

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
 Eugene Zinovyev (SBN 267245)
Eugene.zinovyev@wilshirelawfirm.com
 John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
 Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
 Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
 Gabriella Solé (SBN 346164)
gabriella.sole@wilshirelawfirm.com
 WILSHIRE LAW FIRM
 660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

Attorneys for Plaintiff MANUEL LAZTRA, individually,
 and on behalf of all others similarly situated

JEFFREY S. BOSLEY (State Bar No. 167629)
jeffbosley@dwt.com
 JAIME D. WALTER (State Bar No. 281066)
jaimewalter@dwt.com
 TIFFANIE DE LA RIVA (State Bar No. 309092)
tiffaniedelariva@dwt.com
 DAVIS WRIGHT TREMAINE LLP
 50 California Street, 23rd Floor
 San Francisco, California 94111-4701
 Telephone: (415) 276-6500
 Facsimile: (415) 276-6599

Attorneys for Defendant
 MILLER MILLING COMPANY, LLC

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

MANUEL LAZTRA, individually, and on behalf
 of all others similarly situated,

Plaintiff,

v.

MILLER MILLING COMPANY, LLC, a
 Minnesota limited liability company; and DOES 1
 through 10, inclusive,

Defendant.

Case No. 24CV448349

(Assigned for All Purposes to the Hon.
 Theodore C. Zayner, Department 19)

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

Complaint Filed: September 30, 2024
 FAC filed: January 13, 2025

1 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,”
2 “Settlement Agreement,” or “Stipulation”) is made and entered into by and between plaintiff
3 MANUEL LAZTRA (“Plaintiff”), as an individual and on behalf of all others similarly situated,
4 and defendant MILLER MILLING COMPANY, LLC (“Defendant”). Plaintiff and Defendant are
5 collectively the “Parties.”

6 DEFINITIONS

7 The following definitions apply to this Settlement Agreement, as do definitions elsewhere
8 in this Settlement Agreement:

9 1. “Action” means the action entitled *Manuel Laztra v. Miller Milling Company, LLC*,
10 Santa Clara County Superior Court Case No. 24CV448349.

11 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
12 approved by the Court for Plaintiff’s Counsel’s litigation and resolution of the Action, and all costs
13 incurred and to be incurred by Plaintiff’s Counsel in the Action, including, but not limited to, costs
14 associated with documenting the Settlement, providing any notices required as part of the
15 Settlement or Court order, securing the Court’s approval of the Settlement, administering the
16 Settlement, obtaining entry of the Judgment in the Action, and expenses for any experts and/or
17 consultants. Attorneys’ Fees and Costs shall be paid to Plaintiff’s Counsel, the Wilshire Law Firm.
18 The Parties have agreed to, and Defendant will not oppose, an application to the Court for attorneys’
19 fees in the amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., One Hundred Fifty-
20 Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$158,333.33)) unless
21 the Gross Settlement Amount increases pursuant to Paragraph 48 (Escalation Clause), and costs of
22 up to Twenty Five Thousand Dollars (\$25,000) to Plaintiff’s Counsel. To the extent the Court
23 approves attorneys’ fees or costs of less than these amounts, there shall be no right to rescind the
24 Settlement.

25 3. “Class List and Data” means a complete list of all Class Members and PAGA Group
26 Members that Defendant will provide to the Settlement Administrator in an electronic database
27 within twenty-five (25) days after Preliminary Approval of this Settlement. The Class List and Data
28 shall contain the Class Members’ and PAGA Group Members’ names, last known mailing address

1 and Social Security Numbers, as well as the number of Class Workweeks and PAGA Workweeks
2 each Class Member and PAGA Group Member was employed as a nonexempt employee in
3 California during the Class Period and PAGA Period.

4 4. “Class Member(s),” “Settlement Class,” or “Settlement Class Member(s)” means all
5 current and former employees who worked for Defendant as nonexempt employees in California at
6 any time during the Class Period.

7 5. “Class Member Payments” means each Class Member’s share of the Net Settlement
8 Amount, to be distributed to the Class Members who do not submit a valid Request for Exclusion.

9 6. “Class and PAGA Representative Enhancement Payment” means the amount to be
10 paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class
11 Members and PAGA Group Members, as well as the state of California, and for his general release
12 of claims. The Class and PAGA Representative Enhancement Payment is separate and apart from
13 any money Plaintiff is entitled to as a Class Member and PAGA Group Member. Defendant will
14 not oppose Plaintiff’s application to the Court for a Class and PAGA Representative Enhancement
15 Payment of up to Ten Thousand Dollars (\$10,000).

16 7. “Class Period” means the period from September 30, 2020, through the date of
17 Preliminary Approval.

18 8. “Class Workweek(s)” means any seven consecutive days, starting with the same
19 calendar day each week, during which a Class Member was employed by Defendant for at least one
20 day as a nonexempt employee in California during the Class Period. “Workweek(s)” is a fixed and
21 regularly recurring period of 168 hours (seven consecutive 24-hour periods).

22 9. “Court” means the Superior Court of the State of California for the County of Santa
23 Clara.

24 10. “Defendant’s Counsel” means Davis Wright Tremaine LLP.

25 11. The “Effective Date” means the date on which the Court grants Final Approval and
26 enters Judgment if no objections are made to the settlement. In the event there are objections, the
27 Effective Date will be the later of the following events: thirty (30) days after the period for filing
28 any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval order and

Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval order and Judgment has been filed, thirty (30) days after any appeal, writ, or other appellate proceedings opposing the Court's Final Approval order and Judgment has finally and conclusively been dismissed with no right to pursue further remedies or relief. If the Court does not grant final approval of the settlement or if the Court's final approval of the settlement is reversed, then this settlement will become null and void and this action shall be restored to the status quo ante as of the date of the Parties' MOU.

12. "Final Approval" means the Court's order granting final approval of the Settlement Agreement.

