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Attorneys for Defendants
PRIMAL PET FOODS, INC.
and JOHN BALOUSEK

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SOLANO

DANIEL OVIEDO,

Plaintiff,

vs.

PRIMAL PET FOODS, INC.; JOHN
BALOUSEK; and DOES 1 to 25, inclusive,

Defendants.

Case No. CU24-04386

[Assigned to Hon. David E. Power, Dept. 5]

**JOINT STIPULATION AND PROPOSED
ORDER FOR APPROVAL OF PAGA
SETTLEMENT**

Complaint Filed: June 6, 2024
Trial Date: None Set

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1 periods during the PAGA period, and the meal period compliance rate shown in the records was
2 approximately 97%. The records also showed that employees were paid regular and overtime wages
3 owed in accordance with the time they recorded in the Company's timekeeping system

4 4. Plaintiff testified at his deposition that he was a Production Supervisor for the Company,
5 in charge of supervising 28 hourly employees who manufactured dog food at the Company's California
6 production facility. Plaintiff also testified that he was in charge of providing the employees with meal
7 and rest breaks in accordance with the Company's policies, and for ensuring that they were paid for all
8 time worked. Plaintiff further testified that the employees he supervised did, in fact, receive their meal
9 and rest breaks in accordance with the Company's policies and that they were paid proper
10 compensation for all time they worked.

11 THE MEDIATION

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13 5. On March 12, 2025 the Parties attended a full day mediation in this matter before
14 Mediator James Johnston. The mediation was successful, and resulted in an agreement to settle the
15 case in its entirety for the sum of \$80,000. Following the mediation, in July, 2025, the Parties executed
16 a Memorandum of Understanding ("MOU") regarding the terms of the settlement agreement reached
17 during the mediation. As set forth in the MOU, the Parties agreed to a PAGA payment in the amount
18 of \$60,000, minus attorney's fees and costs and the Settlement Administrator's Expenses, and a general
19 release payment to Plaintiff in the amount of \$20,000.

20 MATERIAL TERMS OF THE PAGA SETTLEMENT

21 6. The Parties executed a long form PAGA Settlement Agreement in September, 2025. A
22 true and correct copy of the executed PAGA Settlement Agreement is attached hereto as **Exhibit A**.
23 The key financial terms of the Agreement are as follows:

- 24 a. Gross PAGA Settlement Amount ("GSA") not to exceed \$60,000, inclusive of
25 (i) Attorneys' Fees and Costs; (ii) Net Settlement Amount; and (iii) Settlement
26 Administrator's Expenses.
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- 1 b. Net Settlement Amount, defined as GSA minus Attorneys' Fees and Costs and
2 Settlement Administrator's Expenses, allocated 75% to the LWDA and 25% to the
3 Aggrieved Employees based on their number of bi-weekly pay periods worked during
4 the PAGA period.
- 5 c. PAGA Period defined as March 7, 2023 through date of filing of joint motion for
6 court approval. (As the Parties are now submitting a Joint Stipulation for approval of
7 the PAGA settlement rather than a joint motion, they agree that the PAGA Period will
8 be March 7, 2023 through the date on which the Court grants approval of the
9 settlement.)
- 10 d. Attorneys' Fees and costs not to exceed \$20,000.
- 11 e. PAGA payments to be reported on a Form 1099 with alleged aggrieved employees
12 responsible for paying income taxes on amounts they receive.
- 13 f. Settlement checks returned undeliverable or uncashed after 180 days to be tendered to
14 the California State Controller's Office Unclaimed Property Fund.
- 15 g. Settlement payments to have no effect on determination of eligibility for, vesting or
16 participation in, or contributions to any employee benefit plan.
- 17 h. Release of all claims asserted in the PAGA Notice letter and the Lawsuit.
- 18 i. Plaintiff to give notice to the LWDA of the Settlement upon seeking the Court's
19 approval of the PAGA settlement.
- 20 j. Data list to be provided to third party administrator, Phoenix Class Action Settlement
21 Solutions, within 30 days of Court's approval of the PAGA settlement.
- 22 k. PAGA payments to be based on number of pay periods worked by each alleged
23 aggrieved employee during the PAGA period.
- 24 l. Funding of the settlement within 30 days after the Effective Date.
- 25 m. Distribution of PAGA payments within 15 days of funding.
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SETTLEMENT VALUATION

7. The settlement meets the standards set forth in *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021), and takes into account the minimum and maximum realistic exposure estimate for each claim in the Complaint, in accordance with the defenses, risks, expenses and duration of further litigation. Defendants contend, and asserted in an affirmative defense to the Complaint, that Plaintiff was properly classified as exempt. If that affirmative defense were proven, then Plaintiff would lack standing to maintain the representative claims asserted in the Complaint for wage and hour violations. Further, Defendants contend that the Company has maintained and enforced, at all relevant times, lawful written policies regarding meal and rest periods, timekeeping, payment of wages and reimbursement of expenses. Plaintiff confirmed this at his deposition, and testified that the alleged aggrieved employees, who reported into him, were provided with lawful meal and rest periods and were paid properly for all time worked. The Company's time and pay records show a meal period compliance rate of approximately 97% and that employees were paid regular and overtime wages in accordance with the time they recorded in the Company's timekeeping system. Assuming a meal period violation in 3% of the 9,595 pay periods, the total number of penalty-eligible pay periods would be 288. If a maximum \$100 penalty were paid for each of those pay periods, the total PAGA payment would be \$28,800. But the PAGA settlement amount (\$60,000) greatly exceeds that amount, even after deduction of the maximum \$20,000 for Attorneys' Fees. Thus, the settlement is fair, reasonable, adequate, and in the best interests of the State of California and the alleged aggrieved employees, in light of all known facts, circumstances, and risks.

PLAINTIFF HAS PROVIDED NOTICE OF THE SETTLEMENT TO THE LWDA

8. Plaintiff's counsel hereby certifies that he has provided notice to the LWDA of this settlement, and that a true and correct copy of the notice is attached hereto as Exhibit B.

PLAINTIFF'S FEE AWARD

9. Plaintiff's counsel has submitted herewith a declaration, attached hereto as Exhibit C, setting forth his years of experience and experience in PAGA litigation generally, his hourly billing

1 rates, the total number of hours worked on the case, a description of the tasks performed in the case,
2 and itemized details for all expenses and costs for which reimbursement is sought in this matter.

3
4 Dated: November 17, 2025

SEYFARTH SHAW LLP

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6 
7 Elisabeth C. Watson
8 Bethany A. Pelliconi
9 Attorneys for Defendants PRIMAL PET
FOODS, INC. and JOHN BALOUSEK

10 Dated: November 17, 2025

MESSRELIAN LAW INC.

