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

16 JUAN JARDON, individually, and on
behalf of all others similarly situated;

17 Plaintiff,

18 v.

19 GOLDEN SPECIALTY FOODS, LLC,
20 and DOES 1 through 10, inclusive;

21 Defendants.

Case No. 24STCV15717

Assigned to: Hon. William F. Highberger
Dept. 10

Complaint Filed: June 24, 2024
Trial Date: None Set

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

1 This Class and Representative Action Settlement Agreement (the "Settlement Agreement")
2 is made by and between Plaintiff Juan Jardon ("Plaintiff"), on behalf of himself and each of the
3 Class Members and PAGA Members as defined herein, and Defendant Golden Specialty Foods,
4 LLC ("Defendant" or "GSF"), and is intended to resolve and settle the pending action entitled Juan
5 Jardon, individually, and on behalf of all others similarly situated, Plaintiff, vs. Golden Specialty
6 Foods, LLC, and DOES 1 through 10, inclusive, Defendants, Case No. 24STCV15717 (Los
7 Angeles County Superior Court).

8 **1. DEFINITIONS**

9 1.1 The term "Action" is defined collectively to include the Class Action Complaint,
10 First Amended Class and Representative Action Complaint, and any amended complaints filed in
11 the action entitled Juan Jardon, individually, and on behalf of all others similarly situated,
12 Plaintiff, vs. Golden Specialty Foods, LLC, and DOES 1 through 10, inclusive, Defendants, Case
13 No. 24STCV15717 (Los Angeles County Superior Court) by Plaintiff.

14 1.2 The term "Agreement" or "Settlement Agreement" refers to this Settlement
15 Agreement.

16 1.3 The terms "Class" or "Class Members" means all hourly-paid, non-exempt
17 employees who are or were directly employed by Defendant and worked for Defendant within the
18 State of California at any time during the Class Period.

19 1.4 The term "Class Counsel" means Kane Moon, Allen Feghali, and Charlotte Mikat-
20 Stevens of Moon Law Group, PC.

21 1.5 The term "Class Counsel Attorneys' Fees Payment" and "Class Counsel Litigation
22 Costs Payment" mean the Court-approved amounts to Class Counsel for reimbursement of
23 reasonable attorneys' fees and litigation costs, respectively, incurred to prosecute the Action.

24 1.6 The term "Class List and Data" means the name, last known mailing address, Social
25 Security number, number of Workweeks for each Class Member during the Class Period, and
26 number of PAGA Workweeks for each PAGA Member during the PAGA Period.

27 1.7 The term "Class Notice" means the Court-Approved Notice of Class and
28 Representative Action Settlement and Hearing Date for Final Court Approval, to be mailed by the

1 Settlement Administrator to Class Members in English, and with a Spanish translation prepared by
2 the Settlement Administrator, in the form and without material variation as **Exhibit A** attached and
3 incorporated by reference into this Agreement.

4 1.8 The term "Class Period" means the time from March 13, 2022 through the date on
5 which the Court signs the Preliminary Approval Order.

6 1.9 The term "Class Representative Enhancement Award" means the Court-approved
7 amount to Plaintiff for initiating and providing services in support of the Action and in recognition
8 for the risks attendant to the role as named Plaintiff and Class Representative.

9 1.10 The term "Court" as used herein means the Superior Court of California, County of
10 Los Angeles.

11 1.11 The term "Defendant" or "GSF" means Defendant Golden Specialty Foods, LLC.

12 1.12 The term "Defense Counsel" means Greg S. Labate and Lauren J. Blaes of
13 Sheppard, Mullin, Richter & Hampton LLP.

14 1.13 The "Effective Date" of the Settlement will be the day of service of notice of entry
15 of the Final Approval Order and Judgment, so long as there is no appeal, review, or writ sought
16 from the Final Approval Order and Judgment. In the event that an appeal, review, or writ is
17 sought from the Final Approval Order and Judgment, the Effective Date shall be the date after the
18 Final Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or
19 denied, and the Final Approval Order and Judgment is no longer subject to further judicial
20 review. Prior to the Effective Date, Defendant will not be required to fund the Settlement, in
21 whole or in part, through the Settlement Administrator or any third party.

22 1.14 The term "Final Approval Order" means the order of the Court that grants final
23 approval of the Settlement.

24 1.15 The term "Gross Settlement Amount" means the amount of One Hundred Fifteen
25 Thousand Dollars and Zero Cents (\$115,000.00), inclusive of the Class Representative
26 Enhancement Award to Plaintiff, Class Counsel Attorneys' Fees Payment, Class Counsel Litigation
27 Costs Payment, the Settlement Administration Costs Payment, Individual Class Payments, and the
28

1 PAGA Payment, but excluding Defendant's employer portion of any applicable payroll taxes owed
2 on Individual Class Payments.

3 1.16 The term "Judgment" means the final judgment entered by the Court based upon the
4 Settlement.

5 1.17 The term "Individual PAGA Payment" means the pro-rata amount to be paid to a
6 PAGA Member from the portion of the PAGA Payment allocated to PAGA Members, as further
7 provided in Section 10.3 below.

8 1.18 The term "Individual Class Payment" means the pro-rata amount to be paid to a
9 Participating Class Member from the Net Settlement Amount, as further provided in Section 10.2
10 below.

11 1.19 The term "LWDA" means the California Labor and Workforce Development
12 Agency.

13 1.20 The term "LWDA Notice" means Plaintiff's letter submitted to the LWDA dated
14 June 23, 2024, and any subsequent letter submitted to the LWDA on behalf of Plaintiff.

15 1.21 The term "Net Settlement Amount" means the Gross Settlement Amount minus the
16 Court-approved amounts for the Class Representative Enhancement Award, Class Counsel
17 Attorneys' Fees Payment, Class Counsel Litigation Costs Payment, the Settlement Administration
18 Costs Payment, and the PAGA Payment.

19 1.22 The term "PAGA" means the Private Attorneys General Act, California Labor Code
20 sections 2698, *et seq.*

21 1.23 The term "PAGA Member(s)" means all hourly-paid, non-exempt employees who
22 are or were directly employed by Defendant and who worked for Defendant within the State of
23 California at any time during the PAGA Period.

24 1.24 The term "PAGA Payment" means the payment made to the LWDA and PAGA
25 Members for civil penalties pursuant to PAGA and the terms of this Agreement.

26 1.25 The term "PAGA Period" means the time from June 23, 2023 through the date on
27 which the Court signs the Preliminary Approval Order.

1 1.26 The term “PAGA Workweek(s)” refers to the week(s) during the PAGA Period in
2 which a PAGA Member worked for Defendant.

3 1.27 The term “Participating Class Members” mean Class Members who have not timely
4 requested exclusion from the Settlement.

5 1.28 The term “Parties” means Plaintiff and Defendant, collectively.

6 1.29 The term “Party” means Plaintiff or Defendant, individually.

7 1.30 The term “Plaintiff” means Plaintiff Juan Jardon.

8 1.31 The term “Preliminary Approval Order” means the order of the Court that grants
9 preliminary approval of the Settlement.

10 1.32 The term “Released Class Claims” means the claims being released as described in
11 Section 6.1 below.

12 1.33 The term “Released PAGA Claims” means the claims being released as described in
13 Section 6.2 below.

14 1.34 The term “Released Parties” means Golden Specialty Foods, LLC, and each of its
15 past, present and future agents, employees, servants, officers, directors, partners, trustees,
16 representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related
17 companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers,
18 consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and
19 all of their respective past, present and future employees, directors, officers, agents, attorneys,
20 stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them.

21 1.35 The term “Settlement Administrator” means Apex Class Action Administration
22 (“Apex”), the third-party settlement administrator agreed upon by Parties to administer this
23 Settlement following a competitive bidding process, subject to the Court’s approval.

24 1.36 The term “Settlement Administration Costs Payment” means the Court-approved
25 amount the Settlement Administrator will be paid from the Gross Settlement Amount for its
26 administration services and costs.

27 1.37 The term “Class Workweek(s)” refers to the week(s) during the Class Period in
28 which a Class Member worked for Defendant.

1 **2. SCOPE, PURPOSE, AND BENEFITS OF THE SETTLEMENT**

2 2.1 On June 24, 2024, Plaintiff initiated the Action by filing a Class Action Complaint in
3 the Superior Court of California for the County of Los Angeles against Defendant, thereby
4 commending the action entitled Juan Jardon, individually, and on behalf of all others similarly
5 situated, Plaintiff, vs. Golden Specialty Foods, LLC, and DOES 1 through 10, inclusive, Defendants
6 (“Class Action Complaint”). Pursuant to California Labor Code section 2699.3(a), on June 23,
7 2024, Plaintiff gave written notice to Defendant and the LWDA of the allegations in the Action via
8 Plaintiff’s LWDA Notice. Plaintiff’s administration exhaustion period under PAGA expired
9 without any notice from the LWDA of its intent to investigate the allegations. On August 28, 2024,
10 Plaintiff filed a First Amended Class and Representative Action Complaint (“First Amended Class
11 and Representative Action Complaint”) alleging the following claims: (1) failure to pay minimum
12 wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to
13 authorize and permit rest periods; (5) failure to indemnify business expenses; (6) failure to timely
14 pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) unfair
15 business practices; and (9) civil penalties under PAGA. Also on August 28, 2024, and in
16 compliance with Labor Code section 2699, Plaintiff submitted a conformed copy of the First
17 Amended Class and Representative Action Complaint to the LWDA that contained the Court’s case
18 number. To date, the LWDA has not sought to intervene in this Action.