13. "Gross Settlement Amount" means the settlement amount of Four Hundred Seventy-Five Thousand Dollars (\$475,000) to be paid by Defendant in full satisfaction of all released claims, including Released Class Claims, Released PAGA Claims, and Plaintiff's Released Claims, arising from the Action, and includes all Class Member Payments to Participating Class Members, Attorneys' Fees and Costs to Plaintiff's Counsel, the Class and PAGA Representative Enhancement Payment to Plaintiff, the PAGA Settlement Amount to the Labor and Workforce Development Agency and the PAGA Group Members, and Settlement Administration Costs to the Settlement Administrator. Defendant will separately pay any applicable payroll taxes on the wage component of the settlement awards in addition to the Gross Settlement Amount. Defendant will not be liable for more than the Gross Settlement Amount except as otherwise expressly set forth in this Settlement Agreement.

14. "Individual Settlement Payments" means both the Class Member Payment and PAGA Group Member Payment.

15. "Judgment" means the order and judgment to be entered by the Court upon granting Final Approval of the Settlement.

16. "MOU" means the short form settlement agreement reflected in the Confidential Memorandum of Understanding executed by the Parties on or about September 10, 2025, and September 11, 2025.

17. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining after deducting the approved Class and PAGA Representative Enhancement Payment, Settlement Administration Costs, the PAGA Settlement Amount, and Plaintiff’s Attorneys’ Fees and Costs. The entire Net Settlement Amount will be distributed to Participating Class Members without the need to submit claim forms.

18. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s first and last name, signature, address, and telephone number; (b) a written statement of all grounds for the objection; and (c) copies of any papers, briefs, or other documents upon which the objection is based. Any Class Member who does not submit a valid written objection to the Settlement, or who fails to otherwise comply with the requirements of Paragraph 45, will be foreclosed from objecting to the Settlement and/or seeking any adjudication or review of the Settlement, by appeal or otherwise.

19. “Notice Packet” means the Notice of Class Action and Representative Action Settlement, substantially in the form attached as Exhibit A.

20. “PAGA Group Member(s)” or “PAGA Group” means all current and former employees who worked for Defendant as nonexempt employees in California at any time during the PAGA Period.

21. “PAGA Group Member Payment” means each PAGA Group Member’s share of the PAGA Fund.

22. “PAGA Period” means the period from November 8, 2023, through the date of Preliminary Approval.

23. “PAGA Settlement Amount” means the amount the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) and PAGA Group Members in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., “PAGA”). The Parties have agreed that Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement Amount. Pursuant to PAGA, sixty-five percent (65%), i.e., Thirteen Thousand Dollars (\$13,000) of the PAGA Settlement Amount,

1 will be paid to the LWDA (the “Labor and Workforce Development Agency Payment”), and the
2 remaining thirty-five percent (35%), i.e., Seven Thousand Dollars (\$7,000) (“PAGA Fund”) of the
3 PAGA Settlement Amount, will be distributed to the PAGA Group Members without the need to
4 submit claim forms.

5 24. “PAGA Workweeks” means any seven consecutive days, starting with the same
6 calendar day each week, during which a Class Member was employed by Defendant for at least one
7 day as a nonexempt employee in California during the PAGA Period.

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

10 26. “Plaintiff’s Counsel” means the Wilshire Law Firm.

11 27. “Preliminary Approval” means the Court’s order granting preliminary approval of
12 the Settlement Agreement.

13 28. “Released Class Claims” means the claims released by Participating Class Members,
14 and include all claims, rights, demands, liabilities, and causes of action, whether known or
15 unknown, suspected or unsuspected, that were pleaded in the original or amended complaints or
16 Plaintiff’s original or amended LWDA letter, or based on the factual allegations contained in the
17 original or amended complaints or Plaintiff’s original or amended LWDA letter, or that could have
18 been alleged based on the same set of operative facts as those pleaded in the original or amended
19 complaints or Plaintiff’s original or amended LWDA letter, during the Class Period. The Released
20 Class Claims include, but are not limited to, claims for any alleged failure to timely, fully, properly,
21 or completely pay any minimum wages, regular wages, overtime premium wages, meal or rest
22 period premiums, sick time wages, or other wages owed to the Settlement Class; any and all alleged
23 failure to comply with meal or rest period requirements; any alleged failure to provide proper,
24 accurate, timely, adequately descriptive, or complete wage statements; any and all alleged failure
25 to fully or properly reimburse or indemnify for any and all employment-related expenses; any and
26 all alleged failure to timely pay all wages, or compensation owed to a fired, quitting, or otherwise
27 departing employee; any and all alleged unfair business practices; any and all alleged failure to pay
28 employees in compliance with Labor Code section 204; any and all alleged failure to produce

1 requested employment records; and any and all alleged failure to pay any interest or penalties owed
2 as a result of any and all of the foregoing. Plaintiff and all other Settlement Class Members will
3 release the Released Parties from all remedies that could be claimed in connection with the Released
4 Class Claims including but not limited to, statutory, constitutional, contractual damages, unpaid
5 costs, penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, and
6 equitable relief. The Released Class Claims excludes all other claims, including claims for
7 wrongful termination, unemployment insurance, disability, and workers' compensation.

8 29. "Released PAGA Claims" means the claims released by PAGA Group Members for
9 any PAGA civil penalties and includes all claims, rights, demands, liabilities, and causes of action
10 for PAGA civil penalties, whether known or unknown, suspected or unsuspected, that were pleaded
11 in the original or amended complaints or Plaintiff's original or amended LWDA letter, or based on
12 the factual allegations contained in the original or amended complaints or Plaintiff's original or
13 amended LWDA letter, or that could have been alleged based on the same set of operative facts as
14 those pleaded in the original or amended complaints or Plaintiff's LWDA letter arising during the
15 PAGA Period. The Released PAGA Claims do not release any non-PAGA right of action and/or
16 wage and hour claim(s) held by individual aggrieved employees but do release any claims, rights,
17 demands, liabilities, statutory penalties, and claims for attorneys' fees and/or costs arising from or
18 related to the PAGA claims. PAGA Group Members cannot request exclusion from the PAGA
19 Settlement.

20 30. "Released Parties" means Defendant Miller Milling, LLC and each of its former and
21 present predecessors, successors, assigns, subsidiaries, affiliates, parents, agents, joint employers,
22 employees, members, investors, partners (limited and general), holding companies and investment
23 partnerships, owners, directors, officers, managing agents, attorneys, trustees, insurers,
24 representatives, and shareholders, as well as any other person or entity that could be jointly and/or
25 severally liable with any of the aforementioned Released Parties.