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13 /s/ Harout Messrelian
14 Harout Messrelian
15 Attorneys for Plaintiff DANIEL OVIEDO
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1 **[PROPOSED] ORDER**

2 The Court, having reviewed and considered the Parties' Joint Stipulation for Approval of PAGA
3 Settlement and supporting documents, **HEREBY ORDERS AND ENTERS JUDGMENT AS**
4 **FOLLOWS:**

- 5
- 6 1. The Court hereby grants approval for the PAGA Settlement. For purposes of this Final Order
7 and Judgment ("Order"), the Court adopts all defined terms as used in the Settlement
8 Agreement, attached to the Joint Stipulation as Exhibit A.
- 9 2. The Court has jurisdiction over all claims asserted in the Lawsuit, Plaintiffs, the Aggrieved
10 Employees, and Defendants. The Aggrieved Employees consist of all current and former
11 hourly paid or non-exempt employees who worked for Defendant Primal Pet Foods, Inc. in
12 the State of California at any time from March 7, 2023 through the date of this Order.
- 13 3. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA") and Labor Code
14 section 2699, et seq., the Court approves the Settlement and finds that it is fair and
15 reasonable and provides genuine and meaningful relief consistent with the underlying
16 purposes of PAGA to benefit the public.
- 17 4. The Court finds that notice of the Settlement was provided to the California Labor and
18 Workforce Development Agency ("LWDA"), as required by Labor Code § 2699(1)(2).
- 19 5. The Court approves the terms set forth in the Settlement agreement and finds that it is, in all
20 respects, fair, adequate, and reasonable and directs the Parties to effectuate the Settlement
21 agreement according to its terms. The Court finds that the Settlement Agreement has been
22 reached as a result of informed and non-collusive arm's-length negotiations and that the
23 Parties were able to reasonably evaluate their respective positions. The Court also finds that
24 settlement now will avoid additional and potentially substantial litigation costs, as well as
25 delay and risks if the Parties were to continue to litigate the case.
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- 27 6. The Settlement Agreement is not an admission by Defendants or by any other of the
28 Released Parties, nor is this Order a finding of the validity of any allegations or of any

1 wrongdoing by any Defendants or other Released Parties. Neither this Order, the Settlement
2 Agreement, nor any document referred to herein, nor any action taken to carry out the
3 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
4 wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of
5 the other Released Parties.

- 6 7. The Court hereby confirms Phoenix Class Action Settlement Solutions as the Settlement
7 Administrator and confirms that Settlement Administrator Costs in the amount of no more
8 than \$5,250 for the administration of the settlement are reasonable.
- 9 8. The Court awards to PAGA Counsel, Messrelia Law, Attorneys' Fees in the amount of
10 \$20,000 and costs of \$10,823.80.
- 11 9. Defendant Primal Pet Foods, Inc. shall fund the \$60,000 Gross Settlement Amount by
12 transmitting the funds to the Administrator no later than thirty (30) days after the Effective
13 Date of the Settlement.
- 14 10. The Net Settlement Amount (the remainder of the Settlement Amount after deducting
15 Attorneys' Fees and costs and Settlement Administrator Costs from the Gross Settlement
16 Sum) shall be allocated for payment of civil penalties and shall be distributed 75% to the
17 LWDA and 25% to the Aggrieved Employees.
- 18 11. The Settlement Administrator shall distribute funds pursuant to the procedure described in
19 the Settlement Agreement.
- 20 12. The Court further orders, adjudges and decrees that upon the full funding of the Gross
21 Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves
22 and their respective former and present representatives, agents, attorneys, heirs,
23 administrators, successors and assigns, the Released Parties from all claims arising at any
24 time during the PAGA Period, that are or were asserted in the Lawsuit or that are based upon,
25 related to, or arise in any way from the facts alleged in the Lawsuit, wage and hour claims
26 which were or reasonably could have been alleged in the Complaint, including but not
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1 limited to claims for minimum wages, overtime wages, unpaid wages, meal and rest period
2 penalties, vacation wages, wage statement violations, waiting time penalties, unreimbursed
3 expenses, and all PAGA claims exhausted per Plaintiff's March 7, 2024 PAGA notice letter
4 to the LWDA.

5 13. The Settlement Administrator shall file a final report by [insert date], indicating the total
6 amount paid to the LWDA and the Aggrieved Employees and confirming that uncashed
7 funds have been distributed. The Court sets a hearing re: Final Report (non-appearance) for
8 [insert date].

9 14. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with
10 respect to the interpretation, implementation, and enforcement of the Settlement and Order
11 and Judgment entered in connection therewith.
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14 DATED:

15 _____
16 Honorable David E. Power
17 Superior Court Judge
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EXHIBIT A

SEYFARTH SHAW LLP
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PRIMAL PET FOODS, INC.
and **JOHN BALOUSEK**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SOLANO

DANIEL OVIEDO,

Plaintiff,

vs.

PRIMAL PET FOODS, INC.; JOHN
BALOUSEK; and DOES 1 to 25, inclusive,

Defendants.

Case No. CU24-04386

[Assigned to Hon. David Power, Dept. 5]

PAGA SETTLEMENT AGREEMENT

Complaint Filed: June 6, 2024
Trial Date: None Set

1 This Representative Action Settlement Agreement and Release (“Settlement” or
2 “Agreement”) is made and entered into by and between Defendants PRIMAL PET
3 FOODS, INC. (“Primal”) and JON BALUSEK (collectively, “Defendants”) and Plaintiff
4 DANIEL OVIEDO (“Plaintiff”), on behalf of the State of California and other
5 Aggrieved Employees as defined below in settlement of the lawsuit entitled Daniel
6 Oviedo v. Primal Pet Foods, Inc., et al., Case No. CU24-04386 (“Lawsuit”). The Lawsuit
7 alleges individual claims for Labor Code violations and representative claims for
8 penalties under the California Private Attorneys’ General Act (“PAGA”).

9 **1. DEFINITIONS**

10 As used herein, for the purposes of this Agreement only, the following terms shall
11 be defined as set forth below:

12 1.1 **“Aggrieved Employees”** means all current and former hourly paid or non-
13 exempt employees who worked for Primal within the State of California at any time
14 during the PAGA Period.

15 1.2 **“Aggrieved Employee Settlement Amount”** means 25% of the PAGA
16 Payment (as defined below).

17 1.3 **“Approval Order”** means the approval order issued and entered by the
18 Court following a Motion For Approval Of The PAGA Settlement.

19 1.4 **“Attorneys’ Fees and Costs”** means the payment, as approved by the Court,
20 to be made to Plaintiff’s Counsel (as defined below) in full satisfaction of all claims
21 Plaintiff may have for reasonable attorneys’ fees, litigation costs, and expenses incurred
22 in this Action. Attorneys’ Fees and Costs are to be taken from the Gross Settlement
23 Amount (as defined below). The amount of attorneys’ fees awarded to Plaintiff’s
24 Counsel may not exceed \$20,000. Defendants agree not to contest the amount of
25 Attorneys’ Fees and Costs, provided that they are consistent with the terms of this
26 Agreement.

27 1.5 **“Court”** refers to the Superior Court of California for the County of Solano
28 presiding over the Action.

1 1.6 **"Data List"** means a complete list of all Aggrieved Employees that Primal
2 will diligently and in good faith compile from its records and provide to the Settlement
3 Administrator (as defined below) within 30 calendar days after the date of the Approval
4 Order. The Data List will be formatted in Microsoft Office Excel and will include each
5 individual's full name, last known mailing address and telephone number (if available),
6 Social Security number, and the number of bi-weekly pay periods worked during the
7 PAGA Period. For purposes of this Agreement, the Data List provided by Defendant
8 shall be considered the official information to be used for this Settlement.

9 1.7 **"Defense Counsel"** refers to Elisabeth Watson and Bethany A. Pelliconi of
10 Seyfarth Shaw LLP.

