code section 2698, et
12 seq. ("PAGA") on behalf of the PAGA Members. A stipulation and proposed order reflecting the
13 Parties' agreement regarding the filing of the First Amended Complaint shall be filed with the Court
14 on or before the date Plaintiff files his Motion for Preliminary Approval.

15 **H.** This Agreement is intended to and does effectuate the full, final, and complete
16 settlement of the allegations and claims set forth in Section II(A)-(B).

17 **III. JURISDICTION**

18 The Court has jurisdiction over the Parties and the subject matter of this Action. The Action
19 includes claims that, while Defendants deny them in their entirety, would, if proven, authorize the
20 Court to grant relief pursuant to the applicable statutes. After the Court has granted final approval
21 of the Settlement and after the Court has ordered the entry of judgment, pursuant to California Code
22 of Civil Procedure Section 664.6, the Court shall retain jurisdiction of the Action solely for the
23 purpose of interpreting, implementing, and enforcing this Settlement consistent with the terms set
24 forth herein.

25 **IV. STIPULATION OF CLASS CERTIFICATION**

26 The Parties stipulate to the certification of the Class pursuant to California Code of Civil
27 Procedure Section 382 for purposes of settlement only. This stipulation is contingent upon the
28 preliminary and final approval and certification of the Class only for purposes of settlement. Should

1 the Settlement not become final, for whatever reason, the fact that the Parties were willing to
2 stipulate provisionally to class certification as part of the Settlement shall have no bearing on, and
3 shall not be admissible in connection with, the issue of whether a class should be certified in a non-
4 settlement context in the Action. Defendants expressly reserve the right to oppose class
5 certification should this Settlement be modified or reversed on appeal or otherwise not become
6 final. In the event that this Agreement is not approved by the Court or any appellate court, is
7 terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived,
8 limited, or affected in any way any claims, rights, or remedies in the Action, and Defendants will
9 not be deemed to have waived, limited, or affected in any way any of its objections or defenses in
10 the Action.

11 **V. MOTION FOR PRELIMINARY APPROVAL**

12 **A.** Plaintiff will bring a motion before the Court for an order preliminarily approving
13 the Settlement including the Notice of Class Action Settlement (“Class Notice”), which is attached
14 hereto as “**Exhibit A**,” and including certification of the Class for settlement purposes only.

15 **B.** The date that the Court enters an order granting preliminary approval of the
16 Settlement will be the “Preliminary Approval Date.”

17 **C.** Class Counsel will prepare the motion for preliminary approval of the Settlement.
18 Defendants agree that they will not oppose Plaintiff’s Motion for Preliminary Approval as long as
19 it is in conformity with this Agreement, nor shall they seek to delay the hearing on this motion for
20 more than thirty (30) days from the date obtained by Plaintiff. This is a material term of the
21 Settlement and any delay or opposition by Defendants will be grounds for Plaintiff to withdraw
22 from the Settlement.

23 **VI. STATEMENT OF NO ADMISSION**

24 **A.** Defendants deny liability for any claim or cause of action asserted in the PAGA
25 Notice and the Action. This Agreement does not constitute, and is not intended to constitute, an
26 admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims
27 made against it in the Complaint, the First Amended Complaint, and the PAGA Notice.
28

1 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
2 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
3 during the course of the negotiations leading to this Agreement or the Settlement, is intended by
4 the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be
5 admissible in any way in this case or any other judicial, arbitral, administrative, investigative or
6 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,
7 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The
8 Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in
9 this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding,
10 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
11 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
12 purpose. Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding
13 before the Court that has as its purpose the interpretation, implementation, or enforcement of this
14 Agreement or any orders or judgments of the Court entered in connection with implementation of
15 this Agreement and/or the Settlement.

16 **C.** None of the documents produced or created by Plaintiff or the Class in connection
17 with settlement procedures constitute, and they are not intended to constitute, an admission by
18 either Plaintiff or Defendants regarding whether or not any violation of any federal, state, or local
19 law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in
20 equity has occurred.

21 **VII. WAIVER, RELEASE, AND CONFIDENTIALITY**

22 **A. Release As to All Participating Class Members.**

23 Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff and
24 all Participating Class Members waive, release, and discharge Defendants, and their past, present
25 and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents,
26 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
27 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers
28 (collectively, “Released Parties”) of any and all wage-related claims that were alleged in or which

could have been alleged in the Complaint based on the factual allegations in the Complaint, including the following claims, under any legal theory of liability arising under California law, local law, and the federal Fair Labor Standards Act, 29 U.S.C. section 201 *et seq.* (“FLSA”), for: (1) any alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders arising during the First Release Period relating to any alleged meal or rest period violations and any alleged failure to pay overtime wages under any legal theory of liability arising during the Second Release Period; (2) any alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders arising during the Class Period; (3) any alleged failure to provide rest periods pursuant to California Labor Code section 226.7 and the IWC Wage Orders arising during the Class Period; (4) any alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders arising during the First Release Period relating to any alleged meal or rest period violations and any alleged failure to pay all minimum wages owed under any legal theory of liability arising during the Second Release Period; (5) any alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders arising during the First Release Period relating to any alleged meal or rest period violations and any alleged failure to pay all wages owed at termination under any legal theory of liability arising during the Second Release Period; (6) any alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders arising during the Class Period; (7) any alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders arising during the First Release Period relating to any alleged meal or rest period violations and any alleged failure to furnish accurate itemized wage statements under any legal theory of liability arising during the Second Release Period; (8) any alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and the IWC Wage Orders arising during the Class Period; (9) any alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders arising during the Class Period; and (10) any alleged violations of California Business & Professions Code sections 17200, *et seq.* arising during

1 the Class Period (collectively, “Released Class Claims”). In addition, all Participating Class
2 Members who cash their individual settlement payment checks will be deemed to have given their
3 consent to “opt in” as a party plaintiff in this action pursuant to the FLSA, including Section 216,
4 and to have waived and released any claims they may have under the FLSA as related to the claims
5 that were or arise from the facts asserted in the Action during the time period three years prior to
6 the cashing of the individual settlement payment check.

7 **B. Release as to State of California and PAGA Members.**

8 Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff, the
9 State of California, and the PAGA Members waive, release, and discharge Released Parties of any
10 and all claims, actions, and causes of action for civil penalties under the Private Attorneys General
11 Act, California Labor Code section 2698, et seq., arising during the PAGA Period, based on the
12 factual allegations and legal theories in the PAGA Notice and Complaint, for alleged violations of
13 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
14 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter*
15 *alia*, Wage Orders 1-2001 and 4-2001 (collectively, “Released PAGA Claims”).