26 31. "Request for Exclusion" means a letter timely submitted by a Class Member
27 indicating a request to be excluded from the class portion of the Settlement. The Request for
28 Exclusion shall: (a) be signed by the Class Member requesting exclusion; (b) contain the first and

1 last name of the Class Member requesting exclusion; (c) clearly state the Class Member requests
2 exclusion from the class; (d) be returned by mail to the Settlement Administrator at the specified
3 address; and (e) be postmarked on or before the Response Deadline. The date of the postmark on
4 the return mailing envelope will be the exclusive means by which to determine whether a Request
5 for Exclusion has been timely submitted. A Class Member who does not timely request exclusion
6 from the Settlement will be deemed a Participating Class Member and will be bound by all terms
7 of the Settlement Agreement if the Settlement is granted Final Approval by the Court. PAGA Group
8 Members cannot request exclusion from the PAGA portion of the Settlement.

9 32. "Response Deadline" means the deadline by which Class Members must postmark
10 to the Settlement Administrator valid Requests for Exclusion, or postmark Notices of Objection to
11 the Settlement Administrator. The Response Deadline will be sixty (60) days from the initial
12 mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth day falls on a
13 Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day
14 on which the U.S. Postal Service is open. The Response Deadline may be extended by express
15 agreement between Plaintiff's Counsel and Defendant's Counsel. Except as expressly set forth in
16 this Settlement Agreement, the Settlement Administrator will not have the authority to unilaterally
17 extend the deadline for Class Members to submit a Request for Exclusion or objection to the
18 settlement.

19 33. "Second Amended Complaint" means the complaint filed by Plaintiff pursuant to
20 Paragraph 37.a.

21 34. "Settlement Administrator" means Apex Class Action Administration. The
22 Settlement Administrator's duties will include, but are not limited to, reporting payments of the
23 Class Members and PAGA Group Members to all required taxing and other authorities, taking
24 appropriate withholding from the Class Member Payments, issuing IRS Forms W-2 and 1099 for
25 Class Member Payments, and issuing IRS Form 1099 for PAGA Group Member Payments. The
26 Settlement Administrator will also pay all employer payroll taxes that will be separately funded by
27 Defendant and will not come from the Gross Settlement Amount. It is also understood and agreed
28 that the Settlement Administrator will establish a Qualified Settlement Fund ("QSF") pursuant to

Section 468B(g) of the Internal Revenue Code for the purpose of administering the Settlement.

35. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, mailing reminder postcards, calculating estimated amounts per Class Member and PAGA Group Member, tax reporting, distributing the Gross Settlement Amount, Attorneys' Fees and Costs, enhancement payment, and providing necessary reports and declarations, and other duties and responsibilities set forth in this Settlement Agreement in order to process this Settlement, and as requested by the Parties or Court. All of the costs, fees, and expenses incurred by the Settlement Administrator in performing these functions shall be paid and deducted from the Gross Settlement Amount. Based on the estimate obtained by Plaintiff's Counsel, the Settlement Administration Costs are not expected to exceed Seven Thousand One Hundred Ninety Dollars and Zero Cents (\$7,190.00). To the extent that actual Settlement Administration Costs exceed \$7,190.00, such excess amount will be deducted from the Gross Settlement Amount.

TERMS OF AGREEMENT

Defendant and Plaintiff, on behalf of himself, the Settlement Class, and the PAGA Group, agree as follows:

36. **Monetary Terms of Settlement:**

a. **Gross Settlement Amount:** The Gross Settlement Amount is Four Hundred Seventy-Five Thousand Dollars (\$475,000.00) subject to the terms and conditions in this Settlement Agreement. The Gross Settlement Amount includes all: (i) payments to Participating Class Members; (ii) Plaintiff's Attorneys' Fees and Costs; (iii) Settlement Administration Costs; (iv) the PAGA Settlement Amount, which includes payments to the LWDA and the PAGA Group Members; and (v) the Class and PAGA Representative Enhancement Payment. Defendant shall be separately responsible for any employer-side payroll taxes, such as the employer FICA (Social Security and Medicare) and unemployment insurance (FUTA and SUTA/SUI), which shall not be paid from the Gross Settlement Amount. Except as to separate payroll taxes due on the wage portion of the Gross Settlement Amount and subject to Paragraph 48, Defendant will not be obligated to

1 pay more than the Gross Settlement Amount. Each Participating Class Member will be responsible
2 for paying their share of taxes due on their portion of the Gross Settlement Amount. Each PAGA
3 Group Member shall be responsible for paying their share of taxes due on their portion of the PAGA
4 Fund.

5 **b. Division of Settlement Amounts:**

6 **i. Type of Settlement:** This Settlement is non-reversionary. Defendant
7 maintains no reversionary right to any portion of the Gross Settlement Amount. This Settlement
8 does not require Class Members or PAGA Group Members to submit a claim form to participate in
9 the Settlement.

10 **ii. Calculation of Class Member Payment Amounts:** Each Class
11 Member's estimated share of the Net Settlement Amount will be based upon each Class Member's
12 total Class Workweeks. The Settlement Administrator will allocate the Class Member Payments to
13 the Participating Class Members proportionate to each Participating Class Member's total Class
14 Workweeks. Participating Class Members are collectively entitled to one hundred percent (100%)
15 of the Net Settlement Amount. If there are any valid Requests for Exclusion, the Settlement
16 Administrator will proportionately increase the Class Member Payments for each Participating
17 Class Member so the amount actually distributed to Participating Class Members equals 100% of
18 the Net Settlement Amount.

19 **iii. Calculation of PAGA Group Member Payment Amounts:** Each
20 PAGA Group Member's estimated share of the PAGA Fund will be based upon each PAGA Group
21 Member's total PAGA Workweeks. The Settlement Administrator will allocate the PAGA Group
22 Member Payments to the PAGA Group Members proportionate to each PAGA Group Member's
23 total PAGA Workweeks. PAGA Group Members are entitled to the entire PAGA Fund.