11 1.8 **"Effective Date"** means the date upon which all of the following have
12 occurred: date upon which both of the following have occurred: (i) approval of the
13 Settlement is granted by the Court; and (ii) the Court's Judgment approving the
14 Settlement becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the
15 Court's Judgment, the date on which the Judgment is affirmed on appeal, the date of
16 dismissal of such appeal, or the expiration of the time to file a petition for review to the
17 California Supreme Court and/or petition for writ of certiorari to the U.S. Supreme Court,
18 or (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ
19 of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no
20 appeal is filed, the expiration date of the time for filing or noticing any appeal of the
21 Judgment.

22 1.9 **"Individual Settlement Payments to Aggrieved Employees"** means the
23 individual payments that shall be made to each Aggrieved Employee, which in the
24 aggregate total the Aggrieved Employee Settlement Amount. Individual Settlement
25 Payments to Aggrieved Employees are taken from the Net Settlement Amount (as
26 defined below).

1 1.10 **"Judgment"** means a judgment entered by the Court that approves this
2 Settlement, incorporates by reference the terms and conditions of this Agreement, and
3 dismisses the Action with prejudice.

4 1.11 **"LWDA"** refers to the California Labor and Workforce Development
5 Agency.

6 1.12 **"LWDA Payment"** means 75% of the Net Settlement Amount (as defined
7 below), made to the LWDA.

8 1.13 **"Notice to Aggrieved Employees With Distribution of PAGA Payment"**
9 refers to the statement the Settlement Administrator (as defined below) will include with
10 the distribution of the Individual Settlement Payments to Aggrieved Employees. The
11 Notice to Aggrieved Employees With Distribution of PAGA Payment will state as
12 follows: "Primal Pet Foods, Inc. has entered into a compromise and settlement with the
13 State of California in connection with claims brought under the Private Attorneys General
14 Act. As part of this compromise and settlement, the Court has ordered the enclosed
15 settlement check."

16 1.14 **"PAGA"** refers to the Private Attorneys General Act of 2004.

17 1.15 **"Gross Settlement Amount"** ("GSA") means the amount that the Parties
18 negotiated and agreed upon for the resolution of the Lawsuit , in an amount not to exceed
19 \$60,000. The GSA shall be inclusive of (i) the Attorneys' Fees and Costs; (ii) the Net
20 Settlement Amount;; and (iii) the Settlement Administrator's Expenses (as defined
21 below). The GSA is a material term of this Agreement and Defendant shall not be
22 required to pay more than the GSA.

23 1.16 **"Net Settlement Amount"** ("NSA") shall be the GSA minus Attorneys'
24 Fees and Costs, and the Settlement Administrator's Expenses. The Net Settlement
25 Amount shall be allocated as follows: 75% of the NSA (i.e., the LWDA Payment) will be
26 paid to the LWDA, and 25% of the NSA (i.e., the Aggrieved Employee Settlement
27 Amount) will be paid to the Aggrieved Employees based on the number of bi-weekly pay
28 periods worked during the PAGA Period (as defined below).

1 1.17 **"PAGA Period"** shall mean the time period from March 7, 2023 through the
2 date on which the joint motion for court approval is filed.

3 1.18 **"Pay Periods"** refers to the number of bi-weekly periods that each
4 Aggrieved Employee worked for Primal during the PAGA Period in California. Primal's
5 employment records will be determinative for purposes of calculating the Pay Periods
6 and any payments under the Settlement. If an individual worked during any day of the
7 Pay Period, the Pay Period shall be included in their pro rata share of the Aggrieved
8 Employee Settlement Amount.

9 1.19 **"Plaintiff's Counsel"** means Messrelian Law Inc.

10 1.20 **"Qualified Settlement Fund"** means a fund established by the Settlement
11 Administrator pursuant to U.S. Treasury Regulation Section 468B-1.

12 1.21 **"Released PAGA Claims"** shall mean any and all claims that were asserted
13 or that could have been asserted based on the facts alleged in the Lawsuit and PAGA
14 Notice, including, but not limited to claims arising under California Labor Code §§ 201,
15 202, 203, 204, 204b, 210, 218.5, 218.6, 226, 226(a), 226.3, 226.7, 233, 246, 510, 512,
16 512(a), 558, 558.1, 1171, 1173, 1174, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1,
17 1198, 2698, 2699, 2699.3, 2699.5, 2800, 2802, 2698 and 2699 and Industrial Welfare
18 Commission Order Nos. 1, 4, or 7, Cal. Civil Procedure Code § 1021.5, Cal. Business &
19 Professions Code § 17200, California Code of Regulations, tit. 8, §§ 11010, 11040,
20 11070, and any remedies for any of the claims described herein, including, penalties,
21 restitution, declaratory relief, equitable or injunctive relief, interest, and attorneys' fees
22 and costs.

23 1.22 The Released PAGA Claims shall be released by Plaintiff, the State of
24 California, the LWDA, and all Aggrieved Employees, without any option to submit any
25 Request for Exclusion.

26 1.23 **"Released Parties"** shall mean Defendants and their former, present and
27 future owners, parents, subsidiaries and affiliates, and all of their current, former and
28 future officers, directors, members, shareholders, managers, human resources

1 representatives, employees, agents, principals, heirs, representatives, accountants,
2 auditors, consultants, insurers and reinsurers, and attorneys of all such entities.

3 1.24 **"Settlement Administrator"** refers to Phoenix Class Action Settlement
4 Solutions.

5 1.25 **"Settlement Administrator's Expenses"** refers to the costs payable from
6 the GSA to the Settlement Administrator for administering this Settlement, including, but
7 not limited to, printing, distributing, and tracking documents for this Agreement,
8 distributing the GSA, establishing a separate employer identification number and creating
9 a Qualified Settlement Fund (as defined below), and providing necessary reports and
10 declarations, as requested by the Parties. The Settlement Administrator shall use its own
11 Tax Payer Identification Number to issue to Aggrieved Employees Form-1099s for all
12 amounts paid under this settlement. The Settlement Administrator shall establish a
13 Qualified Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue
14 Code for the purpose of administering the settlement, into which the GSA will be
15 deposited and calculate all settlement checks required under law based on information
16 that will be confidentially furnished by Primal.

17 2. **RECITALS**

18 2.1.1 On March 7, 2024, Plaintiff submitted a PAGA Notice to the LWDA,
19 alleging various violations of the California Labor Code and applicable Industrial
20 Welfare Commission Wage Order.

21 2.1.2 As part of the informal discovery process, Primal warrants and
22 represents that it provided Plaintiff with all of the relevant written policies and
23 procedures, an accurate list of all non-exempt hourly positions, descriptions of various
24 pay codes, and samples of time records and pay records of the Aggrieved Employees.

25 2.1.3 Primal warrants and represents that it also furnished Plaintiff with
26 accurate data points for the PAGA Period, showing the number of Aggrieved Employees
27 and the number of pay periods worked by Aggrieved Employees.
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1 2.1.4 Plaintiff's Counsel represents they have thoroughly investigated
2 Plaintiff's claims against Defendants. Plaintiff's Counsel further represents that they have
3 conducted a thorough investigation into the underlying facts, events, and issues related to
4 the subject matter of the Action, including the review of the records produced by
5 Defendants. In addition, Plaintiff's Counsel represents that they have further undertaken
6 an extensive analysis of the legal principles applicable to the claims asserted against
7 Defendants, and the potential defenses thereto. All Parties have had ample opportunity to
8 evaluate their respective positions on the merits of the claims asserted.