16 **C. General Release by Plaintiff Only.**

17 In addition to the releases made in Section VII(A)-(B), Plaintiff makes the additional
18 following general release of all claims, known or unknown. Plaintiff releases the Released Parties
19 from all claims, demands, rights, liabilities and causes of action of every nature and description
20 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract,
21 or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in
22 connection with Plaintiff’s relationship with Defendants as well as any and all acts or omissions by
23 or on the part of Defendants, excluding only claims that, by law, may not be privately released.
24 (The release set forth in this Section VII(C) shall be referred to hereinafter as the “General
25 Release.”)

26 With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective
27 Date, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent
28

1 permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code,
2 or any other similar provision under federal or state law, which provides:

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

9 This release specifically excludes claims for unemployment insurance, disability, social security,
10 and workers compensation (with the exception of claims arising pursuant to California Labor Code
11 Sections 132(a) and 4553). Accordingly, if the facts relating in any manner to this Settlement are
12 found hereafter to be other than or different from the facts now believed to be true, the release of
13 claims contained herein shall be effective as to all unknown claims.

14 **VIII. MONETARY CONSIDERATION FOR SETTLEMENT**

15 **A. Consideration for This Agreement.**

16 As consideration for this Agreement, Defendants will make a payment that totals the Gross
17 Settlement Amount of \$405,000.00. The payment of the Gross Settlement Amount represents full
18 and complete settlement of this matter. The Gross Settlement Amount includes all Attorneys' Fees
19 and Litigation Costs, Settlement Administration Costs, Class Representative Enhancement Award,
20 and PAGA Penalties. The balance of the Gross Settlement Amount, after deduction of Attorneys'
21 Fees and Litigation Costs, Settlement Administration Costs, Class Representative Enhancement
22 Award, and PAGA Penalties, will be the Net Settlement Amount. Defendants' employer payroll
23 taxes and contributions in connection with the wages portion of the Settlement ("Employer Taxes")
24 shall be paid separately and in addition to the Gross Settlement Amount.

25 **B. Potential Increase to the Settlement Amount or Reduction of Class Period.**

26 Defendants represented that the Class Members worked a total of approximately 31,187
27 Workweeks during the Class Period as of December 12, 2023. If the number of Workweeks during
28 the Class Period is actually more than 10% higher than 31,187, i.e., there are more than 34,305.7
Workweeks for the referenced time period ("Workweeks Threshold"), Defendants shall have the
option to (1) increase the Gross Settlement Amount on a *pro rata* basis to the extent the Workweeks

1 Threshold is exceeded, or (2) modify the end date of the Class Period and Second Release Period
2 so that the Workweeks do not exceed the Workweeks Threshold. For example, if the Workweeks
3 for the referenced time period exceed the Workweeks Threshold by 1%, then Defendants shall
4 choose to either increase the Gross Settlement Amount by 1% or reduce the Class Period and
5 Second Release Period so that the Workweeks do not exceed the Workweeks Threshold.

6 **IX. SETTLEMENT ADMINISTRATOR**

7 Plaintiff and Defendants, through their respective counsel, have selected Phoenix
8 Settlement Administrators as the Settlement Administrator to administer the Settlement, which
9 includes but is not limited to, translating the Class Notice from English to Spanish, distributing and
10 responding to inquiries about the Class Notice, determining the timeliness, validity, and/or
11 completion of any objections, Requests for Exclusion, and/or Workweeks Disputes, and calculating
12 all amounts to be paid from the Net Settlement Amount. Charges and expenses of the Settlement
13 Administrator, estimated to be no more than Fifteen Thousand Dollars and Zero Cents
14 (\$15,000.00), will be paid from the Gross Settlement Amount. Any charges and expenses of the
15 Settlement Administrator greater than the allocated \$15,000.00 will be paid from the Gross
16 Settlement Amount. If the actual Administration Costs awarded are less than the amount provided
17 herein, the difference will be part of the Net Settlement Amount. The Parties agree that this
18 Agreement may be provided to the Settlement Administrator to effectuate its implementation of the
19 settlement procedures herein.

20 **X. NOTICE, OBJECTIONS, AND EXCLUSION RIGHTS**

21 **A. Notice to the Class.**

22 Plaintiff and Defendants, through their respective attorneys, have jointly prepared the Class
23 Notice, which in substance will be provided to the Class Members as follows:

24 **1.** As soon as practicable following preliminary approval of the Settlement, but
25 no later than fourteen (14) calendar days after the Preliminary Approval Date, Defendants will
26 provide to the Settlement Administrator the following information for each Class Member: (1) full
27 name; (2) last known address; (3) last known telephone number; (4) Social Security number; (5)
28 start and end dates of active employment as a non-exempt employee of Defendants in the State of

1 California; (6) total Workweeks during the Class Period; (7) total Workweeks during the PAGA
2 Period; and (8) any other information required by the Settlement Administrator in order to
3 effectuate the terms of the Settlement (collectively, the “Class List”). Defendants further agree to
4 consult with the Settlement Administrator prior to the production date to ensure that the format will
5 be acceptable to the Settlement Administrator. Plaintiff’s Counsel shall also receive a redacted
6 Class List that shall only disclose an identification number attributed to each Class Member and
7 their associated Workweeks during the Class Period and PAGA Period.

8 **2.** The Settlement Administrator shall run all the addresses provided through
9 the United States Postal Service NCOA database (which provides updated addresses for any
10 individual who has moved in the previous four years who has notified the U.S. Postal Service of a
11 forwarding address) to obtain current address information, and shall mail the Class Notice to the
12 Class Members via first-class U.S. Mail using the most current mailing address information
13 available, within seven (7) calendar days of the receipt of the Class List from Defendants.

14 **3.** The Class Notice will include information regarding the nature of the Action;
15 a summary of the terms of the Settlement; the definition of the Class; a statement that the Court has
16 preliminarily approved the Settlement; the nature and scope of the claims being released; the
17 procedure and time period for objecting to the Class Settlement, the date and location of the Final
18 Approval Hearing; information regarding the procedure for opting out of the Class Settlement; the
19 number of Workweeks credited to each Class Member and the procedure for disputing the number
20 of Workweeks credited; and the estimated Individual Settlement Payment for each Class Member.

21 **4.** If a Class Notice is returned as undeliverable within thirty (30) calendar days
22 after the initial mailing, the Settlement Administrator will perform a skip trace in an attempt to
23 locate a more current address within three (3) business days of receipt of the returned mail. If the
24 Settlement Administrator is successful in locating an updated address, it will re-mail the Class
25 Notice to the Class Member as soon as possible. Further, any Class Notices returned with a
26 forwarding address to the Settlement Administrator before the Response Deadline shall be re-
27 mailed to the forwarding address affixed thereto.

1 **5.** Class Members will be given sixty (60) calendar days after the Class Notice
2 is initially mailed to the Class Members, to submit Workweeks Disputes, Requests for Exclusion,
3 and/or written objections (“Response Deadline”). With respect to any Class Notice that is re-
4 mailed, the Response Deadline for the Class Member whose Class Notice is re-mailed will be
5 extended an additional fifteen (15) calendar days from the original Response Deadline.