24 **iv. Funding of Gross Settlement Amount:** Defendant will make a one-
25 time deposit of the Gross Settlement Amount into a QSF (to be established by the Settlement
26 Administrator) within thirty (30) days of the Effective Date. Defendant will pay the employer's
27 share of payroll taxes separately and in addition to the Gross Settlement Amount. Settlement funds
28 will not be disbursed until after the Effective Date.

v. **Tax Allocation:** All Individual Settlement Payments will be allocated as follows: 33% to settlement of wage claims and 67% to settlement of claims for interest and penalties. The portion allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2 and the portion allocated to interest and penalties will be reported by the Settlement Administrator on an IRS Form 1099. If Class Members opt out of the Settlement, they will still be entitled to their share of the PAGA Fund, in which case the entire award will be treated as a settlement of PAGA civil penalties under PAGA and therefore reported on an IRS Form 1099.

vi. **Cashing of Checks and Unclaimed Funds:** Participating Class Members and PAGA Group Members will have one hundred and eighty (180) days after the initial date of mailing of their Individual Settlement Payment to cash their check(s) and will be advised of the deadline.

vii. Any failure of a Participating Class Member and/or PAGA Group Member to deposit a check will not affect the enforceability of the release of claims as stated in this Settlement Agreement, as the Parties jointly agree valid consideration for same is the offer of monetary consideration by means of the offer of settlement and mailing of settlement checks.

viii. Proceeds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining uncashed for more than one hundred and eighty (180) days after issuance shall be voided by the Parties' selected Settlement Administrator, and the Settlement Administrator shall transmit the funds represented by such checks to the California State Controller Unclaimed Property fund pursuant to governing law to be held there for the benefit of the Class Members under California's escheatment laws, and Class Members shall nevertheless be bound by the Parties' settlement agreement and the Court's Final Approval order and Judgment. The Parties agree this disposition results in no "unpaid residue" under California Civil Procedure Code section 384(b).

c. **Attorneys' Fees and Costs:**

i. **Attorneys' Fees:** The Parties agree Plaintiff's Counsel may seek, and Defendant will not oppose, up to one-third (i.e., 1/3) of the Gross Settlement Amount as attorneys' fees, i.e., One Hundred Fifty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-

Three Cents (\$158,333.33) (unless the Gross Settlement Amount increases pursuant to Paragraph 48).

ii. **Costs:** The Parties agree Plaintiff's Counsel may seek, and Defendant will not oppose, up to Twenty Five Thousand Dollars (\$25,000) as reasonable out-of-pocket costs and expenses subject to reasonable proof if required by the Court.

iii. Plaintiff's Counsel will not seek attorneys' fees in excess of one-third of the Gross Settlement Amount or the agreed-upon costs except as provided in Paragraph 48.

iv. Plaintiff's Counsel assumes full responsibility and liability for any taxes owed on the Attorneys' Fees and Costs and holds the Released Parties harmless, and indemnifies the Released Parties, from any dispute or controversy regarding the payment of Attorneys' Fees or Costs.

v. Except as expressly provided herein, Defendant and Plaintiff shall each bear their own attorneys' fees and costs.

d. **Class and PAGA Representative Enhancement Payment:** The Parties agree Defendant will not oppose Plaintiff's application to the Court for the Class and PAGA Representative Enhancement Payment, in addition to the Plaintiff's Individual Settlement Payments, in the amount of up to Ten Thousand Dollars (\$10,000), to be paid out of the Gross Settlement Amount. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class and PAGA Representative Enhancement Payment.

37. **Non-Monetary Terms of Settlement:**

a. **Filing of a Second Amended Complaint:** The Parties agree Plaintiff will amend his complaint to include all claims that are part of this Settlement and all factual allegations discussed during the mediation and released in this Settlement Agreement to the extent those factual allegations are not already included in the First Amended Complaint in the Action. These allegations include, but are not limited to, PAGA and class claims arising from the regular rate of pay allegedly not being calculated correctly, and the alleged use of—and non-reimbursement for—personal cell phones. The Second Amended Complaint will include all claims alleged in Plaintiff's original and amended LWDA letter and original complaint and First Amended Complaint. The

1 Parties will stipulate to the filing of the Second Amended Complaint solely for purposes of
2 settlement; however, if the Court requires Plaintiff to file a motion for leave to file a Second
3 Amended Complaint, Defendant will not oppose the motion. In the event the Court does not approve
4 the Settlement for any reason, the Second Amended Complaint will be null and void (but without
5 prejudice to Plaintiff seeking leave to amend his complaint) and the Action will be restored to its
6 status quo ante as of the date of the Parties' MOU, and the Parties will cooperate to the fullest extent
7 possible to restore the Action to its status quo ante. By stipulating to the filing of the Second
8 Amended Complaint for the purpose of Settlement, Defendant is in no way agreeing an amendment
9 would be appropriate outside the context of this Settlement. Plaintiff does not agree the matter is or
10 would be removable to federal court or federal jurisdiction is proper. Notwithstanding the
11 amendments, Defendant agrees the Second Amended Complaint does not confer jurisdiction to any
12 federal court, and therefore agrees not to remove the Action to federal court; if, however, the
13 Settlement is not approved for any reason and the action is restored to its status quo ante,
14 Defendant's right to remove the action to federal court shall remain fully intact, and Plaintiff agrees
15 that he will not oppose such removal on the basis that Defendant waived its right. Plaintiff will draft
16 the stipulation to amend the complaint for Defendant's review and approval.

17 b. **Amended Notice to the LWDA:** Plaintiff agrees to submit an amended
18 notice to the LWDA to include all factual allegations discussed during the mediation and released
19 in the MOU and this Settlement Agreement to the extent those factual allegations are not already
20 included in Plaintiff's November 8, 2024 LWDA letter, including, but not limited to, Plaintiff's
21 allegations regarding sick time not being paid at the proper rate. Plaintiff will provide a copy of the
22 draft amended notice to Defendant's counsel for review and approval.

23 38. **No Credit Toward Benefit Plans:** The Individual Settlement Payments made to
24 Participating Class Members and PAGA Group Members under this Settlement, as well as any other
25 payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits
26 under any benefit plans to which any Class Members or PAGA Group Members may be eligible,
27 including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
28 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'

1 intention that this Settlement Agreement will not affect any rights, contributions, or amounts to
2 which any Class Members or PAGA Group Members may be entitled under any benefit plans.