9 **2.2 Private Mediation**

10 2.2.1 On March 12, 2025, the Parties attended a full-day mediation with Mr.
11 James Johnston, a highly-respected and experienced mediator in employment
12 representative action cases.

13 2.2.2 After a full-day mediation, the Parties reached a negotiated settlement.
14 The Parties executed a Memorandum of Understanding ("MOU") on July 28, 2025
15 memorializing the principal terms of the settlement between the Parties.

16 2.2.3 The Parties have agreed to settle the Lawsuit for an amount of \$60,000
17 (i.e., the Gross Settlement Amount). The entire Gross Settlement Amount will be
18 disbursed pursuant to the terms and conditions of this Agreement, and none of it will
19 revert to Defendants.

20 **2.3 The Settlement Is the Result of Arms' Length Negotiations.** Based on
21 the foregoing investigation and evaluation, Plaintiff's Counsel is of the opinion that the
22 terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests
23 of the State of California and the Aggrieved Employees. The terms of the Settlement also
24 reflect an extensive exchange of information and data between the Parties, which allowed
25 Plaintiff's Counsel to fully evaluate the potential risks in pursuing the underlying claims
26 on the merits. This Agreement was reached after extensive arm's-length negotiations,
27 and it was negotiated in light of all known facts and circumstances, including the risks of
28 significant delay and uncertainty associated with litigation, the risk that the Action would

1 not be permitted to proceed on a representative basis, various defenses asserted by
2 Defendant, and numerous potential appellate issues. Plaintiff's Counsel also evaluated
3 the interest of the Aggrieved Employees and the State of California in receiving a timely
4 settlement, rather than continued litigation in this Action.

5 **2.4 The Parties' Intent.** It is the desire of the Parties to fully, finally, and
6 forever settle, compromise, and discharge any and all claims, rights, demands, charges,
7 complaints, obligations or liability of any and every kind that were or could have been
8 pled based on the factual allegations in the operative complaint in the Action arising
9 during the PAGA Period, including, but not limited to, the Released PAGA Claims. The
10 Parties also intend to effectuate the full scope of the Released PAGA Claims in this
11 Agreement.

12 **3. NON-ADMISSIONS OF LIABILITY**

13 **3.1** Defendants deny and continue to deny all of the allegations made by
14 Plaintiff in the Action, and deny and continue to deny that they are liable or owe any
15 damages, penalties or other compensation or remedies to anyone with respect to the
16 alleged facts or claims asserted in the Action. Defendants deny any liability or
17 wrongdoing of any kind in connection with Plaintiff's claims, and contend that, during all
18 relevant times, they complied with all applicable California and federal law. Nonetheless,
19 without admitting or conceding any liability or damages whatsoever, and without
20 admitting that a representative action is appropriate except for settlement purposes alone,
21 Defendants have agreed to settle the Action on the terms and conditions set forth in this
22 Agreement, to avoid the burden, expense, and uncertainty of continuing with litigation.

23 **3.2** The Parties understand and agree this Agreement and any exhibits thereto
24 are settlement documents and shall be inadmissible for the purpose of showing liability
25 against Defendants or the Released Parties. However, the Parties agree that, to the extent
26 permitted by law, this Agreement may be pleaded as a full and complete defense to, and
27 may be used as the basis for an injunction against any action, suit, or other proceeding
28 that may be instituted, prosecuted, or attempted in breach of this Agreement.

1 **4. FINANCIAL TERMS OF THE SETTLEMENT**

2 **4.1 Gross Settlement Amount.** Subject to the terms and conditions of this
3 Agreement, Primal shall pay the gross settlement amount not to exceed \$60,000, which
4 includes Attorneys' Fees and Costs, Net Settlement Amount, and Settlement
5 Administrator's Expenses to Settlement Administrator. The Gross Settlement Amount is
6 a material term of the Agreement and shall not be increased for any reason.

7 **4.2 Attorneys' Fees And Costs.** Plaintiff's Counsel will apply to the Court for
8 an award of Attorneys' Fees not to exceed \$20,000, and reasonable documented costs
9 directly incurred for purposes of the Action, as supported by declarations, to be paid out
10 of the Gross Settlement Amount. Defendants shall have no liability for any other
11 attorneys' fees, costs or expenses in connection with the Action.

12 **4.2.1** Plaintiff's Counsel will be responsible for submitting all documents to
13 support their request for attorneys' fees, costs, and expenses in connection with the
14 Action. Defendants agree not to oppose or object to Plaintiff's Counsel's request for
15 Attorneys' Fees and Costs if they are made in accordance with the terms of this
16 Agreement

17 **4.2.2** The Court's approval of the Attorneys' Fees and Costs is not a
18 material term of the Agreement. Subject to paragraph 4.2.3, if the Court does not
19 approve or approves only a lesser amount than that requested by Plaintiff's Counsel for
20 Attorneys' Fees and Costs, the other terms of the Agreement shall still apply. The
21 Court's refusal to approve the Attorneys' Fees and Costs requested by Plaintiff's Counsel
22 does not give the Plaintiff, Aggrieved Employees, or Plaintiff's Counsel any basis to
23 abrogate the Agreement. Subject to paragraph 4.2.3, any amount of Attorneys' Fees and
24 Costs requested by Plaintiff's Counsel but unapproved by the Court shall be part of the
25 Net Settlement Amount.

26 **4.2.3** To the extent the Court approves any award for attorneys' fees that is
27 less than \$20,000, Plaintiff's Counsel retains the right to appeal the Court's award.
28 Should Plaintiff's Counsel appeal the Court's award, the difference between the amount

1 awarded and the amount disputed on appeal shall be retained by the Settlement
2 Administrator pending Plaintiff's Counsel's appeal. After resolution of any appeal, any
3 funds not awarded to Plaintiff's Counsel then in possession of the Settlement
4 Administrator will be added to the Net Settlement Amount to be distributed in
5 accordance with the terms of the Agreement, and Plaintiff's Counsel shall pay any
6 additional costs incurred by the Settlement Administrator for this purpose. The
7 Attorneys' Fees and Costs are not a material term of the Agreement. If the Court reduces
8 the amount of Attorneys' Fees and Costs, all other terms of this Agreement shall remain
9 in effect.

10 **4.3 Settlement Administration Cost.** The Settlement Administrator's
11 Expenses shall be paid from the GSA. Any reduction by the Court or any unused amount
12 shall revert to the PAGA Payment. The Settlement Administrator shall assist in all
13 aspects of the settlement process for the Action, including, but not limited to:

14 **4.4.1** Establishing a separate employer identification number and a
15 Qualified Settlement Fund, tax reporting, and providing required tax forms;

16 **4.4.2** Calculating and distributing Attorneys' Fees and Costs and Net
17 Settlement Amount, including Aggrieved Employee Settlement Amount and LWDA
18 Payment, and Settlement Administration Cost;

19 **4.4.3** Printing, distributing, tracking, sending, and resending of Notice to
20 Aggrieved Employees With Distribution of PAGA Payment pursuant to the terms of this
21 Agreement; and

22 **4.4.4** Tracking and distributing any unclaimed Qualified Settlement Funds
23 to the California State Controller's Office pursuant to California's Unclaimed Property
24 Law.