19 2.2 The Parties engaged in multiple months of informal settlement discussions,
20 including an informal exchange of records and information. As part of this evaluation, Plaintiff has
21 conducted a thorough investigation into the facts of the Action, including an extensive review and
22 analysis of the informal discovery, and has diligently pursued an investigation of the claims and
23 defenses. Further, the settlement discussions were conducted at arm’s length. The Parties
24 ultimately agreed on a resolution of the Action, including a resolution of Plaintiff’s class action
25 claims and an agreement to stipulate for leave to file a Second Amended Class and Representative
26 Action Complaint incorporating all Released Class Claims and Released PAGA Claims. The
27 Settlement is the result of an informed and detailed analysis of the risks facing all Parties in
28 litigating this case, including but not limited to, careful consideration of the legal and factual

1 obstacles to Plaintiff's prospects of obtaining class certification and on the merits, and Defendant's
2 defenses, as well as Defendant's potential exposure and the additional costs of litigating the Action.

3 2.3 This Agreement is intended to and does effectuate the full, final, and complete
4 resolution of the Action.

5 2.4 The Parties believe that continued litigation would be protracted, expensive, and
6 uncertain, and that this Settlement is in the best interests of the Class, PAGA Members, and
7 Defendant. In light of these realities, the Parties believe that this Settlement is the best way to
8 resolve the disputes between them.

9 **3. JURISDICTION, ENFORCEMENT, AND INTERPRETATION**

10 The Court has jurisdiction over the Parties and the subject matter of the Action. The Action
11 includes claims that, while Defendant denies them in their entirety, would, if proven, authorize the
12 Court to grant relief pursuant to the California laws cited therein. If the Settlement is approved, the
13 Court will retain jurisdiction with respect to the interpretation, implementation, and enforcement of
14 the terms of this Agreement and all orders and judgments entered in connection therewith, pursuant
15 to California Rules of Court rules 3.769, *et seq.*, and California Code of Civil Procedure section
16 664.6, and the Parties hereto submit to the jurisdiction of the Court for purposes of interpreting,
17 implementing, and enforcing the Settlement embodied in this Agreement and all orders and
18 judgments entered in connection therewith. The Parties and their counsel agree that the Court, upon
19 motion, may enter judgment pursuant to the Agreement and California Code of Civil Procedure
20 section 664.6 and the Agreement is admissible in evidence for purposes of enforcement pursuant to
21 California Evidence Code section 1123. The Agreement will be interpreted and enforced under the
22 laws of the State of California without regard to its conflict of laws provisions. Any dispute arising
23 out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and
24 exclusively in the Court, and the Parties hereby consent to the jurisdiction of the Court over them
25 solely in connection therewith. In the event that a Party institutes a legal action or other proceeding
26 against the other Party to enforce this Settlement or to declare rights and/or obligations under this
27 Settlement, the prevailing party in said enforcement action shall be entitled to recover from the
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1 unsuccessful party reasonable attorneys' fees and litigation costs, including expert witness fees,
2 incurred in connection with the enforcement action.

3 **4. NO ADMISSION WITH RESPECT TO LIABILITY OR DEFENSES**

4 4.1 The Parties agree that this Agreement reflects their good faith compromise of the
5 Action, based upon their assessment of the mutual risks and costs of further litigation and the
6 assessments of their respective, experienced counsel. This Agreement does not constitute, is not
7 intended to constitute, and will not be deemed to constitute, an admission of liability or lack of
8 liability by the Parties as to the merits, validity, or accuracy of any of the allegations or claims made
9 against Defendant in the Action, the appropriateness of class certification, or the merits, validity, or
10 accuracy of any of Defendant's affirmative defenses. Defendant denies each of Plaintiff's
11 allegations in their entirety, and alleges that Plaintiff and all other Class Members were provided
12 compensation and treated in all respects in accordance with California law with regard to the claims
13 and facts alleged in the Action.

14 4.2 Nothing in this Agreement, nor any action taken or made in implementation thereof,
15 including, without limitation, any statements, discussions, communications, or any materials
16 prepared, exchanged, issued, or used during the course of the negotiations leading up to the
17 Agreement, is intended by the Parties to or will constitute, be introduced, or be submitted in any
18 way in the Action or any other judicial, arbitral, administrative, investigative, or other forum or
19 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
20 regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding
21 the foregoing, the Agreement may be used in any proceeding in the Court that has as its purpose the
22 interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the
23 Court entered into in connection therewith. Additionally, insofar as any of the foregoing material is
24 required to be filed by any Court order, the Parties will comply with such order but will notify the
25 other Party of such an order at least ten (10) days prior to filing of the documents.

26 4.3 The Parties agree that Plaintiff's forthcoming motion for preliminary approval of the
27 Settlement, which will, among other things, seek certification of the Class, is for purposes of the
28 Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification

1 will have no force or effect. The Parties agree that certification for purposes of the Settlement is in
2 no way an admission that class certification is proper under the standard applied to contested
3 certification motions and that this Agreement will not be submitted in this or any other proceeding
4 as evidence that (i) the Class should be certified, or (ii) Defendant is liable to Plaintiff or any of the
5 Class Members. Further, neither this Agreement nor the Court's actions with regard to this
6 Agreement will be submitted in any court or other tribunal regarding the propriety of class
7 certification or collective treatment for purposes other than the settlement of the Action. In the
8 event that this Agreement is not approved by the Court or any appellate court, is terminated, or
9 otherwise fails to be enforceable, Defendant will not be deemed to have waived, limited, or affected
10 in any way, any of its objections or defenses in the Action, including, but not limited to, its defenses
11 in opposition to class certification. Similarly, in the event that this Agreement is not approved by
12 the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not
13 be deemed to have waived, limited, or affected in any way, any of its objections to any of
14 Defendant's affirmative defenses or waived any argument as to Plaintiff's standing or ability to
15 litigate the claims alleged in this Action against Defendant.

16 **5. CLASS CERTIFICATION**

17 For the purposes of this Agreement only, the Parties agree to the certification of the Class.
18 As set forth in Sections 4.1 and 4.3 above, Defendant expressly reserves its right to oppose class
19 certification should the Court decide to not approve this Settlement.

20 **6. RELEASE AND WAIVER**

21 **6.1 Released Class Claims by Participating Class Members**

22 As of the Effective Date, and upon Defendant's full funding of the Gross Settlement
23 Amount, Participating Class Members and Plaintiff, on behalf of themselves and their respective
24 past, present, and future representatives, agents, attorneys, heirs, administrators, successors, and
25 assigns, and each and all of them, will be deemed to have fully, finally, and forever released,
26 settled, compromised, relinquished, and discharged the Released Parties from all claims, debts,
27 liabilities, demands, actions, or causes of action under state, federal or local law, whether statutory,
28 common law or administrative, that were asserted in the Action and/or LWDA Notice, or that

1 reasonably could have been asserted based on the facts and/or claims alleged in the Action and/or
2 LWDA Notice, including, but not limited to state and/or federal wage and hour claims for failure to
3 pay all wages due, including minimum wages, straight time compensation, overtime compensation,
4 double-time compensation, reporting time compensation; the calculation of the regular rate of pay;
5 failure to provide meal periods; failure to authorize and permit periods; failure to pay proper meal
6 and rest period penalties; failure to pay overtime compensation, double-time compensation, meal
7 and rest period premiums, sick pay, and reporting time pay at the regular rate of pay; failure to pay
8 for all hours worked, including off-the-clock work; failure to provide accurate itemized wage
9 statements; failure to reimburse business expenses; failure to timely pay all wages during
10 employment; failure to timely pay all wages due at separation of employment; failure to timely pay
11 all accrued vacation wages; failure to maintain accurate records, including payroll records and
12 records of hours worked and meal periods; unfair business practices; penalties, including but not
13 limited to recordkeeping penalties, wage statement penalties, minimum wage penalties, and
14 waiting-time penalties; interest; attorneys' fees and costs; and including and not limited to, all
15 claims arising under the California Labor Code (including but not limited to Sections 200-204, 206,
16 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194,
17 1194.2, 1197, 1197.1, 1198, and 2802); the applicable Wage Orders of the California Industrial
18 Welfare Commission, including but not limited to, pursuant to title 8 California Code of
19 Regulations sections 11010 and 11040; California Business and Professions Code sections 17200,
20 *et seq.*; California Code of Civil Procedure, including but not limited to section 1021.5; and the Fair
21 Labor Standards Act, 29 U.S.C. section 201, *et seq.* This release excludes any claims for vested
22 benefits, unemployment benefits, disability benefits, social security benefits, or workers'
23 compensation benefits that arose at any time, any claims based on occurrences outside of the Class
24 Period, and the release of claims not permitted by law.

25 6.2 Released PAGA Claims By PAGA Members

26 As of the Effective Date, and upon Defendant's full funding of the Gross Settlement
27 Amount, PAGA Members, Plaintiff, and the State of California with respect to all PAGA
28 Members, on behalf of themselves and their respective past, present, and future representatives,

1 agents, attorneys, heirs, administrators, successors, and assigns, and each and all of them, will be
2 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
3 discharged the Released Parties from all claims, actions, and causes of action for civil penalties,
4 attorneys' fees, costs, or interest arising under the Private Attorneys General Act, California
5 Labor Code sections 2698, *et seq.*, that were alleged or that reasonably could have been alleged
6 in the Action and/or the LWDA Notice based on the factual allegations and legal theories
7 contained in the Action and/or the LWDA Notice. The release above covers the claims pled or
8 that reasonably could have been pled, including but not limited to all claims for penalties
9 recoverable under PAGA concerning failure to pay all wages due, including minimum wages,
10 straight time compensation, overtime compensation, double-time compensation, reporting time
11 compensation; the calculation of the regular rate of pay; failure to provide meal periods; failure to
12 authorize and permit periods; failure to pay proper meal and rest period penalties; failure to pay
13 overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and
14 reporting time pay at the regular rate of pay; failure to pay for all hours worked, including off-the-
15 clock work; failure to provide accurate itemized wage statements; failure to reimburse business
16 expenses; failure to timely pay all wages during employment; failure to timely pay all wages due
17 at separation of employment; failure to timely pay all accrued vacation wages; failure to maintain
18 accurate records, including payroll records and records of hours worked and meal periods; unfair
19 business practices; penalties, including but not limited to recordkeeping penalties, wage statement
20 penalties, minimum wage penalties, and waiting-time penalties; interest; attorneys' fees and costs;
21 and including and not limited to, all claims arising under the California Labor Code (including but
22 not limited to Sections 200-204, 206, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 256, 510,
23 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, *et seq.*, and 2698
24 *et seq.*); the applicable Wage Orders of the California Industrial Welfare Commission, including
25 but not limited to, pursuant to title 8 California Code of Regulations sections 11010 and 11040;
26 California Private Attorneys General Act of 2004; California Code of Civil Procedure, including
27 but not limited to section 1021.5. The release excludes any claims for vested benefits,
28 unemployment benefits, disability benefits, social security benefits, or workers' compensation

benefits that arose at any time, or any claims based on occurrences outside of the PAGA Period, and the release of claims not permitted by law.