6 **6.** No later than twenty-five (25) calendar days before the Final Approval
7 Hearing, the Settlement Administrator shall provide counsel for Defendants and Class Counsel with
8 a declaration attesting to the completion of the settlement notice administration process, including
9 the number of attempts to obtain valid mailing addresses for and re-sending of any returned Notices,
10 as well as the number of Workweeks Disputes, Requests for Exclusion, and objections received.

11 **B. Objections.**

12 Class Members who do not submit a Request for Exclusion may object to the Class
13 Settlement. To object to the Class Settlement, a Participating Class Member may send a written
14 objection to the Settlement Administrator or appear at the Final Approval Hearing with or without
15 submitting a written objection to the Class Settlement. The Participating Class Member may appear
16 personally or through an attorney, at his or her own expense, at the Final Approval Hearing to
17 present his or her objection directly to the Court. However, any attorney who will represent an
18 objector must file a notice of appearance with the Court and serve Class Counsel and Defendants’
19 counsel no later than the Response Deadline. A written objection to the Class Settlement must: (1)
20 contain the case name and number of the Action; (2) contain the Participating Class Member’s full
21 name, address, telephone number, signature, and last four digits of his or her Social Security
22 number; (3) clearly state the grounds for the objection; (4) state whether the Participating Class
23 Member intends to appear at the Final Approval Hearing; and (5) be mailed to the Settlement
24 Administrator, postmarked no later than the Response Deadline. If a Class Member objects to the
25 Class Settlement, the Class Member will remain a Participating Class Member and if the Court
26 approves this Agreement, the Participating Class Member will be bound by the terms of the Class
27 Settlement in the same way and to the same extent as a Participating Class Member who does not
28 object to the Class Settlement. The date of mailing of the Class Notice to the objecting Participating

1 Class Member shall be conclusively determined according to the records of the Settlement
2 Administrator. The Court retains final authority with respect to the consideration and admissibility
3 of any objections to the Class Settlement from Participating Class Members. The Class Notice
4 shall contain instructions on how to object to the Class Settlement.

5 **C. Opportunity to Be Excluded from the Class Settlement and Defendants' Opt-**
6 **Out Threshold.**

7 **1.** In order for any Class Member to validly exclude himself or herself from the
8 Class Settlement (i.e., to validly opt out of the Class Settlement), a Request for Exclusion must: (1)
9 contain the case name and number of the Action; (2) contain the Class Member's full name, address,
10 telephone number, and last four digits of his or her Social Security number; (3) be signed by the
11 Class Member or his or her authorized representative; (4) contain a clear statement that the Class
12 Member requests to be excluded from the Class Settlement; and (5) be sent to the Settlement
13 Administrator, postmarked no later than the Response Deadline. The Class Notice shall contain
14 instructions on how to opt out.

15 **2.** The date of the initial mailing of the Class Notice, and the date the signed
16 Request for Exclusion was postmarked, shall be conclusively determined according to the records
17 of the Settlement Administrator. Any Class Member who timely and validly submits a Request for
18 Exclusion will not be entitled to an Individual Settlement Payment, will not be bound by the Class
19 Settlement, and will not have any right to object, appeal, or comment thereon.

20 **3.** Any Class Member who does not submit a timely and valid Request for
21 Exclusion to the Settlement Administrator will be deemed bound by the Class Settlement in
22 accordance with this Settlement. All PAGA Members shall be bound by the PAGA Settlement
23 regardless of their decision to participate in the Class Settlement.

24 **4.** In the event that more than five percent (5%) of the Class Members exercise
25 their right to exclude themselves and opt out of the Class Settlement, Defendants retain the
26 exclusive right, but not the obligation, to withdraw from and terminate the Settlement and return
27 all Parties back to their same position before the Settlement was reached and the Settlement
28 Agreement was entered into. In the event that Defendants exercise such rights under this Section,

1 Plaintiff and Defendants shall resume the Action. Defendants must notify Class Counsel and the
2 Court in writing of such a decision to withdraw and terminate the Settlement no later than five (5)
3 business days after receiving written notice from the Settlement Administrator that the number of
4 opt outs exceed 5% of the Class. In the event of Defendants' withdrawal, no Party may use the fact
5 that the Parties agreed to the Settlement for any reason, and Defendants shall pay all administration
6 expenses incurred through the date of its termination of the Settlement.

7 **D. Cooperation.**

8 The Parties and their respective counsel agree not to encourage members of the Class to opt
9 out of the Class Settlement or to object to the Class Settlement, directly or indirectly, through any
10 means. However, if a Class Member contacts Class Counsel, Class Counsel may discuss the terms
11 of the Settlement and the Class Member's options with respect to the Settlement.

12 **XI. WORKWEEKS DISPUTE PROCEDURE**

13 **A.** If a Participating Class Member and/or PAGA Member disputes the number of
14 Workweeks credited to him or her for the Class Period and/or PAGA Period, which will be set forth
15 in the Class Notice, he or she must submit a written dispute ("Workweeks Dispute") that: (1)
16 contains the case name and number of the Action; (2) contains the Participating Class Member
17 and/or PAGA Member's full name, address, telephone number, signature, and last four digits of his
18 or her Social Security number; (3) contains a statement setting forth the number of Workweeks
19 during the Class Period and/or PAGA Period that he or she contends is correct and attaches any
20 relevant documentation in support thereof; and (4) is submitted to the Settlement Administrator by
21 mail, postmarked no later than the Response Deadline. If a Participating Class Member and/or
22 PAGA Member does not dispute his or her number of Workweeks, the number of Workweeks set
23 forth in the Class Notice will govern the Individual Settlement Payment to the Participating Class
24 Member and/or the Individual PAGA Payment to the PAGA Member, and such individual need
25 not take further action to participate in the Settlement.

26 **B.** Upon timely receipt of any such challenge, the Settlement Administrator, in
27 consultation with counsel for Defendants, will review the pertinent records showing the dates the
28 Participating Class Member and/or PAGA Member worked for Defendants in California and the

1 number of Workweeks worked, which records Defendants agree to make available to the Settlement
2 Administrator.

3 **C.** After consulting with Class Counsel and counsel for Defendants, the Settlement
4 Administrator shall compute the number of Workweeks to be used in computing the Participating
5 Class Member's *pro rata* share of the Net Settlement Amount and the PAGA Members' *pro rata*
6 share of the Employee PAGA Amount. In the event that there is a disparity between the number
7 of Workweeks a Participating Class Member claims he or she worked during the Class Period
8 and/or the number of Workweeks a PAGA Member claims he or she worked during the PAGA
9 Period and the number of Workweeks indicated by Defendants' records, Defendants' records will
10 control unless inconsistent with records provided by the Participating Class Member and/or PAGA
11 Member (or bona fide copies thereof), in which case the records provided by the Participating Class
12 Member and/or PAGA Member will control. The Settlement Administrator's decision as to the
13 number of Workweeks to be credited to a Participating Class Member and/or PAGA Member shall
14 be final and non-appealable. The Settlement Administrator shall send written notice of the decision
15 on any such dispute to the Participating Class Member and/or PAGA Member, to Class Counsel,
16 and counsel for Defendants within ten (10) calendar days of receipt of the Workweeks Dispute.