25 **4.4 Net Settlement Amount.** After deducting (i) the court-approved Attorneys'
26 Fees And Costs; and (ii) the court-approved Settlement Administrator's Expenses, the
27 remainder of the Gross Settlement Amount is the Net Settlement Amount, which consists
28 of the LWDA Payment and the Aggrieved Employee Settlement Amount. For tax

1 purposes, the Parties agree that the PAGA Payment allocated to the Aggrieved
2 Employees shall be considered penalties, for which a Form 1099 will be issued to reflect
3 these payments. Aggrieved Employees will be responsible for paying any personal
4 income taxes owed on the amounts they receive. Funds contained in the settlement
5 checks that are returned as undeliverable and in settlement checks uncashed for more
6 than 180 days after issuance will be tendered to the California State Controller's Office -
7 Unclaimed Property Fund, to be held in the name of the Aggrieved Employee.

8 **4.5 No Impact On Employee Benefit Plans.** None of the payments made
9 pursuant to the Agreement shall be considered for purposes of determining eligibility for,
10 vesting or participation in, or contributions to any benefit plan, including, without
11 limitation, all plans subject to the Employee Retirement and Income Security Act of 1974
12 ("ERISA"). Any distribution of payments to Plaintiff and Aggrieved Employees shall
13 not be considered as a payment of wages or compensation under the terms of any
14 applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the
15 amount of any past or future contribution to, or level of benefits under any applicable
16 benefit plan. Any amounts paid will not impact or modify any previously credited hours
17 of service or compensation taken into account under any benefit plan sponsored or
18 contributed to by Primal or any jointly-trusted benefit plan. For purposes of this
19 Agreement, "benefit plan" means each and every "employee benefit plan," as defined in
20 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension,
21 stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement,
22 disability, vacation, sick time or pay, severance, hospitalization, insurance, incentive,
23 deferred compensation, or any other similar benefit plan, practice, program, or policy.

24 **5. RELEASES**

25 **5.1 Release By Plaintiff, The State Of California, And The Aggrieved**
26 **Employees.** Plaintiff, on behalf of himself, the State of California, and the Aggrieved
27 Employees fully and finally release and forever discharge the Released Parties from any
28 and all Released PAGA Claims during the PAGA Period. As a result of this release,

1 Plaintiff, the State of California, and the Aggrieved Employees will not be able to bring a
2 claim or seek civil penalties based on the Released PAGA Claims that took place during
3 the PAGA Period.

4 **5.2 Injunction From Pursuing Released Claims.** Plaintiff, the State of
5 California, and the Aggrieved Employees shall be enjoined from filing, initiating, or
6 continuing to prosecute any actions, claims, complaints, or proceedings in any court, or
7 with the Division of Labor Standards Enforcement ("DLSE"), or with the LWDA, or the
8 United States Department of Labor ("DOL"), or with any other entity regarding the
9 claims released in the Agreement. This Settlement is conditioned upon the release by
10 Plaintiff, the State of California, and Aggrieved Employees as described herein, and upon
11 covenants by these individuals that they will not participate in any actions, lawsuits,
12 proceedings, complaints, or charges brought by the DLSE, LWDA, DOL, or by any other
13 agency, persons, or entity in any court or before any administrative body related to the
14 claims released in this Agreement. In the event that any court or administrative agency
15 does not order injunctive relief, Defendant shall have the right to file a motion for
16 summary judgment or any other pleading or paper to enforce the terms of this
17 Agreement. Plaintiff's Counsel will not oppose, contest or interfere with efforts by
18 Defendant to oppose any attempt to bring such released claims against Defendant.

19 **6. COMPUTATION OF SETTLEMENT PAYMENTS TO AGGRIEVED**
20 **EMPLOYEES**

21 **6.1 Payments Based On Pay Periods.** The PAGA Payment will be distributed
22 to Aggrieved Employees based on their number of Pay Periods worked during the PAGA
23 Period. Primal shall provide records ("the Data List") to the Settlement Administrator,
24 showing the total Pay Periods of Aggrieved Employees during the PAGA Period.
25 Primal's records shall be determinative for purposes of calculating the number of Pay
26 Periods worked and any payments to the Aggrieved Employees.

27 **6.2 Distribution Of PAGA Payment.** Individual Settlement Payments to
28 Aggrieved Employees will be determined by dividing the Aggrieved Employee

1 Settlement Amount (25% of the Net Settlement Amount, which is allocated to Aggrieved
2 Employees) by the total number of Pay Periods, and then multiplying the resulting figure
3 by the number of Pay Periods of each Aggrieved Employee during the PAGA Period.
4 The Settlement Administrator will issue appropriate tax forms for all payments issued
5 under this Agreement. The payments made under this Agreement will be made with
6 respect to the PAGA claims for all Aggrieved Employees and the individual claims for
7 Plaintiff; accordingly, the payments shall be distributed without a claims process or an
8 opportunity to object or opt out.

9 **7. SETTLEMENT APPROVAL PROCEDURE**

10 **7.1 Approval Of Settlement Terms.** Upon execution of this Agreement, The
11 Parties will promptly prepare the Joint Motion For Approval of PAGA Settlement to be
12 filed in the Action. The Motion For Approval of PAGA Settlement shall seek an order to
13 approve the proposed settlement according to the terms in this Agreement. The Motion
14 For Approval of PAGA Settlement also shall seek an order that provides for the Notice to
15 be sent to Aggrieved Employees as specified in this Agreement. The Motion For
16 Approval of PAGA Settlement shall include the bases for the GSA and why the amount
17 is reasonable in light of the facts and controlling authorities pertaining to the claims
18 alleged in the Action.

19 **7.2 Entry Of Judgment.** The Parties shall request that the Court issue Judgment
20 in accordance with this Agreement and without further fees or costs to any party except
21 as expressly set forth in this Agreement. In the event either the Court fails to enter final
22 judgment in accordance with this Agreement, or such final judgment is vacated or
23 reversed, the Parties shall revert to their respective position before the Settlement was
24 reached, as if no settlement had been attempted, unless the Parties jointly agree to seek
25 reconsideration or appellate review of the ruling or approval of a renegotiated settlement.

26 **7.3 Notice To The LWDA.** Plaintiff's Counsel shall give written notice of the
27 PAGA Settlement to the LWDA simultaneously with the filing of the Motion For
28 Approval of PAGA Settlement in the Action pursuant to Labor Code section 2699(1)(2).

1 **8. NOTICE TO AGGRIEVED EMPLOYEES**

2 **8.1 Data List.** Defendant shall provide the Settlement Administrator with the
3 Data List within 30 calendar days after the Court grants approval of the proposed
4 Settlement. The Data List is to be provided confidentially to the Settlement
5 Administrator only, and the Settlement Administrator shall treat the information as
6 private and confidential and take all necessary precautions to maintain the confidentiality
7 of Data List. This information is to be used only to carry out the Settlement
8 Administrator's duties as specified in this Settlement.