7. NOTICE AND OPPORTUNITY TO OPT OUT OR OBJECT

7.1 Notice to the Class

The Parties submit a Class Notice, in the form attached hereto as “Exhibit A,” to the Court for approval. The Class Notice will include, nonexclusively, information regarding the nature of the Action; a summary of the substance of the Settlement; the definition of the Class, PAGA Members, and Class and PAGA Periods; the release of claims; the formula used to determine the Individual Class Payments for the Class Members and Individual PAGA Payments for PAGA Members; the number of Class Workweeks and/or PAGA Workweeks credited to each Class Member and PAGA Member, respectively, and their estimated Individual Class Payment and/or Individual PAGA Payment; the procedures and deadlines for objecting to the Settlement, seeking exclusion from the Settlement (except PAGA Members shall have no right to exclude themselves from the PAGA portion of the Settlement), and/or disputing the number of Class Workweeks or PAGA Workweeks credited to them; the contact information for the Settlement Administrator, Defense Counsel, and Class Counsel; instructions for obtaining additional information regarding the Settlement and Action if desired; and the date, time, and location for the Final Approval Hearing.

Upon the Court’s approval of the Class Notice, the Settlement Administrator shall prepare a Spanish translation, without material variation, to be mailed to Class Members as provided in Section 7.2 below.

7.2 Mailing of the Class Notice

Within twenty-one (21) calendar days following notice by Plaintiff or the Court of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class List and Data in readable Microsoft Excel spreadsheets. In no event will Class List and Data ever be shared with or provided to Class Counsel. If, before expiration of the Response Deadline as defined below, the Settlement Administrator is contacted by any persons who believe they should have been included in the Class List and Data, Defense Counsel will expeditiously work with the Settlement Administrator in an effort to determine whether to include them as Class Members.

1 Within fourteen (14) calendar days after the Settlement Administrator's receipt of the Class
2 List and Data, the Settlement Administrator shall mail the Class Notice to the Class Members via
3 first-class regular U.S. mail. Class Members will have sixty (60) calendar days from the mailing of
4 the Class Notice ("Response Deadline") to submit a Request for Exclusion (as defined below),
5 dispute, or objection. The date of initial mailing of the Class Notice by the Settlement
6 Administrator to the Class Members is the "Initial Mailing." Prior to the Initial Mailing, the
7 Settlement Administrator will perform one search based on the National Change of Address
8 Database information to update and correct the Class List and Data for any known or identifiable
9 address changes for each Class Member.

10 If, within thirty (30) calendar days of the Initial Mailing, a Class Notice is returned as
11 undeliverable, not later than three (3) business days after the Settlement Administrator's receipt of
12 any Class Notice returned by the U.S. Postal Service as undelivered following the Initial Mailing,
13 the Settlement Administrator shall re-mail the Class Notice using any forwarding address provided.
14 If no forwarding address was providing, the Settlement Administrator shall conduct a search for the
15 Class Member's current mailing address using all reasonably available sources, methods, and
16 means, including, but not limited to, the National Change of Address database and skip traces, and
17 the Settlement Administrator shall re-mail the Class Notice to the most current address obtained.
18 The Settlement Administrator has no obligation to make further attempts to locate or send the Class
19 Notice to Class Members whose Class Notice is returned as undelivered a second time. The
20 Response Deadline shall be extended an additional fourteen (14) calendar days for any Class
21 Members whose initial Class Notice was returned as undeliverable, and the Settlement
22 Administrator shall inform the Class Member of the extended deadline with the re-mailed Class
23 Notice.

24 In the event that the procedures in this Section are followed and the intended recipient of a
25 Class Notice still does not receive the Class Notice, the intended recipient shall be bound by all
26 terms of the Settlement and any Final Approval Order and Judgment entered by the Court if the
27 Settlement is approved by the Court. In the event the procedures in this Section are followed and a
28 Class Member does not ultimately return a Request for Exclusion and/or the Request for Exclusion

1 is rejected as deficient by the Settlement Administrator, the Class Member shall be deemed a
2 Participating Class Member and will be bound by all terms of the Settlement and any Final
3 Approval Order and Final Judgment entered by the Court if the Settlement is approved by the
4 Court.

5 7.3 Objection to the Class Settlement

6 A Participating Class Member may object to the Class portion of the Settlement. The
7 Parties agree that Class Members do not have standing to object to the PAGA portion of the
8 Settlement.

9 To assert an objection to the Class Settlement, a Participating Class Member must submit an
10 objection to the Settlement Administrator by first class U.S. mail at the mailing address specified on
11 the Class Notice not later than the Response Deadline, or in the instance of a re-mailed Class
12 Notice, the extended Response Deadline. The date of the postmark will be the exclusive means for
13 determining whether an objection has been timely submitted. All objections must be in writing,
14 which includes: (1) the objector's full name, address, last four digits of his or her Social Security
15 number (for verification of identity purposes and for the Settlement Administrator to contact the
16 Class Member, if necessary, to clarify the objection); (2) the case name and number; (3) a clear
17 statement that the Class Member objects to the Settlement and the factual and legal basis, with
18 supporting documents, if any, on which the objection is based; (4) the Class Member's signature
19 and the date of signature; (5) whether the objector is represented by an attorney and providing the
20 contact information of any such attorney; and (6) whether the objector plans to appear at the Final
21 Approval Hearing. The Parties agree that the Settlement Administrator shall not disclose the
22 contact information or last four digits of any Class Member's Social Security number to anyone,
23 including the Parties, and that such information will be securely held and shall not be used for any
24 purpose except to ascertain the identity of the objector for administration of this Settlement. Any
25 Class Member who fails to timely submit their written objections in the manner specified above
26 may still appear (or hire an attorney to appear on his or her behalf) and object at the Final Approval
27 Hearing. Participating Class Members who fail to object in the manners specified above shall be
28 deemed to have waived any objections and shall be foreclosed from making any objection (whether

1 by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this
2 Settlement, the Participating Class Member will remain a member of the Class, and if the Court
3 grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and
4 any Final Approval Order and Judgment, including the Released Class Claims. Any Class
5 Members who submit a valid and timely Request for Exclusion, as provided in Section 7.4 below,
6 shall have no right to object to the Settlement.

7 Within three (3) business days of receipt of an objection, the Settlement Administrator shall
8 provide counsel for the Parties with a copy of the objection with Class Members' identifying
9 information redacted. No later than fourteen (14) calendar days before the Final Approval Hearing,
10 the Settlement Administrator shall provide counsel for the Parties with a complete list of
11 Participating Class Members who have submitted an objection, whether or not timely or deficient,
12 and shall provide copies of all objections with Class Members' identifying information redacted.
13 Prior to the Final Approval Hearing, the Settlement Administrator shall submit copies of the
14 objections that it has received, to the Court by way of declaration.

15 **7.4 Request for Exclusion from the Class Settlement**

16 Class Members who wish to exclude themselves from the Settlement must submit a valid
17 and timely request for exclusion ("Request for Exclusion") to the Settlement Administrator by mail,
18 postmarked on or before the Response Deadline (or any applicable extended Response Deadline) at
19 the mailing address specified in the Class Notice. The date of the postmark on the return mailing
20 envelope will be the exclusive means for determining whether a Request for Exclusion has been
21 timely submitted. A Request for Exclusion must be in writing and contain: (1) the Class Member's
22 full name, current address, last four digits of his/her Social Security number (for verification of
23 identity purposes and for the Settlement Administrator to contact the Class Member, if necessary, to
24 clarify the Request for Exclusion); (2) the case name and number; (3) a clear statement that the
25 Class Member wishes to be excluded from the Settlement; and (4) the Class Member's signature
26 and the date of signature. The Parties agree that the Settlement Administrator shall not disclose the
27 contact information or last four digits of any Class Member's Social Security number to anyone,
28 including the Parties, and that such information will be securely held and shall not be used for any

1 purpose except to ascertain the identity of the individual who wishes to exclude himself or herself
2 from the Settlement for administration of this Settlement. The name and last four digits of the
3 Social Security number provided by the Class Member on the Request for Exclusion must match
4 Defendant's records as provided to the Settlement Administrator, or match Defendant's records for
5 that particular Class Member. The name and Social Security number provided by the Class
6 Member will be deemed to match Defendant's records only if: (1) both the first name and the last
7 name and the last four digits of the Social Security number provided by the Class Member match
8 Defendant's records; (2) the first name and the last four digits of the Social Security number
9 provided by the Class Member match Defendant's records and it appears the last name has been
10 changed as a result of a change in marital status or is a shortened or lengthened version of the name
11 that appears in Defendant's records; or (3) the last four digits of the Social Security number and last
12 name match Defendant's records and the first name provided is either a nickname or a shortened or
13 lengthened version of the name that appears in Defendant's records. Each Class Member who does
14 not submit a Request for Exclusion in compliance with this Section will be deemed to be a
15 Participating Class Member. Participating Class Members will be bound by all terms of the
16 Settlement Agreement and the Final Approval Order and Judgment if the Court grants final
17 approval of the Settlement. Any Class Member who submits a timely, valid Request for Exclusion
18 will not be a Participating Class Member, will not be entitled to receive any Individual Class
19 Payment, and will not be bound by this Agreement or have any right to object, appeal, or comment
20 thereon.