17 **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

18 **A. Formula for Calculating Individual Settlement Payments.**

19 Participating Class Members will receive a lump sum payment as good and valuable
20 consideration for the waiver and release of Released Class Claims set forth in Section VII(A),
21 above, in an amount determined by the Settlement Administrator in accordance with the provisions
22 of this Agreement. Each Participating Class Member's Individual Settlement Payment will be
23 determined as follows:

24 **1.** Defendants will calculate the number of Workweeks of each Class Member
25 during the Class Period and include this information in the Class List.

26 **2.** The value of each Workweek shall be determined by the Settlement
27 Administrator by dividing the Net Settlement Amount by the total number of Workweeks of all
28 Participating Class Members ("Class Workweek Value").

1 3. Each Participating Class Member's individual Workweeks will be multiplied
2 by the Class Workweek Value to arrive at his or her Individual Settlement Payment. Individual
3 Settlement Payments for each Participating Class Member will be reduced by any required legal
4 deductions for the employee's share of taxes and withholdings on the wages portion of the
5 Individual Settlement Payments.

6 **B. Formula for Calculating Individual PAGA Payments.**

7 PAGA Members will receive a lump sum payment as good and valuable consideration for
8 the waiver and release of Released PAGA Claims set forth in Section VII(B), above, in an amount
9 determined by the Settlement Administrator in accordance with the provisions of this Agreement.
10 Each PAGA Member's Individual PAGA Payment will be determined as follows:

11 1. Defendants will calculate the number of Workweeks of each PAGA Member
12 during the PAGA Period ("PAGA Workweeks") and include this information in the Class List.

13 2. The value of each PAGA Workweek shall be determined by the Settlement
14 Administrator by dividing the Employee PAGA Amount by the total number of PAGA Workweeks
15 of all PAGA Members ("PAGA Workweek Point Value").

16 3. Each PAGA Member's individual PAGA Workweeks will be multiplied by
17 the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment.

18 **C. Funding of Settlement.**

19 Within fourteen (14) calendar days of the Effective Date, Defendants will deposit the Gross
20 Settlement Amount into an interest-bearing account established by the Settlement Administrator
21 for administration of the Settlement. At no time prior to the Effective Date shall Defendants be
22 required to pay or escrow any portion of the Gross Settlement Amount.

23 **D. Time for Distribution.**

24 1. The Settlement Administrator shall distribute the Court-approved Attorney's
25 Fees and Litigation Costs to Class Counsel, Court-approved Class Representative Enhancement
26 Award to Plaintiff, Court-approved Administration Costs to the Settlement Administrator, LWDA
27 Payment to the LWDA, Individual Settlement Payments to Participating Class Members, and the
28 Individual PAGA Payments to PAGA Members within ten (10) calendar days following the full

1 funding of the Settlement.

2 **2.** If an Individual Settlement Payment and/or Individual PAGA Payment
3 check is returned to the Settlement Administrator as undeliverable within thirty (30) calendar days
4 of the mailing of the check, the Settlement Administrator shall promptly attempt to obtain a valid
5 mailing address by performing a skip trace search and, if another address is identified, shall mail
6 the check to the newly identified address. The Settlement Administrator may, at its discretion,
7 distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single
8 check that combines both payments (if applicable).

9 **3.** Any checks issued by the Settlement Administrator to Participating Class
10 Members and PAGA Members will be valid and negotiable for one hundred and eighty (180) days
11 after issuance, and thereafter, the checks will be cancelled. The funds remaining and associated
12 with cancelled Individual Settlement Payment and/or Individual PAGA Payment checks shall be
13 forwarded to the Controller of the State of California pursuant to the Unclaimed Property Law,
14 California Civil Code § 1500, *et seq.*, to be held in trust for those Participating Class Members and
15 PAGA Members who did not timely cash their Settlement checks. The Parties agree that this
16 disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as all
17 payments to the Participating Class Members and PAGA Members will be paid out, whether or not
18 these individuals cash their Settlement checks.

19 **XIII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

20 The amounts paid under this Agreement do not represent a modification of any previously
21 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
22 Defendants. Such amounts will not form the basis for additional contributions to, benefits under,
23 or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by
24 Defendants’ policies or bonus programs. Any payments made under the terms of this Settlement
25 shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages,
26 or any other form of compensation for the purposes of Defendants’ benefit plan, policy, or bonus
27 program. Defendants retain the right to modify the language of its benefit plan, policies, and bonus
28 programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement

are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

XIV. CLASS COUNSEL ATTORNEYS’ FEES AND LITIGATION COSTS

Defendants shall not oppose an application by Class Counsel for an amount up to thirty-five percent (35%) of the Gross Settlement Amount for all past and future attorneys’ fees necessary to prosecute, settle, and administer the Action and this Settlement. Additionally, Defendants shall not oppose an application by Class Counsel for an amount up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) for all past and future litigation costs and expenses necessary to prosecute, settle, and administer the Action and the Settlement. Any Attorneys’ Fees or Litigation Costs awarded to Class Counsel by the Court as part of the Settlement shall be deducted from the Gross Settlement Amount for the purpose of determining the Net Settlement Amount. The “future” aspect of these amounts includes, without limitation, all time and expenses expended by Class Counsel in implementing the Settlement and securing preliminary and final approval (including any appeals therein). There will be no additional consideration paid by Defendants for such work; although such work may cause Class Counsel’s lodestar to increase, Class Counsel will be limited to the Attorneys’ Fees and Litigation Costs provided for under the Settlement. The Attorneys’ Fees and Litigation Costs shall include all attorneys’ fees, litigation costs, and expenses for which Plaintiff and Class Counsel could claim under any legal theory whatsoever with respect to the Action. Within ten (10) calendar days following the full funding of the Settlement, the Settlement Administrator shall disburse payment to Class Counsel from the Gross Settlement Amount for the Court-approved Attorneys’ Fees and Litigation Costs. Should the Court approve a lesser percentage or amount of Attorneys’ Fees and/or Litigation Costs than the amount that Class Counsel ultimately seeks, then any such unapproved portion or portions shall be part of the Net Settlement Amount to be distributed to Participating Class Members on a *pro rata* basis.