9 **8.2 Mailing Of Notice To Aggrieved Employees With Distribution of PAGA**
10 **Payment.** The Settlement Administrator shall use First Class U.S. Mail to mail the
11 Notice to Aggrieved Employees With Distribution of PAGA Payments within 15
12 calendar days of the receipt of the Data List, using the most current, known mailing
13 address for each Aggrieved Employee based on information provided by Defendant. The
14 Notice to Aggrieved Employees With Distribution of PAGA Payment will state as
15 follows: "Primal Pet Foods, Inc. has entered into a compromise and settlement with the
16 State of California in connection with claims brought under the Private Attorneys General
17 Act. As part of this compromise and settlement, the Court has ordered the enclosed
18 settlement check."

19 **8.3 Non-Delivered Notices Or Checks.** Any mailing returned to the Settlement
20 Administrator as undeliverable shall be re-mailed within five calendar days via First
21 Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is
22 provided, the Settlement Administrator shall attempt to determine the correct address
23 using the National Change of Address Data-base maintained by the United States Postal
24 Service for a single re-mailing via First Class U.S. Mail within five calendar days. If the
25 National Change of Address Database does not provide a correct address, the Settlement
26 Administrator shall attempt to determine the correct address using the Class Member's
27 Social Security number and any available information provided by Defendant.
28

1 **9. FUNDING AND DISTRIBUTING OF THE GROSS SETTLEMENT**
2 **AMOUNT**

3 **9.1 Funding Of Gross Settlement Amount.** The Settlement Administrator
4 shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal
5 Revenue Code for purposes of administering the Settlement. The Settlement
6 Administrator shall furnish the Qualified Settlement Fund with its own Employer ID
7 Number and calculate all settlement checks and withholdings required under law based
8 on information that will be confidentially furnished by Defendants. Within 30 calendar
9 days after the Effective Date, Defendants shall deposit the Gross Settlement Amount into
10 an interest bearing escrow account with the Settlement Administrator, provided that the
11 Settlement Administrator timely and promptly provides funding instructions to
12 Defendant.

13 **9.2 Timing Of Disbursement Of Gross Settlement Amount.**

14 **9.2.1 Attorneys' Fees And Costs.** Subject to the terms of the Agreement,
15 the Settlement Administrator shall distribute payment of any approved Attorneys' Fees
16 And Costs within 15 calendar days after the funding of the Gross Settlement Amount.
17 This is the same date that the Net Settlement Amount will be distributed to Aggrieved
18 Employees. The Settlement Administrator shall issue an Internal Revenue Service Form
19 1099 to Plaintiff's Counsel for any Attorneys' Fees And Costs payment, based on the
20 allocation communicated by Plaintiff's Counsel. Plaintiff's Counsel shall be solely and
21 legally responsible for paying all applicable taxes on any Attorneys' Fees And Costs and
22 shall indemnify and hold harmless Defendants from any claim or liability for taxes,
23 penalties, or interest arising as a result of the payment.

24 **9.2.2 Settlement Administrator's Expenses.** The Settlement
25 Administrator shall pay itself any approved Settlement Administrator's Expenses within
26 15 calendar days after the funding of the Gross Settlement Amount. The Settlement
27 Administrator shall be solely and legally responsible for paying all applicable taxes on
28 any Settlement Administrator's Expenses and shall indemnify and hold harmless

1 Defendant from any claim or liability for taxes, penalties, or interest arising as a result of
2 the payment.

3 **9.2.3 Distribution Of Net Settlement Amount.** The Settlement
4 Administrator shall distribute LWDA Payment (75% of the Net Settlement Amount) to
5 the LWDA and all Individual Settlement Payments (25% of the Net Settlement Amount)
6 to Aggrieved Employees within 15 calendar days after the funding of the Gross
7 Settlement Amount. The Settlement Administrator shall issue any necessary IRS Form
8 1099 statements to Aggrieved Employees for their respective share of the Net Settlement
9 Amount. Aggrieved Employees shall be solely and legally responsible for paying all
10 other applicable taxes on their respective share of the PAGA Payment and shall
11 indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or
12 interest arising as a result of the payments.

13 **9.3 Undeliverable Or Uncashed Checks.**

14 **9.3.1** The Settlement Administrator shall maintain a list of the postmark
15 date for the original mailing of the Individual Settlement Payments to Aggrieved
16 Employees checks, if any, to the Aggrieved Employees, the postmark date of any
17 subsequent mailing to any Aggrieved Employees, and a list of any individuals who did
18 not receive the settlement checks due to the inability to locate a valid address using the
19 procedures described herein above, or who otherwise could not be located within two
20 attempts at mailing.

21 **9.3.2** All Individual Settlement Payments to Aggrieved Employees checks
22 will remain valid and negotiable for 180 days from the date of their mailing by the
23 Settlement Administrator. After 180 calendar days from the date of mailing, the checks
24 shall become null and void, and any monies remaining in the distribution account shall be
25 distributed by the Settlement Administrator to the California State Controller's Office
26 pursuant to California's Unclaimed Property Law. No part of the PAGA Payment shall
27 be returned to Defendant.
28

1 9.3.3 For any Aggrieved Employees for whom the settlement checks were
2 deemed undeliverable, the funds associated with the settlement payment will be
3 distributed to the California State Controller's Office pursuant to California's Unclaimed
4 Property Law.

5 **10. MISCELLANEOUS PROVISIONS**

6 **10.1 Interim Stay Of Proceedings.** The Parties agree to refrain from further
7 litigation in the Action, except such proceedings necessary to implement and to obtain
8 approval of the terms of the Agreement. If the Settlement is not finally approved, the
9 Parties agree that they will revert to their positions in the Lawsuit before the time the
10 Agreement was reached, and no terms set forth in this Agreement will be admissible in
11 any future proceedings in this case or any other action.

12 **10.2 Stipulation To Representative Action For Settlement Purposes Only.**
13 The Parties agree to stipulate that the representative action is appropriate for purposes of
14 the settlement only. If, for any reason, the settlement is not approved, the stipulation will
15 be void, and Defendants shall have the full opportunity to file any motion to challenge
16 liability for the PAGA claims or to challenge the manageability of PAGA claims. The
17 Parties further agree that the stipulation is not an admission or waiver by Defendants to
18 challenge the propriety of the PAGA claims, including whether PAGA claims are
19 appropriate for adjudication on a representative basis.

20 **10.3 Mutual Cooperation.** Plaintiff, Defendants, Plaintiff's Counsel, and
21 Defense Counsel agree to fully cooperate with each other to accomplish the terms of this
22 Agreement, including, but not limited to, execution of such documents and taking such
23 other action as may reasonably be necessary to implement the terms herein. The Parties
24 agree to use their best efforts and any other efforts that may become necessary by order
25 of the Court, or otherwise, to effectuate this Agreement.

26 **10.4 Plaintiff's Counsel's Representation.** Plaintiff's Counsel agrees and
27 represents that they will not engage in any conduct to undermine the terms of the
28

1 Agreement. The Parties agree that verifiable electronic signatures are sufficient.
2 However, if the Court orders wet signatures, the Parties will follow the Court's Order.

3 **10.5 Parties' Authority.** The signatories hereto represent that they are fully
4 authorized to enter into this Agreement and are fully authorized to bind the Parties to all
5 terms stated herein. It is agreed this Agreement may be executed on behalf of the State of
6 California and the Aggrieved Employees and by Plaintiff and Plaintiff's Counsel.