21 Notwithstanding the foregoing, the Parties agree there is no statutory or other right for any
22 Class Member to opt out or otherwise exclude himself or herself from the PAGA portion of the
23 Settlement. A Class Member who submits a valid and timely Request for Exclusion and who is
24 also a PAGA Member shall still receive his or her Individual PAGA Payment and shall be bound by
25 the Released PAGA Claims.

26 No later than fourteen (14) calendar days before the Final Approval Hearing, the Settlement
27 Administrator shall provide the Parties with a complete list of all Class Members who have
28

1 submitted a valid and timely Request for Exclusion, and shall provide copies of all Requests for
2 Exclusion with Class Members' identifying information redacted.

3 If a Class Member submits both a Request for Exclusion and written objection to the
4 Settlement Administrator prior to the Response Deadline, the Settlement Administrator will first
5 attempt to contact the Class Member to determine if he or she intended to submit only the Request
6 for Exclusion or written objection. If the Settlement Administrator is unable to contact the Class
7 Member within ten (10) calendar days of receiving both the Request for Exclusion and written
8 objection or if the Class Member fails to respond to the Settlement Administrator within ten (10)
9 calendar days of being contacted, then only the Request for Exclusion will be deemed effective, the
10 Class Member's written objection will be invalid, and the Class Member will no longer be
11 considered a Participating Class Member, will not receive his or her Individual Class Payment, and
12 will not be bound by the Released Class Claims (but will still be fully bound and have fully and
13 finally released the Released PAGA Claims if he or she is also a PAGA Member).

14 **7.5 No Solicitation of Objections to or Exclusions from the Settlement**

15 The Parties agree to use their best efforts to carry out the terms of this Agreement. At no
16 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
17 to submit Requests for Exclusion, objections to the Settlement, or appeal from or seek review of the
18 Court's Preliminary Approval Order, Final Approval Order, or Judgment, provided, however, that
19 Class Counsel may respond to any questions received from Class Members regarding the
20 Settlement and the Settlement Agreement.

21 **8. DEFENDANT'S RIGHT TO RESCIND**

22 No later than fourteen (14) calendar days before the Final Approval Hearing, the
23 Settlement Administrator shall email the Parties' counsel a list containing the names of any and all
24 Class Members who have submitted timely and valid Requests for Exclusion or Objections, and,
25 for such individuals, the aggregate number of their Individual Class Payments. If either (i) 10% or
26 more of the Class Members or (ii) a number of Class Members' whose Individual Class Payments
27 in the aggregate are 10% or more of the Gross Settlement Amount, either opt out of and/or object
28 to the Settlement, or if both (i) and (ii) occur, Defendant may, at its election, rescind the

1 Settlement and all actions taken in its furtherance of it will be thereby null and void. If Defendant
2 exercises this right of recession, it must do so in writing, that is sent to Class Counsel within ten
3 (10) calendar days. If the option to rescind is available and exercised, then Defendant shall be
4 solely responsible for all Settlement Administration Costs accrued to that point. If such provision
5 is exercised, the Action will return to its pre-settlement litigation posture. A late election shall
6 have no effect.

7 **9. DISPUTES REGARDING WORKWEEKS**

8 The Class Notice mailed to each Class Member will indicate the Class Workweeks and
9 PAGA Workweeks credited to each Class Member and/or PAGA Member, and the estimated
10 Individual Class Payment and/or Individual PAGA Payment that he/she is to receive based upon
11 Defendant's records and the formulas set forth in Sections 10.2 and 10.3 below. If a Class Member
12 disputes the Class Workweeks and/or PAGA Workweeks credited to him or her, as stated in the
13 Class Notice, the Class Member must submit written correspondence to the Settlement
14 Administrator that is postmarked no later than the Response Deadline (or any applicable extended
15 Response Deadline) at the mailing address specified on the Class Notice. The date of the postmark
16 on the return mailing envelope will be the exclusive means for determining whether the dispute has
17 been timely submitted. The Class Member's dispute must explain the basis for the dispute and
18 include any supporting documentation showing that the Class Workweeks and/or PAGA
19 Workweeks credited to him or her is inaccurate. Defendant's records will be presumed
20 determinative, absent credible evidence to rebut the accuracy of the Class Workweeks and/or
21 PAGA Workweeks credited to a Class Member based thereon. The Settlement Administrator will
22 evaluate the evidence submitted by the Class Member and make a recommendation to the Parties as
23 to which figures should be applied. If the Parties disagree with the Settlement Administrator's
24 recommendation, the dispute will be presented to the Court for determination.

25 **10. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

26 **10.1 Gross Settlement Amount**

27 The Gross Settlement Amount has been agreed to by the Parties, based on analysis and
28 assessment of the value of the claims of the Class. It is expressly understood that if the Court

awards less than the total amounts requested to be awarded for the Class Representative Enhancement Award, Class Counsel Attorneys' Fees Payment, Class Counsel Litigation Costs Payment, PAGA Payment, Settlement Administration Costs Payment, or as otherwise provided herein, the difference in any such amounts will be allocated to the Net Settlement Amount.

10.2 Distribution to the Participating Class Members

Individual Class Payments will be determined as follows: Defendant will provide the Settlement Administrator with the number of Class Workweeks credited to each Participating Class Member during the Class Period, as indicated in the Class List and Data. The Settlement Administrator will then calculate the total number of Class Workweeks worked by all Participating Class Members during the Class Period ("Total Class Workweeks"). To determine the Individual Class Payment for each Participating Class Member, the Settlement Administrator will (1) divide each Participating Class Member's respective Class Workweeks by the Total Class Workweeks, and (2) multiply the resulting figure by the Net Settlement Amount. The Individual Class Payment will be reduced by any required legal deductions for each Participating Class Member, provided that such legal deductions will not include the employer's share of any payroll taxes, as set forth in Section 10.9. Any residual amounts of the Gross Settlement Amount that are not distributed in full as contemplated by this Agreement shall be allocated to the Net Settlement Amount and distributed pro rata to Participating Class Members based on the preceding formula.

Participating Class Members will have one hundred and eighty (180) calendar days from the date on which the Individual Class Payment check is issued, to cash or deposit the check.

If any Individual Class Payment checks are not cashed within one hundred and eighty (180) calendar days from the date of issuance, and if said checks represent an aggregate sum that is five (5) or more times greater than the cost of sending an additional check to Participating Class Members, then the uncashed Individual Class Payment checks will be redistributed on a pro-rata basis to Participating Class Members who timely cashed or deposited their initial check. In this event, the Settlement Administrator will cancel the tax forms issued to the Participating Class Members who failed to timely cash or deposit their initial check, and will issue new tax forms to Participating Class Members who are receiving a second check.

1 If the uncashed Individual Class Payment checks represent a sum that is less than five (5)
2 times greater than the cost of sending an additional check to Participating Class Members, the
3 Individual Class Payment checks will be cancelled and funds associated with said cancelled checks
4 will be transmitted to the State Controller's Unclaimed Property Fund in the name of each
5 Participating Class Member who did timely cash or deposit their checks, as an alternative
6 distribution for which there is good cause, under California Code of Civil Procedure section 384(b).

7 **10.3 PAGA Payment and Distribution to PAGA Members**

8 The Parties agree to allocate the amount of \$12,000.00 from the Gross Settlement Amount
9 pursuant to PAGA as the PAGA Payment. Sixty-five percent (65%) of this amount, or \$7,800.00,
10 will be paid to the LWDA and thirty-five percent (35%) of this amount, or \$4,200.00, will be
11 distributed to PAGA Members. The portion of the PAGA Payment distributed to PAGA Members
12 (i.e. \$4,200.00) shall be calculated and distributed on a pro rata basis based on PAGA Members'
13 respective number of PAGA Workweeks during the PAGA Period. The Settlement Administrator
14 will (1) divide each PAGA Member's PAGA Workweeks by the total number of workweeks
15 worked by all PAGA Members during the PAGA Period ("Total PAGA Workweeks"), and (2)
16 multiple the resulting figure by the portion of the PAGA Payment allocated to PAGA Members (i.e.
17 \$4,200.00) in order to yield each PAGA Member's Individual PAGA Payment.

18 In the event that the Court finds the Parties' allocation of proceeds from the Settlement
19 Amount to the PAGA Payment to be insufficient, the Parties expressly reserve the right to amend
20 this Agreement to increase the allocated amount to a level that satisfies the Court's discretion, but
21 provided that such increase does not increase the Gross Settlement Amount.

22 PAGA Members will have one hundred and eighty (180) calendar days from the date on
23 which the Individual PAGA Payment check is issued, to cash or deposit the check.

24 If any Individual PAGA Payment checks are not cashed within one hundred and eighty
25 (180) calendar days from the date of issuance, and if said checks represent an aggregate sum that is
26 five (5) or more times greater than the cost of sending an additional check to PAGA Members, then
27 the uncashed Individual PAGA Payment checks will be redistributed on a pro-rata basis to PAGA
28 Members who timely cashed or deposited their initial check. In this event, the Settlement

1 Administrator will cancel the tax forms issued to the PAGA Members who failed to timely cash or
2 deposit their initial check, and will issue new tax forms to PAGA Members who are receiving a
3 second check.