XV. CLASS REPRESENTATIVE ENHANCEMENT AWARD TO PLAINTIFF

Defendants shall not oppose an application by Plaintiff, and Plaintiff shall not seek or

1 receive an amount in excess of Ten Thousand Dollars and Zero Cents (\$10,000.00) for his
2 participation in and assistance with the Action. Any Class Representative Enhancement Award
3 awarded to Plaintiff by the Court as part of the Settlement shall be deducted from the Gross
4 Settlement Amount for the purpose of determining the Net Settlement Amount, and shall be
5 reported on an IRS Form 1099. If the Court approves a Class Representative Enhancement Award
6 of less than \$10,000.00 to Plaintiff, then the unapproved portion or portions shall be part of the Net
7 Settlement Amount to be distributed to Participating Class Members on a *pro rata* basis.

8 **XVI. TAXATION AND ALLOCATION**

9 **A.** The Parties agree that all employees' share of employment taxes and other legally
10 required withholdings will be withheld from payments to the Participating Class Members and
11 Plaintiff based on the Parties stipulated allocation of the Net Settlement Amount as provided for in
12 this Section.

13 **B.** In Defendants' sole discretion, and to which Plaintiff and Class Counsel do not
14 object, the amount of federal income tax withholding will be based upon a flat withholding rate for
15 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
16 supplemented. Income tax withholdings will also be made pursuant to applicable state and/or local
17 withholding codes or regulations.

18 **C.** For withholding tax characterization purposes and payment of taxes, the Individual
19 Settlement Payments to Participating Class Members shall be deemed twenty percent (20%) wages
20 and eighty percent (80%) penalties, interest, and non-wage damages.

21 **D.** For withholding tax characterization purposes and payment of taxes, the Individual
22 PAGA Payments to PAGA Members shall be deemed one hundred percent (100%) penalties.

23 **E.** Forms W-2 and/or Forms 1099 will be distributed at times and in the manner
24 required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement,
25 by the Settlement Administrator. If the Code, the regulations promulgated thereunder, or other
26 applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section
27 may be modified in a manner to bring Defendants into compliance with any such changes.
28

1 F. The employer's share of payroll taxes and contributions on the wages portion of
2 Individual Settlement Payments will be paid by Defendants in addition to and not as a deduction
3 from the Gross Settlement Amount.

4 **XVII. PAGA ALLOCATION**

5 In order to implement the terms of this Settlement and to settle claims alleged under the
6 Private Attorneys General Act, California Labor Code section 2698 *et seq.*, the Parties agree to
7 allocate Forty Thousand Dollars and Zero Cents (\$40,000.00) from the Gross Settlement Amount
8 as PAGA Penalties. Seventy-five percent (75%) of the PAGA Penalties (i.e., \$30,000.00) will be
9 distributed to the LWDA, and twenty-five percent (25%) of the PAGA Penalties (i.e., \$10,000.00)
10 will be distributed on a *pro-rata* basis to the PAGA Members. Plaintiff's Counsel will provide
11 notice to the LWDA of the fact that the Settlement has been approved by the Court along with a
12 copy of the Final Approval Order through the appropriate LWDA/DIR website. PAGA Members
13 will be issued their Individual PAGA Payments regardless of their decision to opt-out of the Class
14 Settlement.

15 **XVIII. COURT APPROVAL**

16 A. This Agreement and the Settlement is contingent upon final approval by the Court
17 and entry of judgment. Plaintiff and Defendants agree to take all steps as may be reasonably
18 necessary to secure both preliminary approval and final approval of the Settlement, to the extent
19 not inconsistent with the terms of this Agreement, and will not take any action adverse to each other
20 in obtaining approval by the Court, and, if necessary, appellate approval, of the Settlement in all
21 respects. Plaintiff and Defendants expressly agree that they will not file any objection to the terms
22 of the Settlement or assist or encourage any person or entity to file any such objection.

23 B. In the event it becomes impossible to secure approval of the Settlement, the Parties
24 shall be restored to their respective positions in the Action, as of the date on which the Settlement
25 was reached, except as otherwise provided in Section XIX, below.

26 **XIX. MISCELLANEOUS PROVISIONS**

27 A. **Interim Stay of Action.**

28 Plaintiff and Defendants agree to the stay of all proceedings in the Action, including with

1 respect to California Code of Civil Procedure section 583.310, except such proceedings necessary
2 to implement and complete the Settlement, pending final approval of the Settlement by the Court.

3 **B. Interpretation of the Agreement.**

4 This Agreement constitutes the entire agreement between Plaintiff and Defendants. Except
5 as expressly provided herein, this Agreement has not been executed in reliance upon any other
6 written or oral representations or terms, and no such extrinsic oral or written representations or
7 terms shall modify, vary from or contradict its terms. In entering into this Agreement, the Parties
8 agree that this Agreement is to be construed according to its terms and may not be varied or
9 contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws
10 of the State of California, both in its procedural and substantive aspects, without regard to its
11 conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject
12 matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California
13 for the County of Sacramento, and Plaintiff and Defendants hereby consent to the personal
14 jurisdiction of the Court over them solely in connection therewith. Plaintiff, on his own behalf, on
15 behalf of the Class, and on behalf of the State of California pursuant to PAGA, and Defendants
16 participated in the negotiation and drafting of this Agreement and had available to them the advice
17 and assistance of independent counsel. As such, neither Plaintiff nor Defendants may claim that
18 any ambiguity in this Agreement should be construed against the other. The terms and conditions
19 of this Agreement constitute the exclusive and final understanding and expression of all agreements
20 between Plaintiff and Defendants with respect to the Settlement.

21 **C. Further Cooperation.**

22 Plaintiff and Defendants and their respective attorneys shall proceed diligently to prepare
23 and execute all documents, to seek the necessary approvals from the Court, and to do all things
24 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

25 **D. Confidentiality of Documents and Information.**

26 Plaintiff, the Settlement Administrator, and Class Counsel shall maintain the confidentiality
27 of all documents and other information obtained in the Action that were specifically designated as
28

1 confidential at the time they were produced (formally or informally) in the Action, unless ordered
2 to be disclosed by the Court or by a subpoena.

3 **E. Neutral Employment Reference.**

4 Defendants agree that they will adopt a neutral reporting policy regarding any future
5 employment references related to Plaintiff. In the event that any potential or future employers of
6 Plaintiff request a reference regarding Defendants' employment of Plaintiff, Defendants shall only
7 provide Plaintiff's dates of employment and job titles during employment. Defendants shall not
8 refer to the Action or this Settlement.

9 **F. Counterparts.**

10 The Agreement may be executed in one or more actual or non-original counterparts, either
11 through a physical original, facsimile, electronic, or e-mail signature, all of which will be
12 considered one and the same instrument and all of which will be considered duplicate originals.

13 **G. Authority.**

14 Each individual signing below warrants that he or she has the authority to execute this
15 Agreement on behalf of the Party for whom or which that individual signs.