3 39. **Notice to the LWDA:** Plaintiff's Counsel will provide a copy of the Court's
4 Judgment or order to the LWDA pursuant to Labor Code section 2699(l)(3). A copy of the
5 Settlement Agreement and Second Amended Complaint will be timely served by Plaintiff on the
6 LWDA.

7 40. **Settlement Administration Process:**

8 a. **Appointment of Settlement Administrator:** Subject to the Court's
9 approval, Plaintiff has selected, and Defendant approves Apex Class Action Administration to serve
10 as the Settlement Administrator. The costs of settlement administration will be paid out of the Gross
11 Settlement Amount prior to distribution to the Participating Class Members and PAGA Group
12 Members. The Parties agree to cooperate in the administration of the settlement and make
13 reasonable efforts to control and minimize the costs and expenses incurred in the administration of
14 the Settlement. Any funds allocated but not paid to the Settlement Administrator are to be
15 distributed to the Participating Class Members by the Settlement Administrator on a pro rata basis.

16 b. **Delivery of Class List and Data:** Within twenty-five days of Preliminary
17 Approval of Settlement by the Court, Defendant shall deliver to the Settlement Administrator the
18 Class List and Data. This information will remain confidential, and will not be shared with Plaintiff
19 or his counsel except as set forth in Paragraph 40.c. This provision will not preclude the Settlement
20 Administrator from sharing information relating to specific Class Members if the need arises with
21 respect to any objections, disputes, opt-outs, or similar issues by specific Class Members, or a Class
22 Member's request to speak with Plaintiff's Counsel during the settlement approval process;
23 provided, however, that Plaintiff's Counsel will not have access to the contact information or Social
24 Security Numbers for any Class Members unless agreed to in writing by Defendant's Counsel or
25 such Class Members voluntarily agree to provide such information to Plaintiff's Counsel.

26 c. Upon receipt of the Class List and Data by the Settlement Administrator, the
27 Settlement Administrator will provide to Plaintiff's Counsel, without revealing any confidential
28 information such as names, Social Security Numbers, contact information, etc., the number of

1 unique Class Members along with the total number of Class Workweeks worked. To the extent it
2 has not already done so, the Settlement Administrator will also concurrently provide a Notice Packet
3 template for review by Plaintiff's Counsel and Defendant's Counsel. The template will not contain
4 any Class Member names or data specific to any Class Members.

5 d. **Delivery of the Notice Packet:** The Settlement Administrator will prepare a
6 Notice Packet for each Class Member and PAGA Group Member and deliver it by First Class U.S.
7 Mail to each Class Member and PAGA Group Member within twenty (20) days of the receipt of
8 the Class List and Data. Prior to mailing, the Settlement Administrator will perform a search based
9 on the National Change of Address Database for information to update and correct for any known
10 or identifiable address changes. Class Members will have until the Response Deadline to opt out.
11 PAGA Group Members cannot opt out. Any Class Notices returned to the Settlement Administrator
12 as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class
13 U.S. Mail to the forwarding address affixed and the Settlement Administrator will indicate the date
14 of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement
15 Administrator will promptly attempt to determine the correct address using a skip-trace, or other
16 search using the name, address, and/or Social Security Number of the Class Member involved, and
17 will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice,
18 whether by skip-trace or by request, will have either (a) an additional fifteen (15) days or (b) until
19 the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the
20 Settlement.

21 41. **Issuance of Payment:** Attorneys' Fees and Costs, the Labor and Workforce
22 Development Agency Payment, the Class and PAGA Representative Enhancement Payment, and
23 Individual Settlement Payments will be distributed by the Settlement Administrator within forty-
24 five (45) days after the Effective Date.

25 42. **Tax Forms:** The Settlement Administrator (and not Defendant) will be responsible
26 for issuing to Plaintiff, Participating Class Members, PAGA Group Members, and Plaintiff's
27 Counsel any W-2, IRS Form 1099, or other tax forms as may be required by law for all amounts
28 paid pursuant to this Settlement. The Settlement Administrator will also be responsible for

1 forwarding all payroll taxes and penalties to the appropriate government authorities.

2 **43. Request for Exclusion Procedures:** Any Class Member wishing to opt-out from
3 the Settlement shall sign and postmark a written Request for Exclusion to the Settlement
4 Administrator within the Response Deadline. The date of the postmark on the return mailing
5 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
6 submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who shall
7 certify to, and notify, Plaintiff's Counsel and Defendant's Counsel of the Requests for Exclusion
8 that were timely submitted. Plaintiff will not request exclusion from the Settlement. At no time will
9 any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to opt out
10 of the Settlement.

11 **44. Defective Submissions:** If a Class Member's Request for Exclusion is defective as
12 to the requirements listed in this Settlement Agreement, that Class Member will be given an
13 opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure
14 letter within three (3) business days of receiving the defective submission to advise the Class
15 Member that their submission is defective and the defect must be cured to render the Request for
16 Exclusion valid. The Class Member will have until the later of (a) the Response Deadline, or (b)
17 fifteen (15) days from the date of the cure letter, whichever date is later, to postmark a valid Request
18 for Exclusion. If a Class Member fails to correct the identified deficiencies after receiving a cure
19 letter, the Settlement Administrator will have no further obligation to give notice of a need to cure.
20 If the revised Request for Exclusion is not postmarked within that period, it shall be deemed
21 untimely.

22 **45. Objection Procedures:** To object to the Settlement, a Class Member may either
23 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
24 Deadline, or appear in person at the final approval hearing. Class Members who fail to object either
25 by submitting a valid Notice of Objection or appearing in person at the final approval hearing will
26 be deemed to have waived all objections to the Settlement and will be foreclosed from making any
27 objections, whether by appeal or otherwise, to the Settlement. At no time will any of the Parties or
28 their counsel seek to solicit or otherwise encourage Class Members to submit written or oral

1 objections to the Settlement or appeal from the Final Approval order and Judgment. Plaintiff's
2 Counsel will not represent any Class Members with respect to any such objections to this
3 Settlement. If a Class Member submits both a Request for Exclusion and a Notice of Objection, the
4 Settlement Administrator will attempt to contact the Class Member and determine whether the Class
5 Member would like to withdraw either the Request for Exclusion or the Notice of Objection. If the
6 Class Member does not withdraw the Request for Exclusion, or if the Settlement Administrator is
7 unable to make contact with a Class Member who submits both a Request for Exclusion and a
8 Notice of Objection, the Request for Exclusion will be valid and it will be presumed that the Class
9 Member does not wish to participate in the class portion of the Settlement.