4 If the uncashed Individual PAGA Payment checks represent a sum that is less than five (5)
5 times greater than the cost of sending an additional check to PAGA Members, the Individual
6 PAGA Payment checks will be cancelled and funds associated with said cancelled checks will be
7 transmitted to the State Controller's Unclaimed Property Fund in the name of each PAGA
8 Member who did timely cash or deposit their checks, as an alternative distribution for which there
9 is good cause, under California Code of Civil Procedure section 384(b).

10 10.4 Class Representative Enhancement Award

11 Plaintiff shall be entitled to apply to the Court for a Class Representative Enhancement
12 Award in the amount of up to \$7,500.00 payable to Plaintiff from the Gross Settlement Amount.
13 Any award shall be in addition to any Individual Class Payment and/or Individual PAGA Payment
14 that Plaintiff is entitled to receive as a Class Member and/or PAGA Member. If the Court approves
15 a Class Representative Enhancement Award that is less than the amount requested, the remainder
16 will be allocated to the Net Settlement Amount. The Settlement Administrator shall issue an IRS
17 Form 1099 to Plaintiff reflecting the awarded Class Representative Enhancement Award. Plaintiff
18 shall be solely and legally responsible to pay any and all applicable taxes on the Class
19 Representative Enhancement Award and shall hold harmless the Released Parties from any claim or
20 liability for taxes, penalties or interest arising as a result of the payment. Plaintiff is solely
21 responsible for providing a completed IRS W-9 form to the Settlement Administrator prior to
22 distribution.

23 10.5 Class Counsel Attorneys' Fees Payment and Class Counsel Litigation Costs Payment

24 Class Counsel shall be entitled to apply to the Court for attorneys' fees payable to Class
25 Counsel from the Gross Settlement Amount in the amount of up to one-third of the Gross
26 Settlement Amount, which is \$38,333.33 ("Class Counsel Attorneys' Fees Payment"), and litigation
27 costs and expenses in an amount not to exceed \$12,000.00 ("Class Counsel Litigation Costs
28 Payment"). The foregoing amounts will cover all work performed and all fees and costs incurred

1 by Class Counsel to date, and all work to be performed and all fees to be incurred in connection
2 with the litigation of the Action, seeking preliminary and final approval by the Court of this
3 Settlement and Agreement, the administration of the Settlement, seeking and obtaining a
4 Preliminary Approval Order and Final Approval Order, and obtaining Judgment. Class Counsel is
5 solely responsible for providing completed IRS W-9 forms to the Settlement Administrator prior to
6 distribution. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel
7 reflecting the awarded Class Counsel Attorneys' Fees Payment and Class Counsel Litigation Costs
8 Payment. Should Plaintiff and/or Class Counsel request a lesser amount for Class Counsel
9 Attorneys' Fees Payment and/or the Court approves a lesser amount, the remainder will be
10 allocated to the Net Settlement Amount. Should Plaintiff and/or Class Counsel request a lesser
11 amount for its Class Counsel Litigation Costs Payment and/or the Court approves a lesser amount,
12 the remainder will be allocated to the Net Settlement Amount. Class Counsel will not be permitted
13 to petition the Court for, or accept, any additional payments from Defendant for attorneys' fees,
14 costs, or expenses in connection with the Action. Class Counsel shall assume full responsibility
15 and liability for the payment of taxes due on such awards.

16 Defendant's payment of the Class Counsel Attorneys' Fees Payment and Class Counsel
17 Litigation Costs Payment shall constitute full satisfaction of the obligation to pay any amounts to
18 any person, attorney, or law firm for attorneys' fees, costs, or expenses in the Action incurred by
19 any attorney on behalf of the Plaintiff, the Class Members, and the PAGA Members, and shall
20 relieve Defendant, the Settlement Administrator, and Defense Counsel of any other claims or
21 liability to any other attorney or law firm for any attorneys' fees, costs, and expenses to which any
22 of them may claim to be entitled on behalf of Plaintiff, Participating Class Members, and/or PAGA
23 Members.

1 10.6 Settlement Administrator

2 Subject to approval by the Court, the Parties agree that the fees and expenses of the
3 Settlement Administrator in relation to services rendered in administration of the Settlement of the
4 Action shall be deducted from the Gross Settlement Amount, not to exceed \$4,500.00 ("Settlement
5 Administration Costs Payment"), absent approval of the Court for a greater amount. If the
6 Settlement Administrator's actual costs are lower than, or the Court awards less than the total
7 amount allocated for the Settlement Administration Costs Payment, the remainder will be allocated
8 to the Net Settlement Amount.

9 The Parties have jointly selected Apex to serve as the Settlement Administrator and verified
10 that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a
11 fiduciary, all duties specified in this Agreement in exchange for the Settlement Administration
12 Costs Payment. The Parties and their respective counsel represent that they have no interest or
13 relationship, financial or otherwise, with Apex, other than a professional relationship arising out of
14 prior experiences administering settlements.

15 The Settlement Administrator shall have the authority and responsibilities to translate and
16 mail the Class Notice; establish a qualified settlement fund account that meets the requirements
17 under US Treasury Regulation § 468B-1, 26, and administer the Gross Settlement Amount; and
18 disburse funds from the Gross Settlement Amount in accordance with this Agreement. The
19 Settlement Administrator shall calculate the Individual Class Payments to be paid to the
20 Participating Class Members in accordance with the terms and provisions of this Agreement;
21 calculate the Individual PAGA Payments to be paid to PAGA Members in accordance with the
22 terms and provisions of this Agreement; distribute the Class Notice; establish and maintain a toll-
23 free telephone number to receive and respond to inquiries from Class Members; determine
24 eligibility for payment to a Class Member and/or PAGA Member; resolve any disputes regarding
25 the Class Workweeks and/or PAGA Workweeks credited to each Class Member and/or PAGA
26 Member; keep track of those Class Members requesting to be excluded from the Settlement, and
27 provide information regarding objections and Requests for Exclusion to the Parties' counsel; mail
28 the Individual Class Payment checks to Participating Class Members and Individual PAGA

1 Payment checks to PAGA Members; undertake require tax withholdings and reporting; and perform
2 such other tasks necessary to effectuate the terms of this Agreement or as the Parties mutually agree
3 or the Court orders the Parties to perform. The Settlement Administrator shall regularly report to
4 the Parties, in written form, the substance of the work performed, including through weekly reports
5 prior to the Final Approval Hearing providing information regarding the Class Notice mailing and
6 responses by Class Members.

7 The Settlement Administrator will submit to the Court, in conjunction with the motion for
8 preliminary approval, a signed declaration providing, among other things, the total of its estimated
9 charges for services rendered to administer the Settlement along with an attachment of its bid for
10 administration, and attesting to its willingness to serve as the Settlement Administrator, its
11 competency, its operative procedures for protecting the security of Class List and Data, and the
12 amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance, all
13 facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and
14 extent of any financial relationship with the Parties, Class Counsel, or Defense Counsel.

15 The Settlement Administrator will submit to the Court, in conjunction with the motion for
16 final approval, a signed declaration providing, among other things, its due diligence and compliance
17 with all of its obligations under this Agreement, the number of Class Notices it mailed to the Class
18 Members, the number of any Class Notices that it re-mailed, attempts to locate the current mailing
19 address for Class Members, the number of Class Notices that were ultimately undeliverable, the
20 number of Requests for Exclusion and objections that it received along with copies (with redacted
21 social security number and contact information), the number of defective Requests for Exclusion
22 and objections that it received along with copies (with redacted social security number and contact
23 information), and the total of its charges for services rendered to date and the anticipated future
24 charges contemplated in order to bring the administration of the Settlement and distribution of
25 payments to completion, including the provision of a final report and signed declaration, which the
26 Settlement Administrator shall provide to the Parties' counsel at least seven (7) calendar days prior
27 to any deadline set by the Court, detailing its disbursements of all payments made pursuant to the
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1 Court's Final Approval Order. The Settlement Administrator will supplement its declaration as
2 needed or requested by the Parties and/or the Court.

3 Any disputes relating to the Settlement Administrator's ability and need to perform its
4 duties shall be referred to the Court.

5 10.7 Time for Funding of the Settlement

6 Prior to the Effective Date of the Settlement, Defendant will not be required to fund the
7 Settlement, in whole or in part, through the Settlement Administrator or any third party. Defendant
8 will fund the Gross Settlement Amount in two installments. The first installment in the amount of
9 \$50,000.00 will be funded by Defendant no later than six (6) months after the Effective Date ("First
10 Installment"). The second installment in the amount of \$65,000.00 will be funded by Defendant no
11 later than six (6) months after the due date for the First Installment ("Second Installment").
12 Defendant shall also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
13 transmitting the funds to the Settlement Administrator by the Second Installment payment.

14 10.8 Time for Distribution

15 Within fourteen (14) calendar days after receipt of the Second Installment from Defendant,
16 the Settlement Administrator shall make the following payments as approved by the Court: (1) full
17 payment of the Individual Class Payments to Participating Class Members, minus required wage
18 withholdings as provided for in Section 10.9 below; (2) full payment of the Individual PAGA
19 Payments to PAGA Members; (3) full payment of the Class Counsel Attorneys' Fees Payment; (4)
20 full payment of the Class Counsel Litigation Costs Payment; (5) full payment of the Class
21 Representative Enhancement Award; (6) full payment of the Settlement Administration Costs
22 Payment; and (7) full payment of the portion of the PAGA Payment to the LWDA.