16 **H. No Third-Party Beneficiaries.**

17 Plaintiff, Participating Class Members, PAGA Members, the LWDA, Defendants, and
18 Released Parties are intended beneficiaries of this Agreement, and there are no other third-party
19 beneficiaries.

20 **I. Modification.**

21 Before this Agreement has been submitted to the Court in connection with seeking
22 preliminary approval of the Settlement, it may not be changed, altered, or modified, except in a
23 writing signed by the counsel for the Parties. After this Agreement has been submitted to the Court
24 in connection with seeking preliminary approval of the Settlement, it may not be changed, altered,
25 or modified, except in a writing signed by the counsel for the Parties, subject to approval by the
26 Court. Notwithstanding the forgoing, the Parties agree that any dates contained or contemplated in
27 this Agreement may be modified by agreement of counsel for the Parties in writing without
28 approval by the Court if the Parties agree and cause exists for such modification. This Agreement

1 may not be discharged except by performance in accordance with its terms or by a writing signed
2 by the Parties.

3 **J. Deadlines Falling on Weekends or Holidays.**

4 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
5 legal holiday, that deadline shall be continued until the following business day.

6 **K. California Law Governs.**

7 All terms of this Settlement Agreement and Exhibits hereto will be governed and interpreted
8 according to the laws of the State of California.

9 **L. Severability.**

10 In the event that any one or more of the provisions contained in this Agreement shall for
11 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
12 unenforceability shall in no way effect any other provision if Defendants' counsel and Class
13 Counsel, on behalf of the Parties, the Settlement Class, State of California, and PAGA Members,
14 mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never
15 been included in this Agreement.

16 **M. Binding on Successors and Assigns.**

17 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors
18 or assigns of the Parties hereto, as previously defined.

19 **N. Waiver.**

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

23 **O. Representation by Counsel.**

24 The Parties acknowledge that they have been represented by counsel throughout all
25 negotiations that preceded the execution of this Agreement, and that this Agreement has been
26 executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class
27 Counsel warrant and represent that there are no liens on the Agreement.
28

P. Binding Agreement.

The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties subject to Court approval, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

IT IS SO AGREED:

Date: 02/28/2024


Ronald Young (Feb 28, 2024 16:29 PST)

Ronald Young, Plaintiff

Date: _____

Northwest Confections California, LLC, Defendant
Name:
Position:

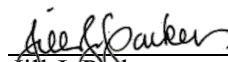
Date: _____

Northwest Confections LLC, Defendant
Name:
Position:

APPROVED AS TO FORM:

Date: February 29, 2024

PARKER & MINNE, LLP


Jill J. Parker

Attorneys for Plaintiff Ronald Young and
Proposed Class Counsel

Date: _____

LITTLER MENDELSON, P.C.

Curtis A. Graham
Attorneys for Defendants Northwest
Confections California, LLC and Northwest
Confections LLC

1 **P. Binding Agreement.**

2 The Parties warrant that they understand and have full authority to enter into this Settlement,
3 and further intend that this Settlement Agreement will be fully enforceable and binding on all
4 Parties subject to Court approval, and agree that it will be admissible and subject to disclosure in
5 any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
6 otherwise might apply under federal or state law.

7
8 **IT IS SO AGREED:**

9 Date: _____

Ronald Young, Plaintiff

10
11 Date: Mar 5, 2024

Aaron Morris

Northwest Confections California, LLC, Defendant
Name: Aaron Morris
Position: Manager / CEO

12
13 Date: Mar 5, 2024

Aaron Morris

Northwest Confections LLC,
Defendant Name: Aaron Morris
Position: Manager / CEO

14
15
16 **APPROVED AS TO FORM:**

17 Date: _____

PARKER & MINNE, LLP

Jill J. Parker

Attorneys for Plaintiff Ronald Young and
Proposed Class Counsel

18
19
20
21
22
23 Date: _____

LITTLER MENDELSON, P.C.

Curtis A. Graham
Attorneys for Defendants Northwest
Confections California, LLC and Northwest
Confections LLC

1 **P. Binding Agreement.**

2 The Parties warrant that they understand and have full authority to enter into this Settlement,
3 and further intend that this Settlement Agreement will be fully enforceable and binding on all
4 Parties subject to Court approval, and agree that it will be admissible and subject to disclosure in
5 any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
6 otherwise might apply under federal or state law.

7
8 **IT IS SO AGREED:**

9 Date: _____

Ronald Young, Plaintiff

10
11 Date: _____

Northwest Confections California, LLC, Defendant
Name:
Position:

12
13 Date: _____

Northwest Confections LLC, Defendant
Name:
Position:

14
15
16 **APPROVED AS TO FORM:**

17 Date: _____

PARKER & MINNE, LLP

18
19
20 _____
Jill J. Parker

21 Attorneys for Plaintiff Ronald Young and
22 Proposed Class Counsel

23 Date: March 5, 2024

LITTLER MENDELSON, P.C.

24
25 

Curtis A. Graham
26 Attorneys for Defendants Northwest
27 Confections California, LLC and Northwest
28 Confections LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Young v. Northwest Confections California, LLC, et al.

Superior Court of the State of California for the County of Sacramento Case No. 34-2022-00320387

You are not being sued. This is a Court-approved notice that affects your rights. Please read it carefully.

The purpose of this Notice is to let you know of a proposed settlement (the “Settlement”) that has been reached in a class and representative action that is pending in the Superior Court for the County of Sacramento. The lawsuit was filed by a former employee, Ronald Young (“Plaintiff”) against Northwest Confections California, LLC and Northwest Confections LLC (“Defendants”) (collectively, Plaintiff and Defendants are referred to as the “Parties”), entitled *Young v. Northwest Confections California, LLC, et al.*, Sacramento Superior Court Case No. 34-2022-00320387 (the “Lawsuit”).

In the Lawsuit, Plaintiff seeks to represent: (1) all current and former non-exempt and/or hourly-paid employees who worked for Defendants in the State of California at any time during the period from May 20, 2018 to February 10, 2024 (“Class Members”); and (2) all current and former non-exempt and/or hourly-paid employees employed by Defendants in the State of California at any time during the period from May 20, 2021 to February 10, 2024 (“PAGA Members”).