10 **46. Certification Reports Regarding Class Member Exclusions, Payments, and**
11 **Payment Calculations:** The Settlement Administrator will provide Defendant's Counsel and
12 Plaintiff's Counsel a weekly report which certifies: (a) the number of Class Members who have
13 submitted valid Requests for Exclusion; (b) whether any Class Member has submitted a Notice of
14 Objection; and (c) whether any Class Member has submitted a challenge to any information
15 contained in their Notice Packet. Additionally, the Settlement Administrator shall provide to
16 counsel for both Parties any updated reports regarding the administration of the Settlement
17 Agreement as needed or requested. Within ten (10) days after the Administrator disburses all funds
18 in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense
19 Counsel with a final report detailing its disbursements by employee identification number only of
20 all payments made under this Agreement.

21 **47. Certification of Completion:** At least fifteen (15) days before any deadline set by
22 the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
23 signed declaration suitable for filing in Court attesting to its disbursement of all payments required
24 under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in
25 Court.

26 **48. Escalation Clause:** The Gross Settlement Amount was calculated based on the
27 approximately 23,467 reported Class Workweeks. If the Class List and Data provided by Defendant
28 to the Settlement Administrator reflects more than a 10% increase in the number of Class

Workweeks from the data that has been reported, then at Defendant's option, Defendant may either (a) increase the Gross Settlement Amount by 1% for every 1% increase in Class Workweeks over the 10% threshold or (b) set the Class Period and PAGA Period end dates to the date when the threshold number of Class Workweeks (i.e., 25,813) was reached. Within seven (7) days of receipt of the Class List and Data by the Settlement Administrator, the Settlement Administrator will provide to Plaintiff's Counsel, without revealing any confidential information such as names, Social Security Numbers, contact information, etc., the number of unique Class Members along with the total number of Class Workweeks collectively worked by the Class Members.

49. **Right to Rescission:** If eight percent (8%) or more of the Class Members opt-out, Defendant will have the right, in its sole discretion, to rescind and void the Settlement (and Stipulation and MOU). To do so, Defendant must provide written notice, such as through email, to Plaintiff's counsel within ten (10) days of receiving the Settlement Administrator's final opt-out report. However, if this option is exercised by Defendant, Defendant will be solely responsible for the costs charged by the Settlement Administrator as a result of any settlement administration.

50. **Tax Liability:**

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

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

9 b. Neither the Parties nor their attorneys make any representations as to the tax
10 treatment of the payments called for hereunder, and neither Class Members nor PAGA Group
11 Members shall rely on any statement or representation by the Parties or their attorneys. Class
12 Members and PAGA Group Members are advised that they will be solely responsible for the
13 payment of their portion of any taxes and penalties assessed on the payments described here and
14 will defend, indemnify, and hold Defendant and the other Released Parties harmless from and
15 against any claims resulting from treatment of the payments described here.

16 51. **No Prior Assignments:** The Parties and their counsel represent, covenant, and
17 warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to
18 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
19 action, cause of action, or right in this Settlement Agreement released and discharged.

20 52. **Release by Participating Class Members:** Upon the Effective Date, all
21 Participating Class Members fully and finally release and forever discharge the Released Parties, to
22 the fullest extent permitted by law, of and from any and all Released Class Claims during the Class
23 Period. Each Participating Class Member will be deemed to have made the foregoing release as if
24 by manually signing it. In light of the method of notice set forth by this Settlement Agreement, and
25 subject to final Court approval, all Participating Class Members shall be bound by the Settlement,
26 and shall release the Released Parties from the Released Class Claims during the Class Period, even
27 if they never received mailed notice of the Action or this Settlement. Upon the Effective Date,
28 Participating Class Members will be forever barred from pursuing against the Released Parties any

and all of the Released Class Claims.

53. **Release by PAGA Group Members:** Upon the Effective Date, all PAGA Group Members fully and finally release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all applicable Released PAGA Claims during the PAGA Period. Each PAGA Group Member will be deemed to have made the foregoing release as if by manually signing it. In light of the method of notice set forth by this Settlement Agreement, and subject to final Court approval, all PAGA Group Members shall release the Released Parties from the Released PAGA Claims during the PAGA Period, even if they never received mailed notice of the Action or this Settlement. Upon the Effective Date, PAGA Group Members will be forever barred from pursuing against the Released Parties any and all of the Released PAGA Claims.

54. **General Release of Plaintiff:** Upon the Effective Date, Plaintiff will release and discharge the Released Parties, to the fullest extent permitted by law, of and from the applicable Released Class Claims and Released PAGA Claims and also generally release and discharge the Released Parties from all other claims, demands, losses, debts, charges, damages, obligations, causes of action, rights, and liabilities of every nature and description whatsoever, known or unknown, that arose on or before the date Plaintiff executes this Settlement Agreement (collectively, "Plaintiff's Released Claims"). Plaintiff's Released Claims include, without limitation, claims arising from or related to his employment with any of the Released Parties; claims under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law; claims for interest, attorneys' fees, costs, penalties, emotional distress, and/or punitive damages; breach of contract claims and tort claims; claims arising under the California Labor Code, California Business and Professions Code sections 17200 et seq., wage orders of the California Industrial Welfare Commission, Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and/or the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq. Plaintiff's Released Claims also include all claims for lost wages and benefits, as well as claims for retaliation, discrimination, harassment, and/or wrongful termination, such as, 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the California Fair Employment and Housing Act. Additionally, Plaintiff will waive all rights and benefits afforded by California Civil Code

1 section 1542, which provides:

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

8 Accordingly, even if Plaintiff discovers facts in addition to or different from those that Plaintiff now
9 knows or believes to be true with respect to the subject matter of the Plaintiff's Released Claims,
10 those claims will remain released and forever barred. Upon the Effective Date, Plaintiff will be
11 forever barred from pursuing—and agree not to pursue—against the Released Parties any and all
12 of the Plaintiff's Released Claims. Notwithstanding anything herein to the contrary, Plaintiff's
13 Released Claims do not include any claims for workers' compensation benefits, unemployment
14 benefits, or other claims that cannot be released under applicable law.