23 10.9 Tax Allocations

24 All Individual Class Payments will be allocated as follows: 20% as wages ("Wage
25 Portion") and 80% as penalties, any other non-taxable items, and interest ("Non-Wage Portion").
26 The Wage Portion of each Individual Class Payment will be subject to W-2 reporting and, therefore,
27 normal employee's share of payroll taxes and withholdings will be deducted pursuant to applicable
28 state and federal law. Defendant shall be responsible for paying to the Settlement Administrator its

1 employer-side taxes separately from the Gross Settlement Amount. Participating Class Members
2 will be issued an IRS Form 1099 for the portion of their Individual Class Payments that is treated as
3 interest and penalties and any other non-taxable items, and will assume full responsibility and
4 liability for the payment of taxes due on such awards, if any.

5 All Individual PAGA Payments will be allocated as 100% penalties and interest. PAGA
6 Members will be issued an IRS Form 1099 for their Individual PAGA Payment, and will assume
7 full responsibility and liability for the payment of taxes due on such awards, if any.

8 The Parties make no representations about the tax consequences to any portion of Individual
9 Class Payments to Participating Class Members or Individual PAGA Payments to PAGA Members.

10 10.10 Escalator

11 Defendant estimated that, from the period of March 13, 2022 to March 5, 2025, there were
12 a total of approximately 2,324 Class Workweeks. This number would be expected to increase
13 proportionally for the passage of time since that date as the Class Period ends on the date on which
14 the Court signs the Preliminary Approval Order. Should the number of Class Workweeks during
15 the Class Period increase beyond 10% of the estimated number of workweeks (i.e., is 2,557
16 workweeks or more), then Defendant at its sole discretion, has the option of either (1) agreeing to
17 increase the Gross Settlement Amount on a pro rata basis (with an additional \$44.97 per
18 workweek) according to the number of additional workweeks over the 10% cap, or (2) agreeing to
19 close the Class and PAGA Periods just before the date the workweeks exceeds this 10% cap.

20 Defendant agrees to either (a) within five (5) court days of the date scheduled for the
21 hearing on Plaintiff's motion for preliminary approval, determine whether the escalator has been
22 triggered and if triggered, the Parties will file a joint report and proposed preliminary approval
23 order providing for the shortened Class and PAGA Periods, or (b) appear at the date scheduled for
24 the hearing on Plaintiff's motion for preliminary approval and request a continuance of
25 approximately thirty (30) days to enable time for the Settlement Administrator to receive the Class
26 List and Data and assess whether the escalator has been triggered, and for the Parties to jointly
27 report to the Court including as to any escalator election.

1 **11. INTEREST**

2 The Gross Settlement Amount includes any and all interest accruals, and no additional
3 interest shall be due under any circumstances.

4 **12. TAXATION**

5 12.1 Plaintiff, on behalf of himself, and all Participating Class Members and all PAGA
6 Members, represent and warrant that they understand that it is their sole obligation to pay
7 appropriate federal, state, and local income taxes on any amounts they receive under this
8 Agreement that lawfully qualify as taxable income.

9 **13. COURT APPROVAL**

10 13.1 The Parties agree that no later than ten (10) days after signing this Agreement,
11 Plaintiff will submit an amended PAGA letter to the LWDA as necessary to comport with and
12 include all claims set forth in the Released PAGA Claims as defined herein in Section 6.2, to the
13 extent they are not already included. No later than ten (10) days after signing this Agreement,
14 subject to first receiving a stipulation on behalf of Defendant, Plaintiff will request the Court's
15 leave to file a Second Amended Class and Representative Action Complaint, which shall include
16 all claims set forth in the Released Class Claims and Released PAGA Claims as defined herein in
17 Sections 6.1 and 6.2, to the extent they are not already included.

18 13.2 Following the Preliminary Approval Order, if Defendant does not exercise its right
19 to cancel the Settlement solely as provided for in Section 8 above, a motion for final approval of
20 the Settlement will be filed by Class Counsel, which, if not separately filed by Class Counsel, will
21 include a request for Class Counsel Attorneys' Fees Payment and Class Counsel Litigation Costs
22 Payment and Class Representative Enhancement Award as provided for herein, which Defendant
23 will not oppose. The Parties agree to take all steps as may be reasonably necessary to secure final
24 approval of the Settlement as quickly as possible, to the extent not inconsistent with the terms of
25 this Agreement, and will not take any action adverse to each other in obtaining Court approval,
26 and, if necessary, appellate approval, of the Agreement in all respects.

1 13.3 If the Court does not grant preliminary approval and/or final approval of the
2 Settlement, or if the Court's Final Approval Order and Judgment are reversed or materially
3 modified on appeal, then this Settlement will become null and void.

4 13.4 In the event the Court declines to enter the Final Approval Order and Judgment,
5 this Agreement shall be null and void and any order or judgment entered by the Court in
6 furtherance of this Agreement shall be treated as void. In such a case, the Parties and any funds to
7 be awarded under this Settlement shall be returned to their respective statuses as of the date and
8 time immediately prior to the execution of this Agreement, and the Parties shall proceed in all
9 respects as if this Agreement had not been executed, except that any fees and expenses already
10 reasonably incurred by the Settlement Administrator shall be paid by Defendant.

11 **14. MISCELLANEOUS PROVISIONS**

12 14.1 No Effect on Regular Rate or Overtime Compensation. Participating Class Members
13 and PAGA Members will receive payment under the Settlement, as determined by the Settlement
14 Administrator in accordance with this Agreement. The Parties agree that this payment is not
15 viewed as additional compensation for purposes of calculating a "regular rate" of pay under
16 California or federal law for the period during which it is received, and no additional overtime
17 compensation is required as a result of such payment; further, any claim to entitlement to any
18 additional overtime compensation is expressly waived under the terms of this Agreement. No
19 person or entity shall have any claim against Defendant, Defense Counsel, Plaintiff, any Class
20 Members or PAGA Members, Class Counsel, or the Settlement Administrator based upon
21 distributions and payments made in accordance with this Agreement.

22 14.2 No Effect on Employee Benefits. The Individual Class Payments and/or Individual
23 PAGA Payments to be paid to Plaintiff, Participating Class Members, and PAGA Members, shall
24 be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or
25 calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, 401k
26 plans, sick leave plans, PTO plans, etc.) of Plaintiff, any Participating Class Members, or any
27 PAGA Members. Such payments do not represent any modification of Plaintiff's, Participating
28 Class Members', or PAGA Members' previously credited hours of service or other eligibility

1 criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by
2 Defendant. Further, any Individual Class Payment or Individual PAGA Payment shall not be
3 considered "compensation" in any year for purposes of determining eligibility for, or benefit
4 accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by
5 Defendant.

6 14.3 Headings. The descriptive headings of any paragraphs or sections of this Agreement
7 are inserted for convenience of reference only and do not constitute a part of this Agreement.

8 14.4 Final Agreement. This Agreement constitutes the exclusive and final understanding
9 and expression of all agreements between the Parties with respect to the resolution of the Action,
10 and supersedes all prior agreements and understandings between the Parties relating to the subject
11 matter hereof. Plaintiff, on behalf of himself and on behalf of the Participating Class Members,
12 PAGA Members, and LWDA, and Defendant enter into this Agreement based solely upon its terms
13 and not in reliance upon any representations or promises other than those contained in this
14 Agreement.

15 14.5 Amendment or Modification. This Agreement may be amended or modified only by
16 a written instrument signed by counsel for the Parties, or their successors, and approved by the
17 Court.

18 14.6 Counterparts/Facsimile. This Agreement may be executed in one or more actual or
19 telecopied counterparts, all of which will be considered one and the same instrument and all of
20 which will be considered duplicate originals. A signature by facsimile on this Agreement shall be
21 as legally binding as an original signature.

22 14.7 Authority. Counsel for all Parties represent and warrant they are expressly
23 authorized by the Parties whom they represent to negotiate this Agreement and to take all
24 appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to
25 effectuate its terms, and to execute any other documents required to effectuate the terms of this
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27
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1 Agreement. The person signing this Agreement on behalf of Defendant represents and warrants
2 that he or she is authorized to sign this Agreement on Defendant's behalf.

3 14.8 Cooperation. The Parties and their counsel will cooperate with each other and use
4 their best efforts to effectuate the implementation of the Settlement. In the event that the Parties are
5 unable to reach agreement on the form or content of any document needed to implement the
6 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
7 the Settlement, the Parties shall seek the assistance of the Court to resolve such disagreement.

8 14.9 Binding on Successors and Assigns. This Agreement shall be binding upon, and
9 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10 14.10 Interim Stay of Proceedings. The Parties agree to stay and hold all proceedings in
11 the Action in abeyance, except such proceedings necessary to implement and complete the
12 Settlement, pending the Final Approval Hearing to be conducted by the Court. Pursuant to
13 California Code of Civil Procedure section 583.330, the Parties further agree to extend the date to
14 bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period
15 of this Settlement approval process.

16 14.11 Fair, Adequate, and Reasonable Settlement. The Parties and their respective counsel
17 believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the
18 Action and have arrived at this Agreement through arm's-length negotiations, considering all
19 relevant factors, current and potential.

20 14.12 Cooperation and Drafting. Each of the Parties has cooperated in the drafting and
21 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall
22 not be construed against any of the Parties.

23 14.13 Invalidity of Any Provision. Before declaring any provision of this Agreement
24 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
25 consistent with applicable precedents so as to define all provisions of this Agreement as valid and
26 enforceable.

27 14.14 Plaintiff's Waiver of Right to Be Excluded. By signing this Agreement, Plaintiff is
28 bound by the terms herein stated and further agrees not to submit a Request for Exclusion from the

1 Settlement. Any such Request for Exclusion shall therefore be void and of no force or effect.
2 Plaintiff also agrees to not disparage the Settlement to Class Members or PAGA Members or
3 encourage, in any way, Class Members to submit or not to submit a Request for Exclusion. In
4 addition, neither Plaintiff nor Class Counsel will initiate any contact with Class Members or PAGA
5 Members about the amount or terms of the Settlement. The foregoing shall not preclude Class
6 Counsel from complying with any fiduciary duties owed to Class Members.