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

The Court granted preliminary approval of the Parties’ settlement on [Date], and has scheduled a hearing on [Date] at [Time] (the “Final Approval Hearing”) to determine whether or not to grant final approval of the Settlement. **Your legal rights may be affected, and you have a choice to make now.**

1. WHAT ARE MY OPTIONS?	
DO NOTHING	Receive an Individual Settlement Payment and an Individual PAGA Payment (if eligible). By doing nothing, you will receive an Individual Settlement Payment, and, if eligible, an Individual PAGA Payment. However, you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendants and the other Released Parties.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	Exclude Yourself from the Class Settlement and Receive No Individual Settlement Payment. If eligible, you will still receive an Individual PAGA Payment because you cannot exclude yourself from the PAGA Settlement. You may opt-out of the Class Settlement by submitting a signed Request for Exclusion (see Section 9(B) below) that must be postmarked no later than [Response Deadline]. If you submit a valid and timely Request for Exclusion, you will not receive any payment from the Class Settlement and you will not be bound by the release of class claims provided under the Settlement. You cannot opt-out of the PAGA Settlement. Defendants must pay Individual PAGA Payments to all PAGA Members who must give up their rights to pursue Released PAGA Claims (see Section 8 below).
OBJECT TO THE CLASS SETTLEMENT	Object to the Class Settlement. You cannot object to the PAGA Settlement. If you choose to participate in the Class Settlement, you may submit an objection to the Class Settlement. To object, you can submit an objection (see Section 9(C) below) to the Settlement Administrator no later than [Response Deadline], or you can appear at the Final Approval Hearing and state any objections to the Class Settlement. If the Court overrules your objection, you will receive an Individual Settlement Payment, and you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendants and the other Released Parties.

Questions? Please call: [settlement administrator’s 800-number]

CHALLENGE THE NUMBER OF WORKWEEKS/PAY PERIODS CREDITED TO YOU	You may Challenge the Calculation of Your Workweeks/Pay Periods. The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depends on how many Workweeks and how many Pay Periods you worked during the Class Period and the PAGA Period, respectively. The number of Class Period Workweeks and PAGA Period Pay Periods that you worked according to Defendants’ records is stated in Section 6. If you wish to dispute the Workweeks and/or Pay Periods credited to you in this Notice, you must submit a challenge to the Settlement Administrator no later than [Response Deadline] as described in Section 6.
--	--

2. WHY DID I GET THIS NOTICE?

Defendants’ records show that you were employed by Defendants in California at some point during the period from May 20, 2018 to February 10, 2024 (the “Class Period”). The Court has authorized this notice because you have the right to know about the Settlement and your options before the Court decides whether to approve it. This notice explains what the Lawsuit is about, the terms of the Settlement, and your rights.

3. WHAT IS THIS LAWSUIT ABOUT?

On May 20, 2022, Plaintiff filed a Class Action Complaint for Damages in the Superior Court for the County of Sacramento. On January 17, 2024, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the California Labor Code that he contends were violated (“PAGA Notice”). On [REDACTED], Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq (the “First Amended Complaint”). Plaintiff alleged that Defendants failed to pay all wages due, including overtime wages, meal period premiums, rest period premiums, and minimum wages; failed to timely pay wages during employment and upon termination; failed to issue compliant wage statements; failed to maintain accurate payroll records; failed to reimburse all necessary business expenses; engaged in unfair business practices; and owed penalties pursuant to the California Labor Code Private Attorneys’ General Act of 2004, California Labor Code §§ 2698, et seq. (“PAGA”). In the First Amended Complaint, Plaintiff sought to represent a class of all current and former non-exempt and/or hourly-paid employees who worked for Defendants in the State of California at any time during the period from May 20, 2018 to final judgment.

Defendants deny all of the material allegations in the First Amended Complaint and have asserted numerous affirmative defenses.

4. WHY IS THERE A SETTLEMENT?

The Court has not made any decision about the merits of Plaintiff’s Lawsuit. There has been no trial. However, to avoid additional expense and the risks of continued litigation, Plaintiff and Defendants have decided to settle the Lawsuit on the terms summarized in this Notice.

The Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the Lawsuit. Plaintiff, Class Counsel, and Defendants all support this Settlement due to, among other things, Defendants’ potential defenses to liability, the inherent risk associated with a trial on the merits, the delays and uncertainties associated with litigation, and the benefits provided to Class Members and PAGA Members under the Settlement.

5. SUMMARY OF THE SETTLEMENT

Defendants have agreed to pay a settlement amount of Four Hundred Five Thousand Dollars and Zero Cents (\$405,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to the Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Class Representative Enhancement Award in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), (2) PAGA Penalties in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), (3) Attorneys’ Fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$141,750.00), (4) Litigation

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Costs in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), and (5) Settlement Administration Costs in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount has been allocated towards penalties under PAGA (“PAGA Penalties”), of which 75% will be allocated to the LWDA (“LWDA Payment”), and the remaining 25% will be allocated to the PAGA Members (“Employee PAGA Amount”).

Class Members are eligible to receive payment of their pro rata share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks that each Class Member was credited to have worked for Defendants as an hourly-paid or non-exempt employee in the State of California at any time during the Class Period, and worked at least one day (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Class Workweek Value” and multiplied each Class Member’s individual Workweeks by the Estimated Class Workweek Value to yield his or her estimated Individual Settlement Payment that he or she may be eligible to receive under the Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator shall divide the final Net Settlement Amount by the Workweeks of all Class Members who did not submit a valid and timely Request for Exclusion (“Participating Class Members”) to yield his or her Individual Settlement Payment, which shall be paid from the Net Settlement Amount, less applicable employee-side tax withholdings.

Each Individual Settlement Payment will be allocated twenty percent (20%) to wages, which will be reported on an IRS Form W2, and eighty percent (80%) to penalties and interest, which will be reported on an IRS Form 1099 (if applicable). The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Settlement Payments, and issue checks to Participating Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Payment less these taxes and withholdings). The employer’s share of taxes on the wage portion of Individual Settlement Payments will be paid by Defendants separately and in addition to the Gross Settlement Amount.

Each PAGA Member will receive a pro rata share of the Employee PAGA Amount (“Individual PAGA Payment”) based on the number of pay periods he or she worked for Defendants as a non-exempt, hourly-paid employee during the PAGA Period (“Pay Periods”). Any pay period in which a PAGA Member worked at least one day shall be counted as a Pay Period.

To calculate a PAGA Member’s Individual PAGA Payment, the Employee PAGA Amount will be divided by the aggregate total number of Pay Periods of all PAGA Members in the PAGA Period, resulting in the “Pay Period Value.” Each PAGA Member’s Individual PAGA Payment will be calculated by multiplying each individual PAGA Group Member’s total number of Pay Periods by the Pay Period Value.

The Individual PAGA Payments are characterized as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

The Parties and their attorneys cannot and will not provide any advice regarding tax obligations. Class Members and PAGA Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

6. YOUR WORKWEEKS AND PAY PERIODS BASED ON DEFENDANTS’ RECORDS

The Class Period is from May 20, 2018 through February 10, 2024, and is comprised of two release periods: (1) the period from May 20, 2018 through September 19, 2022 (the “First Release Period”); and (2) the period from September 20, 2022 through February 10, 2024 (the “Second Release Period”).

According to Defendants’ records, during the period **from May 20, 2018 to February 10, 2024 (i.e., the Class Period)** you worked for Defendants as an hourly-paid or non-exempt employee in California for approximately [] Workweeks.