15 **55. Settlement Documentation and Approval:** The Settlement is contingent upon
16 judicial approval. If the Court does not approve this Settlement, or if the Court's Final Approval of
17 the Settlement is reversed, the Settlement shall be null and void and will not be admissible in any
18 other proceeding or action.

19 **56. Preliminary Approval Hearing:** The Parties will use their best efforts to schedule
20 a hearing at which to seek preliminary approval of the Settlement so the hearing occurs as soon as
21 practicable. Plaintiff will obtain a hearing before the Court to request preliminary approval of the
22 Settlement Agreement, and the entry of a preliminary approval order for: (a) conditional
23 certification of the Settlement Class for settlement purposes only; (b) preliminary approval of this
24 proposed Settlement Agreement; and (c) setting a date for a Final Approval/Settlement Fairness
25 Hearing. The Preliminary Approval order will provide for the Notice Packet to be sent to all Class
26 Members as specified in this Settlement Agreement and the appointment of the Settlement
27 Administrator. In conjunction with the preliminary approval hearing, Plaintiff will submit this
28 Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed
Notice of Class Action and PAGA Settlement document, attached as Exhibit A. Plaintiff's Counsel
will be responsible for drafting all documents necessary to obtain preliminary approval, at

Plaintiff's expense. At least ten (10) days before filing the motion for preliminary settlement approval, Plaintiff's Counsel shall email a copy of the draft motion to Defendant's Counsel for review. Plaintiff's Counsel will provide to the LWDA a copy of the proposed Settlement at the same time it is submitted to the Court pursuant to Labor Code section 2699(l)(2).

57. **Final Settlement Approval Hearing and Entry of Judgment:** Upon expiration of the deadlines to postmark Requests for Exclusion and objections to the Settlement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine whether to grant final approval of the Settlement, as well as the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) Settlement Administration Costs; (c) the Class and PAGA Representative Enhancement Payment; and (d) the PAGA Settlement Amount. Plaintiff's Counsel will be responsible for drafting all documents necessary to obtain final approval, at Plaintiff's expense. At least ten (10) days before filing the motion for final settlement approval, Plaintiff's Counsel shall email a copy of the draft motion to Defendant's Counsel for review. Plaintiff's Counsel will also be responsible for drafting the Attorneys' Fees and Costs application as well as the Class and PAGA Representative Enhancement Payment application to be heard at the final approval hearing.

58. **Judgment and Continued Jurisdiction:** Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a jointly prepared Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) Settlement administration matters; and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

59. **Use and Return of Data:** Information and documents provided to Plaintiff's Counsel in connection with the mediation, settlement negotiations, or this Settlement may be used only with respect to this Settlement and/or the Settlement approval process, and no other purpose, and may not be used in any way that violates any existing protective order, contractual agreement, statute, or rule of court.

///

1 **60. Preclusive Effect of Settlement:** The Parties agree, subject to Court approval, that
2 terms of this Settlement Agreement, the approval orders, and the Judgment are binding on Plaintiff,
3 Participating Class Members, and PAGA Group Members, as well as their heirs, executors,
4 administrators, successors, and assigns, and any other persons or entities acting on their behalf, and
5 those terms shall have res judicata, collateral estoppel, and other preclusive effect in all pending
6 and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons,
7 to the extent those claims, lawsuits, or other proceedings constitute Released Class Claims,
8 Released PAGA Claims, or Plaintiff's Released Claims as set forth in this Settlement Agreement.
9 Notwithstanding any other provision in this Settlement Agreement, this Settlement Agreement, the
10 approval orders, and the Judgment in the Action may be filed in any action against or by Defendant
11 or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver,
12 good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim
13 preclusion, issue preclusion, or similar defense or counterclaim.

14 **61. Exhibits Incorporated by Reference:** The terms of this Settlement include the
15 terms set forth in Exhibit A, which is incorporated by this reference as though set forth in this
16 Settlement Agreement. Exhibit A is an integral part of this Settlement.

17 **62. Entire Agreement:** This Settlement Agreement and Exhibit A constitute the
18 entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral
19 agreements, including without limitation the MOU, can be deemed binding on the Parties.

20 **63. Amendment or Modification:** This Settlement Agreement may be amended or
21 modified only by a written instrument signed by counsel for all Parties or their successors-in-
22 interest.

23 **64. Binding on Successors and Assigns:** This Settlement Agreement shall be binding
24 upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

25 **65. No Admission/Denial of Liability:** The Parties enter into this Settlement in order
26 to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
27 continued litigation. In entering into this Settlement, Defendant does not admit, and specifically
28 denies, it violated any federal, state, or local law; violated any regulations or guidelines promulgated

1 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached
2 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
3 engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
4 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be
5 construed as an admission or concession by Defendant of any such violations or failures to comply
6 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement,
7 this Settlement Agreement and its terms and provisions will not be offered or received as evidence
8 in any action or proceeding to establish any liability or admission on the part of Defendant or to
9 establish the existence of any condition constituting a violation of, or a non-compliance with,
10 federal, state, local, or other applicable law.

11 **66. Confidentiality and No Publicity:** The Parties and their counsel agree that they will
12 maintain the confidentiality of the negotiations and terms of this Stipulation until filed in Court.
13 Further, Plaintiff's Counsel agrees not to make public statements, unrelated to routine settlement
14 administration, about the Action or Settlement at any time. This provision does not prohibit counsel
15 from notifying the Court that there is a pending Settlement or from sharing factual information in
16 response to direct inquiries from the Court, Class Members, PAGA Group Members, and/or the
17 LWDA, nor does it prevent them from disseminating—in written, telephonic, or electronic form—
18 notice of the Settlement and public court documents pertaining to the Action and Settlement to keep
19 Class Members, PAGA Group Members, and the LWDA informed and notified of the Settlement.
20 Plaintiff agrees not to publicize the Settlement at any time, and if contacted by the media, Plaintiff
21 will not comment. Nothing in this paragraph will be construed to restrict Plaintiff's Counsel's
22 ability to communicate with Class Members in accordance with their ethical obligations owed to
23 Class Members. For the limited purpose of allowing Plaintiff's Counsel to prove adequacy as class
24 counsel in other actions, or to seek approval of comparable settlements, Plaintiff's Counsel may
25 disclose in Court filings information about the Action and Settlement that is available in the public
26 record.