7 14.15 Publicity and Confidentiality. Plaintiff and Class Counsel agree that they will not
8 issue any press releases, initiate any contact with the press, respond to any press inquiry or have
9 any communication with the press about the amount or terms of the Settlement. Plaintiff and
10 Class Counsel may respond to inquiries by the press or otherwise by stating the matter has been
11 resolved and may refer them to court filings. In addition, Plaintiff and Class Counsel agree that
12 they will not engage in any advertising or distribute any marketing materials specifying any
13 material terms relating to the Settlement of this case, including, but not limited to, any postings on
14 any websites maintained by Class Counsel and including, but not limited to, the identity of
15 Defendant and/or any information that identifies Defendant. The Settlement Administrator shall
16 not create nor maintain any website regarding this Settlement at any time. This Paragraph shall
17 not restrict Class Counsel's ability to (1) communicate with Plaintiff regarding the Action or
18 Settlement, (2) cite to this Action as evidence supporting their competence as counsel in wage-
19 and-hour class and/or PAGA actions, (3) communicate with Class Members to the extent a Class
20 Member contacts Class Counsel, (4) discuss the monetary terms of this Settlement to accountants
21 and the appropriate taxing authorities as necessary for tax purposes, or (5) submit this Settlement,
22 and any necessary information requested by the Court, to the Court and the LWDA for purposes of
23 approval. Any communication about the Settlement to Class Members prior to the Court-
24 approved mailing will be limited to a statement that a settlement has been reached and the details
25 will be communicated in a forthcoming Court-approved notice. Plaintiff is prohibited from
26 discussing the terms or the fact of the settlement with third parties other than (1) his immediate
27 family members, (2) his accountants, (3) his lawyers, (4) to the appropriate taxing authorities as
28

1 necessary for tax purposes, (5) in response to a court order or subpoena issued by a state or federal
2 government agency.

3 14.16 Defense. To the extent permitted by law, this Settlement may be plead as a full and
4 complete defense to, and may be used as the basis for an injunction against, any action, suit, or
5 other proceeding that may be instituted, prosecuted, or attempted with respect to the Released Class
6 Claims against the Released Parties in breach of or contrary to the Settlement.

7 14.17 Final Judgment. The Parties agree that, upon final approval of the Settlement, a final
8 Judgment will be made and entered, resolving the Action in its entirety.

9 WHEREFORE, Plaintiff, on behalf of himself and the Participating Class Members,
10 PAGA Members, and LWDA, on the one hand, and Defendant, on the other, have executed this
11 Agreement as of the dates set forth below.

12
13 **AGREED AND UNDERSTOOD BY:**

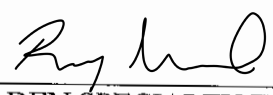
14 **Plaintiff:**

15 Executed on: 08-21-25


16 JUAN JARDON

17
18 **Defendant:**

19 Executed on: August 25, 2025


20 GOLDEN SPECIALTY FOODS, LLC

21 By: Ramy Mouawad

22 Its: President

23 **APPROVED AS TO FORM ONLY BY:**

24 **Plaintiff's Counsel:**

25 Dated: August 21, 2025

26 MOON LAW GROUP, PC

27 By: 

28 Kane Moon
Allen Feghali
Charlotte Mikat-Stevens

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Attorneys for Plaintiff

Defendant's Counsel:

Dated: September 11, 2025

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP

By: _____



Greg S. Labate
Lauren J. Blaes
Attorneys for Defendant

EXHIBIT A

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

Jardon v. Golden Specialty Foods, LLC
Los Angeles County Superior Court of California, Case No. 24STCV15717

NOTICE TO: All hourly-paid, non-exempt employee who are or were directly employed by Golden Specialty Foods, LLC and worked for Golden Specialty Foods, LLC within the State of California at any time from March 13, 2022 through **<DATE OF COURT'S SIGNATURE ON PRELIM APPROVAL ORDER>**.

A court approved this Notice. This is not an advertisement, and you are not being sued. However, your legal rights are affected whether or not you act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment from the Settlement, if finally approved. You will release all claims covered by the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	<u>You will not receive a payment from the Settlement.</u> ¹ If you exclude yourself from this Settlement, you will not be permitted to submit an objection to the Settlement.
OBJECT	You may object to this Settlement, and the Court may or may not agree with your objection. Submitting an objection will not exclude you from receiving a payment from the Settlement.

1. Why Have I Received This Notice?

The Los Angeles Superior Court of California has granted preliminary approval of a proposed Class and Representative Action Settlement ("Settlement") reached between Plaintiff Juan Jardon ("Plaintiff") and Defendant Golden Specialty Foods, LLC ("Defendant") in the lawsuit entitled *Jardon v. Golden Specialty Foods, LLC*, Case No. 24STCV15717 ("Action"), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because records indicate that you are a potential member of the Settlement Class. For purposes of the Settlement, the "Class" is comprised of all hourly-paid, non-exempt employees who are or were directly employed by Defendant and worked for Defendant within the State of California at any time during the Class Period ("Class Members"). The "Class Period" is March 13, 2022 through **<date of Court's signature on Prelim Approval Order>**.

In addition, you may also be a PAGA Member. For purposes of the Settlement, "PAGA Members" means all hourly-paid, non-exempt employees who are or were directly employed by Defendant and who worked for Defendant within the State of California at any time during the PAGA Period. The "PAGA Period" is June 23, 2023 through **<date of Court's signature on Prelim Approval Order>**.

¹ Regardless of whether you exclude yourself from the Settlement, you will still receive a portion of the settlement for release of the civil penalties claim under the California Private Attorneys General Act, if the Settlement is finally approved and if you are a PAGA Member.

This notice explains the Action, the proposed Settlement, your legal rights, what payments may be available, and how to get them.

2. *What Is the Case About?*

This Action was filed by Juan Jardon (“Plaintiff”) on June 24, 2024. Plaintiff alleges the following claims against Defendant: (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest periods, (5) failure to indemnify necessary business expenses, (6) failure to timely pay all wages when due during employment or final wages at termination, (7) failure to provide accurate itemized wage statements, (8) unfair business practices, and (9) civil penalties based on the foregoing allegations under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* (“PAGA”).

Defendant denies each and every allegation raised in the Action and believes it has treated, and continues to treat, Class Members in accordance with applicable laws at all times. The Court has not made any decision on whether the claims in the Action have any merit. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails.

Plaintiff and Defendant (the “Parties”) reached a Settlement subject to the Court’s final approval. By settling this lawsuit, Defendant does not admit, concede, or imply that it has done any wrongdoing, and Plaintiff does not concede that any of Defendant’s affirmative defenses have merit.

3. *How Much Is the Settlement For and How Much Am I Expected to Receive?*

Defendant has agreed to pay a “Gross Settlement Amount” of \$115,000.00, which includes all Individual Class Payments to Participating Class Members, all Individual PAGA Payments to PAGA Members, Plaintiff’s Class Representative Enhancement Award, Class Counsel’s Attorneys’ Fees Payment, Class Counsel Litigation Costs Payments, the Settlement Administrator’s costs of administering the Settlement, and a payment to the Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA. Defendant will separately pay its employer-side payroll taxes owed for Individual Class Payments.

Class Counsel will apply for an award of attorneys’ fees payable from the Gross Settlement Amount in the amount of up to one-third (i.e. \$38,333.33) of the Gross Settlement Amount as well as reimbursement of their actual litigation costs not to exceed \$12,000.00. Plaintiff is seeking an enhancement award from the Gross Settlement Amount in the amount of up to \$7,500.00 for his service as the Class Representative. The Parties are asking that \$12,000.00 of the Gross Settlement Amount be allocated to settle the PAGA claim, with 65% (i.e. \$7,800) to be paid to the LWDA, and the remaining 35% (i.e. \$4,200) to be distributed to PAGA Members. The portion distributed to PAGA Members shall be calculated and distributed on a pro rata basis based on the PAGA Members’ respective number of PAGA Workweeks. PAGA Workweeks refers to the week(s) during the PAGA Period in which a PAGA Member worked for Defendant. Finally, the Settlement Administrator estimates that the cost of administration will not exceed \$[REDACTED]. After all of these amounts are deducted from the Gross Settlement Amount, the remainder will be available for distribution to Participating Class Members through Individual Class Payments. “Participating Class Members” are Class Members who do not timely request exclusion from the Settlement.

Defendant’s records indicate that you worked approximately [REDACTED] **Class Workweeks** between March 13, 2022 and <date of Court’s signature on Prelim Approval Order>. Based on this information, your Individual Class Payment as a Class Member is estimated to be \$[REDACTED]. The actual amount may vary and is subject to standard wage withholdings. Twenty percent of your Individual Class Payment will be treated as wages for tax purposes, subject to all tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings, and reported on an IRS Form W-2. The

remaining eighty percent will be treated as penalties, any other non-taxable items, and interest, subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages, and reported on an IRS Form 1099.

Defendant's records indicate that you worked approximately [REDACTED] **PAGA Workweeks** between June 23, 2023 and <date of Court's signature on Prelim Approval Order>. Based on this information, your Individual PAGA Payment is estimated to be \$ [REDACTED]. (If no amount is stated, that is because Defendant's records do not show that you worked during the PAGA Period.) The actual amount may vary. Your Individual PAGA Payment will be treated one hundred percent as penalties for tax purposes and reported on an IRS Form 1099. You are responsible for paying and federal, state, or local taxes because of this payment.