7 **10.6 Binding Effect Of Settlement.** Although some Aggrieved Employees
8 might not receive the notice as provided under this Agreement, due to inability to locate
9 their current address following the procedures set forth in this Agreement, such
10 individuals shall nonetheless be bound by all of the terms of this Agreement and the order
11 approving the Settlement.

12 **10.7 Entire Agreement.** This Agreement constitutes the entire agreement
13 between the Parties with regard to the subject matter contained herein, and all prior and
14 contemporaneous negotiations and understandings between the Parties shall be deemed
15 merged into this Agreement. However, if the Court does not issue an Order for Approval
16 of this Agreement, and the Parties are unable to reach an understanding that satisfies the
17 Court's concerns, then Defendant shall have the right to seek enforcement of the MOU.

18 **10.8 Arms' Length Transaction; Materiality Of Terms.** The Parties have
19 arrived at this Agreement as a result of arm's length negotiations. Except as otherwise
20 stated in this Agreement, all terms and conditions of this Agreement in the exact form set
21 forth in this Agreement are material to this Agreement and have been relied upon by the
22 Parties in entering into this Agreement.

23 **10.9 Counterparts.** This Agreement may be executed in counterparts, and when
24 each party has signed and delivered at least one such counterpart, each counterpart shall
25 be deemed an original, and when taken together with other signed counterparts, shall
26 constitute one signed Agreement, which shall be binding upon and effective as to all
27 Parties.
28

1 **10.10 DocuSign Or Scanned Signatures.** Any party may sign and deliver this
2 Agreement by signing on the designated signature block and transmitting that signature
3 page via Docusign or as an imaged attachment. Any signature made and transmitted by
4 Docusign or as an imaged attachment for the purpose of executing this Agreement shall
5 be deemed an original signature for purposes of this Agreement and shall be binding
6 upon the party who transmits the signature page.

7 **10.11 Binding Effect.** This Agreement shall be binding upon the Parties and, with
8 respect to Plaintiff, the State of California, the LWDA, Aggrieved Employees, their
9 spouses, children, rep-representatives, heirs, administrators, executors, beneficiaries,
10 conservators, attorneys, and assigns.

11 **10.12 Construction.** The determination of the terms and conditions of this
12 Agreement has been by mutual agreement of the Parties. Each party participated jointly
13 in the drafting of this Agreement, and the terms and conditions of this Agreement are not
14 intended to be, and shall not be, construed against any party by virtue of draftsmanship.

15 **10.13 Severability Clause For Invalidity Of Any Provision.** Before declaring
16 any provision of this Agreement invalid, the Court shall first attempt to construe the
17 provisions valid to the fullest extent possible consistent with applicable precedents so as
18 to render all provisions of this Agreement valid and enforceable.

19 **10.14 No Prior Assignments Or Undisclosed Liens.** Plaintiff represents and
20 warrants that he has not assigned, transferred, conveyed, or otherwise disposed of, or
21 purported to assign, transfer, convey, or otherwise dispose of, any Released Claims or the
22 attorneys' fees and costs to be paid pursuant to this Agreement. Plaintiff further
23 represents and warrants that there are not any liens or claims against any of the amounts
24 to be paid by Defendant pursuant to this Agreement. Plaintiff agrees to defend, to
25 indemnify, and to hold Defendant harmless from any liability, losses, claims, damages,
26 costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these
27 representations or from any lien or assignment.
28

1 **10.15 No Initiated Publicity.** Plaintiff's Counsel shall not take any action or
2 initiate to publicize, or cause to be publicized, directly or indirectly, the discussions
3 resulting in or the existence of this settlement or its terms, in any type of mass media,
4 including, but not limited to, speeches, press conferences, press releases, interviews,
5 television or radio broadcasts, blogs, websites, newspapers, Internet posting, Facebook,
6 Instagram, Twitter or any other social media, or information furnished to legal news
7 media, including but not limited to Bloomberg Law, Law 360, and the Daily Journal.
8 Plaintiff's Counsel shall not refer to Defendant by name in its public marketing materials,
9 law firm websites, or posting with any other organizations, such as the California
10 Employment Lawyers Association ("CELA"). Plaintiff's Counsel further agrees and
11 warrants that if he were contacted by media outlets regarding this case, he will simply
12 state that the lawsuit exists and has been resolved.

13 **10.16 Continuing Jurisdiction.** The Court shall retain jurisdiction over the
14 implementation of this Agreement as well as any and all matters arising out of, or related
15 to, the implementation of this Agreement and settlement. The Court shall not have
16 jurisdiction to modify the terms of the Agreement without the consent of all of the
17 Parties.

18 **10.17 Modification.** The Agreement may not be changed, altered, or modified,
19 except in writing and signed by the Parties hereto or their counsel of record. After
20 approval of the Settlement has been granted, the Settlement may not be modified except
21 by a writing signed by the Parties hereto or their counsel of record, and approved by the
22 Court.

23 **10.18 Disputes.** If the Parties have a dispute with regard to the language of this
24 Agreement, they agree to first attempt to resolve the dispute informally through good
25 faith negotiations, but if those efforts are unsuccessful, they agree to mediate any such
26 dispute, with James Johnston, the mediator that helped the Parties reach the Settlement.
27 The Parties will split the costs of the mediator, and all parties will bear their own fees and
28 costs.

1 **10.19 Governing Law.** This Agreement was made and entered into in the State of
2 California. All terms of this Agreement shall be governed by and interpreted according to
3 the substantive laws of the State of California and the procedural laws of the United
4 States of America.

5 **10.20 Compliance with PAGA's Procedural Requirements.** Plaintiff agrees
6 that Plaintiff's Counsel will notify the LWDA of the Settlement and perform any and all
7 statutory tasks as required by law necessary to effectuate consummation and approval of
8 this Settlement. Plaintiff will promptly submit this Agreement to the LWDA and before
9 the filing of the Motion For Approval Of The PAGA Settlement.

10 **10.21 Papers To Be Filed With The Court.** All papers to be filed with the Court
11 by Defense Counsel or Plaintiff's Counsel in connection with this Agreement shall be
12 submitted to the other party at least three business days before filing. The other party
13 shall have no right to object to the papers unless they do not conform to the terms and
14 conditions of this Agreement.

15 **SO AGREED AND STIPULATED.**

16
17 DATED: 9/30/2025, 2025

18 By:


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DANIEL OVIEDO
Plaintiff

19
20
21 DATED: _____, 2025

22 By:

23 PRIMAL PET FOODS, INC. and
24 JOHN BALOUSEK Defendants
25
26
27
28

1 **10.19 Governing Law.** This Agreement was made and entered into in the State of
2 California. All terms of this Agreement shall be governed by and interpreted according to
3 the substantive laws of the State of California and the procedural laws of the United
4 States of America.

5 **10.20 Compliance with PAGA's Procedural Requirements.** Plaintiff agrees
6 that Plaintiff's Counsel will notify the LWDA of the Settlement and perform any and all
7 statutory tasks as required by law necessary to effectuate consummation and approval of
8 this Settlement. Plaintiff will promptly submit this Agreement to the LWDA and before
9 the filing of the Motion For Approval Of The PAGA Settlement.