According to Defendants’ records, during the period **from May 20, 2021 to February 10, 2024 (i.e., the PAGA Period)** you worked for Defendants as an hourly-paid or non-exempt employee in California for approximately [] Pay Periods.

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If you wish to dispute the Workweeks or Pay Periods credited to you in this Notice, you must submit a written, signed challenge (“Workweeks Dispute”) to the Settlement Administrator. The Workweeks Dispute must contain: (1) the case name and number of the Lawsuit (*Young v. Northwest Confections California, LLC, et al.*, Case No. 34-2022-00320387) (2) your full name, address, telephone number, signature, and last four digits of your Social Security number; and (3) a statement setting forth the number of Workweeks or Pay Periods that you contend is correct and any relevant documentation in support thereof. The Workweeks Dispute must be submitted to the Settlement Administrator by mail, postmarked no later than [Response Deadline].

7. WHAT IS MY ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT?

As explained above, your estimated Individual Settlement Payment and Individual PAGA Payment (if eligible) is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

Your Individual Settlement Payment and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

The settlement approval process may take multiple months. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

8. WHAT RIGHTS AM I RELEASING IF I PARTICIPATE IN THE SETTLEMENT?

If the Court approves the Settlement, the Court will enter a judgment and the Settlement Agreement will bind all Participating Class Members (i.e., Class Members who have not submitted a timely and valid Request for Exclusion) as well as all PAGA Members. This will bar all Participating Class Members and PAGA Members from bringing certain claims against Defendants.

Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members waive, release, and discharge Released Parties of any and all Released Class Claims. “Released Class Claims” means any and all wage-related claims that were alleged in or which could have been alleged in the First Amended Complaint based on the factual allegations in the First Amended Complaint, including the following claims, under any legal theory of liability arising under California law, local law, and the federal Fair Labor Standards Act, 29 U.S.C. section 201 et seq. (“FLSA”), for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders arising during the First Release Period relating to any alleged meal or rest period violations and any alleged failure to pay overtime wages under any legal theory of liability arising during the Second Release Period; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders arising during the Class Period; (3) alleged failure to provide rest periods pursuant to California Labor Code section 226.7 and the IWC Wage Orders arising during the Class Period; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders arising during the First Release Period relating to any alleged meal or rest period violations and any alleged failure to pay all minimum wages owed under any legal theory of liability arising during the Second Release Period; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders arising during the First Release Period relating to any alleged meal or rest period violations and any alleged failure to pay all wages owed at termination under any legal theory of liability arising during the Second Release Period; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders arising during the Class Period; (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders arising during the First Release Period relating to any alleged meal or rest period violations and any alleged failure to furnish accurate itemized wage statements under any legal theory of liability arising during the Second Release Period; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders arising during the Class Period; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the

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IWC Wage Orders arising during the Class Period; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.* arising during the Class Period. In addition, all Participating Class Members who cash their individual settlement payment checks will be deemed to have given their consent to “opt in” as a party plaintiff in this action pursuant to the FLSA, including Section 216, and to have waived and released any claims they may have under the FLSA as related to the claims that were or arise from the facts asserted in the Action during the time period three years prior to the cashing of the individual settlement payment check.

Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff, the State of California, and PAGA Members waive, release, and discharge Released Parties of any and all Released PAGA Claims. “Released PAGA Claims” means any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, arising during the PAGA Period, based on the factual allegations and legal theories in the PAGA Notice and First Amended Complaint, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001 and 4-2001.

“Released Parties” means Defendants and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The information provided in this Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this settlement, and all of these terms, including the releases that will bind you as a class member if you do not submit a Request for Exclusion, are set forth fully in the Settlement Agreement that is on file with the Court and which can also be found at [www. \[REDACTED\]](http://www. [REDACTED]). If the Court does not approve the Settlement, or the Settlement does not become final for some other reason, the litigation against Defendants will continue.

9. WHAT ARE MY RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. PARTICIPATE IN THE SETTLEMENT

If you wish to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and will be issued your Individual Settlement Payment and Individual PAGA Payment (if eligible). If you participate in the Settlement, you will be bound by its terms and any judgment that may be entered by the Court based thereon, and you will release all of the claims described in Section 8 above. As a Participating Class Member, you will not be separately responsible for the payment of attorneys’ fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys’ fees and expenses.

B. EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT

If you wish to exclude yourself from the Class Settlement because you wish to pursue a separate lawsuit against Defendants for the claims asserted in this Lawsuit, or if you do not wish to participate in the Settlement for other reasons, you must submit a signed Request for Exclusion to the Settlement Administrator asking to exclude yourself from the Settlement. The Request for Exclusion must: (1) contain the case name and number of the Lawsuit (*Young v. Northwest Confections California, LLC, et al.*, Case No. 34-2022-00320387); (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4) contain a clear statement that you request to be excluded from the Class Settlement; and (5) be mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the following address:

[Name of Settlement Administrator]
[Mailing Address]

Requests for Exclusion that are postmarked after [Response Deadline] will not be valid. Requests for Exclusion that do not include all of the required information will be deemed null, void, and ineffective.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section 8 above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely request for exclusion will be deemed Participating

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Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 8 above, as well as any judgment that may be entered by the Court based thereon.

Class Members will receive their share of the PAGA payment and will not be permitted to pursue Released PAGA Claims, regardless of whether they opt out of being a Class Member.

C. OBJECT TO THE CLASS SETTLEMENT

If you do not think the Class Settlement is fair, you can object to the Class Settlement and tell the Court you do not agree with the Class Settlement or some part of it if you have not submitted a Request for Exclusion from the Class Settlement. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator or appear at the final settlement hearing to explain your objection. To be valid, a written objection must: (1) contain the case name and number of the Lawsuit (*Young v. Northwest Confections California, LLC, et al.*, Case No. 34-2022-00320387); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for the objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the address listed in Section 9(B).

10. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on [Date] at [Time] in Department 23 of the Sacramento County Superior Court, located at 720 Ninth Street, Sacramento California 95814 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel, the Class Representative Enhancement Award to Plaintiff, and the Administration Costs to the Settlement Administrator. The hearing may be postponed without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to do so.

11. WHAT IF I HAVE QUESTIONS?

A complete copy of the Settlement Agreement and this Notice are available at www. [redacted]. This website may be updated periodically to update the Class Members on any developments in the case.

For further information about this case, you may contact Class Counsel or the Settlement Administrator. Class Counsel's contact information is as follows:

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020

Jill J. Parker, Esq.
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833

The contact information for the Settlement Administrator is as follows:

[Name of Settlement Administrator]
[Mailing Address]
[Telephone Number]

DO NOT CONTACT THE COURT, DEFENDANTS, OR DEFENDANTS' ATTORNEYS ABOUT THIS NOTICE.

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