If you believe the workweek information shown above is correct, you do not need to do anything. However, if you believe the workweek information shown above is not correct, you may challenge it by submitting a written dispute stating why you believe the listed Class Workweeks and/or PAGA Workweeks are not correct and provide supporting records showing the number of workweeks you believe you worked. The dispute must be sent to the Settlement Administrator (whose contact information is listed below) by mail postmarked no later than [REDACTED], 2025. Defendant's records will be presumed determinative, absent credible evidence to rebut the accuracy of the Class Workweeks and/or PAGA Workweeks credited to you. The Settlement Administrator will review the records you provide to resolve the dispute and will make a recommendation to the Parties. If the Parties disagree with the Settlement Administrator's recommendation, the dispute will be presented to the Court for determination.

The front of every check issued to you will show the date when the check expires ("Void Date"). If you do not cash your check by the Void Date, your check will be automatically canceled, and the money will either be (i) distributed to other Class Members who timely deposited their check, or (ii) deposited with the California Controller's Unclaimed Property Fund in your name.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

4. What are my Rights Regarding this Settlement?

OPTION 1: Do Nothing

If you do nothing, you will receive a check if the Court finally approves the Settlement. You will release all claims covered by the Settlement. You do not have to do anything to receive a payment.

OPTION 2: Object to the Settlement

A Participating Class Member may object to the Class portion of the Settlement. You do not have standing to object to the PAGA portion of the Settlement. Only if you wish to object to the Settlement should you submit a written objection stating why you object to the Settlement. This means that you do not want the Settlement or any term of the Settlement to be approved by the Court. All objections must be in writing and contain: (1) your full name, current address, last four digits of your Social Security number (for verification of identity purposes and for the Settlement Administrator to contact you, if necessary, to clarify your objection); (2) the case name and number (*Jardon v. Golden Specialty Foods, LLC*, Case No. 24STCV15717); (3) a clear statement that you object to the Settlement and the factual and legal basis, with supporting documents, if any, on which the objection is based; (4) your signature and the date of signature; (5) whether you are represented by an attorney and if so, provide your attorney's contact information; and (6) whether you plan to appear (or have your attorney appear on your behalf) at the Final Approval Hearing. The Settlement Administrator will not disclose your contact information or last four digits of Social Security

number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your written objection must be sent to the Settlement Administrator (whose contact information is listed below) by mail postmarked no later than [REDACTED], 2025. Your objection will be submitted to the Court (with your private information redacted) for the Court's consideration and determination whether to finally approve the Settlement.

Any Class Member who fails to timely submit a valid written objection in the manner specified above may still appear (or hire an attorney to appear on his or her behalf) and object at the Final Approval Hearing set for [REDACTED], 2026, at [REDACTED] a.m./p.m. in Department 10 of the Los Angeles County Superior Court. Be advised that the Final Approval Hearing may be continued to another date or time without further notice to you.

Participating Class Members who fail to object in the manners specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment, including the Released Class Claims defined further below.

NOTE: IF YOU OBJECT TO THE SETTLEMENT, YOU ARE STILL EXPECTED TO RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT OVER YOUR OBJECTION.

OPTION 3: Exclude Yourself from The Settlement

If you wish to be excluded from participating in the Settlement, you must submit a valid and timely Request for Exclusion to the Settlement Administrator. The Request for Exclusion must be in writing and include: (1) your full name, current address, last four digits of your Social Security number (for verification of identity purposes and for the Settlement Administrator to contact you, if necessary, to clarify your Request for Exclusion); (2) the case name and number (*Jardon v. Golden Specialty Foods, LLC*, Case No. 24STCV15717); (3) a clear statement that you wish to be excluded from the Settlement; and (4) your signature and the date of signature. The Settlement Administrator will not disclose your contact information or last four digits of Social Security number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your Request for Exclusion must be sent to the Settlement Administrator (whose contact information is listed below) by mail postmarked no later than [REDACTED], 2025. Late Requests for Exclusion will not be considered. Your Request for Exclusion will be submitted to the Court (with your private information redacted).

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be a Participating Class Member, will not receive any Individual Class Payment, and you will not be eligible to object to the terms of the Settlement. However, even if you submit a timely and valid Request for Exclusion, if you are also a PAGA Member, you will still receive an Individual PAGA Payment (if the Settlement is finally approved) and be bound by the Released PAGA Claims (as defined below). You cannot opt out of the PAGA portion of the proposed Settlement.

5. <i>When Is The Final Approval Hearing?</i>

The Court will hold a Final Approval Hearing concerning the Settlement on [REDACTED], 2026, at [REDACTED] a.m./p.m. in Department 10 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N Spring St, Los Angeles, California 90012.

The Final Approval Hearing may be continued to another date without further notice to you. You do not need to appear at the hearing unless you wish to object to the Settlement. If you plan to appear (or hire an attorney to appear on your behalf), you should contact the court clerk for Department 10 at (213) 310-7010 for instructions on how to remotely appear or verify the hearing date and time.

6. *Can I Be Retaliated Against for Participating in the Settlement?*

The law prohibits Defendant from retaliating against employees for exercising their rights under the law. Therefore, Defendant cannot and will not fire you, demote you, harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate, or not participate, in the Settlement, in whole or in part.

7. *What Is Being Released as Part of the Settlement?*

Released Class Claims by Participating Class Members: As of the Effective Date, and upon Defendant's full funding of the Gross Settlement Amount, Participating Class Members and Plaintiff, on behalf of themselves and their respective past, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, and each and all of them, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from all claims, debts, liabilities, demands, actions, or causes of action under state, federal or local law, whether statutory, common law or administrative, that were asserted in the Action and/or LWDA Notice, or that reasonably could have been asserted based on the facts and/or claims alleged in the Action and/or LWDA Notice, including, but not limited to state and/or federal wage and hour claims for failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation; the calculation of the regular rate of pay; failure to provide meal periods; failure to authorize and permit periods; failure to pay proper meal and rest period penalties; failure to pay overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and reporting time pay at the regular rate of pay; failure to pay for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to timely pay all accrued vacation wages; failure to maintain accurate records, including payroll records and records of hours worked and meal periods; unfair business practices; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting-time penalties; interest; attorneys' fees and costs; and including and not limited to, all claims arising under the California Labor Code (including but not limited to Sections 200-204, 206, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802); the applicable Wage Orders of the California Industrial Welfare Commission, including but not limited to, pursuant to title 8 California Code of Regulations sections 11010 and 11040; California Business and Professions Code sections 17200, *et seq.*; California Code of Civil Procedure, including but not limited to section 1021.5; and the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* This release excludes any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, any claims based on occurrences outside of the Class Period, and the release of claims not permitted by law.

Released PAGA Claims by PAGA Members: As of the Effective Date, and upon Defendant's full funding of the Gross Settlement Amount, PAGA Members, Plaintiff, and the State of California with respect to all PAGA Members, on behalf of themselves and their respective past, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, and each and all of them, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from all claims, actions, and causes of action for civil penalties, attorneys' fees, costs, or interest arising under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.*,

that were alleged or that reasonably could have been alleged in the Action and/or the LWDA Notice based on the factual allegations and legal theories contained in the Action and/or the LWDA Notice. The release above covers the claims pled or that reasonably could have been pled, including but not limited to all claims for penalties recoverable under PAGA concerning failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation; the calculation of the regular rate of pay; failure to provide meal periods; failure to authorize and permit periods; failure to pay proper meal and rest period penalties; failure to pay overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and reporting time pay at the regular rate of pay; failure to pay for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to timely pay all accrued vacation wages; failure to maintain accurate records, including payroll records and records of hours worked and meal periods; unfair business practices; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting-time penalties; interest; attorneys' fees and costs; and including and not limited to, all claims arising under the California Labor Code (including but not limited to Sections 200-204, 206, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, et seq., and 2698 et seq.); the applicable Wage Orders of the California Industrial Welfare Commission, including but not limited to, pursuant to title 8 California Code of Regulations sections 11010 and 11040; California Private Attorneys General Act of 2004; California Code of Civil Procedure, including but not limited to section 1021.5. The release excludes any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or any claims based on occurrences outside of the PAGA Period, and the release of claims not permitted by law.

Released Parties: The "Released Parties" means Golden Specialty Foods, LLC, and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them.

Effective Date: The "Effective Date" of the Settlement will be the day of service of notice of entry of the Final Approval Order and Judgment, so long as there is no appeal, review, or writ sought from the Final Approval Order and Judgment. In the event that an appeal, review, or writ is sought from the Final Approval Order and Judgment, the Effective Date shall be the date after the Final Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order and Judgment is no longer subject to further judicial review. Prior to the Effective Date, Defendant will not be required to fund the Settlement, in whole or in part, through the Settlement Administrator or any third party.

8. *What If I Lose My Settlement Check or Tax Forms?*

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date that is stated on the face of the original check. If your check is already void, you should contact the Settlement Administrator or consult the California Controller's Unclaimed Property Fund at ucpi.sco.ca.gov for instructions on how to retrieve the funds, if it is possible to retrieve the funds. The Settlement Administrator will also replace any tax forms that you have lost.

9. *How Can I Get More Information?*

This Notice contains a summary of the basic terms of the Settlement. For more precise terms, you may review a copy of the Settlement Agreement as well as the pleadings and other records in this litigation at the Court Clerk's office, located at 312 N. Spring Street, Los Angeles, CA 90012, during regular business hours.

You may also access the case file online through the Court's website at: <https://www.lacourt.org/casesummary/ui/casesummary.aspx?casetype=civil>. Because of the Los Angeles Superior Court's COVID-19 pandemic procedures, in order to view documents filed in the lawsuit, you may be required to make an appointment with the Court to view documents.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the following contact information:

[Settlement Administrator Name]

[ADDRESS]

[PHONE NUMBER]

You may also contact the attorneys representing the Parties at the following contact information:

Attorneys for Plaintiff

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Allen Feghali
Charlotte Mikat-Stevens
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725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
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Phone: (714) 513-5100
Fax: (714) 513-5130

DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.