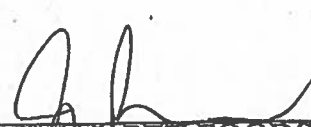
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11 by Defense Counsel or Plaintiff's Counsel in connection with this Agreement shall be
12 submitted to the other party at least three business days before filing. The other party
13 shall have no right to object to the papers unless they do not conform to the terms and
14 conditions of this Agreement.

15 **SO AGREED AND STIPULATED.**

16
17 DATED: _____, 2025

18 By: _____
19 DANIEL OVIEDO
20 Plaintiff

21 DATED: 10/6/2025, 2025

22 By: 
23 PRIMAL PET FOODS, INC. and
24 JOHN BALOUSEK Defendants
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Dated: Nov. 17, 2025 , 2025

SEYFARTH SHAW LLP

Bethany Pelliconi

Elisabeth C. Watson
Bethany A. Pelliconi
Attorneys for Defendants PRIMAL PET
FOODS, INC. and JOHN BALOUSEK

9/30/2025
Dated: , 2025

MESSRELIAN LAW INC.


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Harout Messrelian
Attorneys for Plaintiff DANIEL OVIEDO

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Dated: , 2025

SEYFARTH SHAW LLP

Elisabeth C. Watson
Bethany A. Pelliconi
Attorneys for Defendants PRIMAL PET
FOODS, INC. and JOHN BALOUSEK

9/30/2025
Dated: , 2025

MESSRELIAN LAW INC.


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Harout Messrelian
Attorneys for Plaintiff DANIEL OVIEDO

eSignature Details

Signer ID: xcs2qSQHFkEzp4p3eJbNCRz8
Signed by: DANIEL OVIDEO
Sent to email: danieloviedo22@hotmail.com
IP Address: 146.75.154.55
Signed at: Sep 30 2025, 9:47 am PDT

Signer ID: hfBDSdW2Ch6SYbp3ipcWf2Hg
Signed by: Harout Messrelian
Sent to email: hm@messrelianlaw.com
IP Address: 69.234.47.40
Signed at: Sep 30 2025, 3:52 pm PDT

EXHIBIT B

EXHIBIT C

MESSRELIAN LAW INC.

Harout Messrelian, Esq. (SB# 272020)

hm@messrelianlaw.com

101 N. Brand Blvd., Suite 1450

Glendale, California 91203

Telephone: (818) 484-6531

Facsimile: (818) 956-1983

Attorneys for Plaintiff Daniel Oviedo

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

DANIEL OVIEDO,

Plaintiff,

vs.

PRIMAL PET FOODS, INC.; JOHN
BALOUSEK; and DOES 1 to 25,
inclusive,

Defendants.

Case No.: CU24-04386

**DECLARATION OF HAROUT
MESSRELIAN IN SUPPORT OF
STIPULATION FOR APPROVAL OF
PAGA SETTLEMENT**

DECLARATION OF HAROUT MESSRELIAN

I, HAROUT MESSRELIAN, declare and state as follows:

1. I am an attorney duly licensed to practice before all the Courts of the State of California. I am the managing attorney of Messrelian Law Inc. and the attorney of record for Plaintiff Daniel Oviedo ("Plaintiff").

2. I am experienced in handling employment law matters and specifically wage and hour representative and individual actions. My qualifications are as follows: I received my JD from Loyola Law School in 2010. I started my own law firm in 2011 – the Law Offices of Harout Messrelian. Since 2016, I have been the founder and principal attorney at Messrelian Law, Inc. Since 2011, I have filed and handled over 300 civil actions and/or claims involving representative actions under the Private Attorneys General Act ("PAGA") and/or wage and hour claims on behalf of my clients and have been appointed Class Counsel in the following class action cases – *Zohrab Mekhitarian v. Triple Play Motors dba Bob Smith Toyota*, Los Angeles Superior Court Case No. 19STCV22411 (ADR Services, Inc., Case Number 20-2668-RWT); *Carina Camberos, on behalf of herself and others similarly situated, v. Great American Chicken Corp, Inc.*, Los Angeles Superior Court Case No. 21STCV32015; *Robert Garcia, on behalf of himself and others similarly situated v. HD Supply Management Inc.*, San Bernardino Superior Court Case No. CIVSB202806; and *Alfredo Betancourt v. L3 Technologies, Inc.*, San Mateo County Superior Court, Case no. 23-CIV-05704 (appointed Class Counsel and granted final approval of class action settlement by the court). I have a practice that encompasses cases in the Los Angeles Superior Courts, the Orange County Superior Courts, the Riverside County Superior Courts, the San Bernardino County Superior Courts, the Alameda County Superior Courts, Santa Clara County Superior Courts, San Mateo County Superior Courts, and the Monterey County Superior Courts.

3. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath.

4. This Declaration is submitted in support of the Stipulation for Approval of PAGA Settlement.

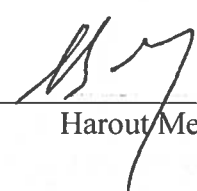
1 5. I directly participated in all of the material aspects of this litigation. The work
2 that I performed on this matter included, but was not limited to, the following: initial client
3 intake and research of Defendant company; performing pre-LWDA notice investigation;
4 drafting and filing the LWDA notice; drafting and filing the initial complaint in this matter on
5 behalf of Plaintiff; engaging in informal discovery by sending informal discovery questions
6 and reviewing Defendant's informal discovery responses and information; Plaintiff's
7 deposition preparation; communicating with our data expert regarding analysis; preparation
8 for the mediation; participation at the private mediation; drafting, reviewing, and filing Case
9 Management Conference statements; reviewing the Memorandum of Understanding;
10 reviewing the long-form PAGA settlement agreement; phone and email communications with
11 co-counsel and with our client; reviewing and finalizing the Stipulation for approval of the
12 PAGA settlement. The attorney's fees are reasonable in this case based on the percentage of
13 recovery method and as cross-referenced against the Lodestar. To date, I have investigated
14 and prosecuted this matter for **29.6** hours starting on or around February 9, 2024 through the
15 present. At \$750/hour (15th year attorney), that equates to **\$22,200.00** in attorney's fees and
16 results in a *negative* multiplier of .90 when compared to the fee request of 1/3 of the PAGA
17 settlement, which is \$20,000.00.

19 6. Based on my own independent investigation and evaluation, I am of the opinion that
20 the PAGA Settlement on the terms set forth in the Agreement are fair, reasonable and
21 adequate and are in the best interests of Plaintiff, the Aggrieved Employees, and the State, in
22 light of all known facts and circumstances and the risks inherent in litigation. The attorney's
23 fees award provided for in the Settlement Agreement is therefore reasonable given the result
24 achieved.

25 7. In terms of the costs incurred by my firm in prosecuting this matter, the total costs are
26 **\$10,823.80**, which are compromised of: PAGA filing fees of \$75.00, lawsuit filing fee of
27 \$463.95, service of lawsuit fee of \$270.00, mediation fee of \$9,012.50, data expert analysis
28 fee of \$900.00; and miscellaneous court filing fees of \$102.35.

1 I declare under penalty of perjury, under the laws of the State of California and the
2 United States, that the foregoing is true and correct.

3 Executed on this 17th day of November, 2025, at Glendale, California.

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7 Harout Messrelian
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