27 ///

28 ///

1 67. **Non-disparagement:** Plaintiff agrees that at no time in the future will he knowingly
2 or maliciously make false statements about Defendant or any of the other Released Parties. For
3 example, Plaintiff agrees that he shall not make publicly disparaging statements about the
4 Defendant's products or services that are not tied to complaints about a labor controversy with
5 Defendant. Plaintiff acknowledges and agrees that this non-disparagement provision applies to
6 statements made verbally or in a writing, including in any electronic media. Notwithstanding any
7 provision to the contrary, nothing in this Settlement Agreement prohibits Plaintiff from reporting
8 alleged violations of law or regulation to an appropriate governmental agency or entity or making
9 other disclosures or statements that are protected under applicable law, including but not limited to,
10 the National Labor Relations Act, as amended. Plaintiff does not need the prior authorization of
11 Defendant to make any such reports or disclosures, and Plaintiff is not required to notify Defendant
12 that he has made such reports or disclosures. Further, nothing in this Settlement Agreement prevents
13 Plaintiff from discussing or disclosing factual information about unlawful acts in the workplace,
14 such as harassment or discrimination or any other conduct that he has reason to believe is unlawful.

15 68. **Governing Law:** This Settlement Agreement is made under the laws of the State of
16 California, without regard to otherwise applicable principles of conflicts of laws, whether of the
17 State of California or any other jurisdiction.

18 69. **Authority to Sign:** The signatories represent and warrant they each have the
19 authority to sign on behalf of their designated Parties.

20 70. **Signatures:** This Settlement Agreement may be executed in counterparts and each
21 counterpart, when executed, shall have the efficacy of a second original. Photographic or facsimile
22 copies as well as DocuSign signatures of any such signed counterparts may be used in lieu of the
23 original for any said purpose.

24 71. **Acknowledgment the Settlement is Fair and Reasonable:** The Parties believe this
25 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived
26 at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking
27 into account all relevant factors, present and potential. The Parties further acknowledge they are
28 each represented by competent counsel of their choice and they have had an opportunity to consult

1 with their counsel regarding the fairness and reasonableness of this Settlement.

2 **72. Invalidity of Any Provision:** Before declaring any provision of this Settlement
3 Agreement invalid, the Court must first attempt to construe the provision as valid to the fullest
4 extent possible consistent with applicable precedents so as to define all provisions of this Settlement
5 Agreement valid and enforceable.

6 **73. Class Action Certification for Settlement Purposes Only:** The motion for
7 preliminary approval seeking, among other things, certification of a class is for purposes of the
8 Settlement only. If, for any reason, the Settlement is not approved or if the Court's Final Approval
9 of the Settlement is reversed, the stipulation to certification will be void. This Settlement will not
10 be admissible in this or any other proceeding as evidence that (i) a class should be certified as
11 Plaintiff proposed or (ii) Defendant is liable to Plaintiff or other Settlement Class Members.

12 **74. Captions:** The captions and paragraph numbers in this Settlement Agreement are
13 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope
14 or intent of the provisions of this Settlement Agreement.

15 **75. Waiver:** No waiver of any condition or covenant contained in this Settlement
16 Agreement or failure to exercise a right or remedy by any of the Parties shall be considered to imply
17 or constitute a further waiver by such Party of the same or any other condition, covenant, right, or
18 remedy.

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

24 **77. Mutual Preparation:** The Parties have had a full opportunity to negotiate the terms
25 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement shall not be
26 construed more strictly against one Party than another merely by virtue of the fact it may have been
27 prepared by counsel for one of the Parties, it being recognized, because of the arm's-length
28 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement

Agreement.

78. **Cooperation and Execution of Necessary Documents:** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. All Parties will also cooperate in good faith to continue and/or vacate any and all upcoming court dates, hearing dates, and/or deadlines, including deadlines to respond to discovery and/or file and serve an opposition or reply to the motion to strike class claims, motions for class certification, etc. in the Action. The Parties agree that no discovery shall take place while the Settlement is pending.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING IT AND KNOW THE CONTENTS OF THE AGREEMENT AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

READ CAREFULLY BEFORE SIGNING

**DEFENDANT MILLER MILLING
COMPANY, LLC**

Dated: 10/31/2025

Signed by:

8DATE8EDD/ACB43D...

By: William Untereker

Its: Corporate Secretary an authorized representative

PLAINTIFF

Dated: 10/29/2025

Signed by:

24755BF87F0A408...

MANUEL LAZTRA

EXHIBIT A

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

Manuel Laztra v. Miller Milling Company, LLC
Case No. 24CV448349 (Santa Clara County Superior Court)

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

You may be eligible to receive money from an employee class and representative action lawsuit (“Action”) against Miller Milling Company, LLC (“Defendant”). The Action was filed by former employee, Manuel Laztra, and seeks payment of back wages and other relief for all persons currently or formerly employed by Defendant as non-exempt employees in the State of California at any point during the Class Period—that is, September 30, 2020, through the date the court grants preliminary approval of this Settlement (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all Class Members who worked for Defendant at any point during the PAGA Period—that is, November 8, 2023, through the date the Court grants preliminary approval of this Settlement (“PAGA Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Class Member Payment is estimated to be \$ [REDACTED] (less withholding) and your PAGA Group Member Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your PAGA Group Member Payment, then according to Defendant’s records you are not eligible for an PAGA Group Member Payment under the Settlement because you didn’t work as a non-exempt employee in California during the PAGA Period.)

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

The Court has already preliminarily approved the proposed Settlement and this notice. It has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether or not you act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have read and understood it. At the Final Approval/Settlement Fairness Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Plaintiff’s Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Defendant.

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

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

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant’s records indicate that you worked for Defendant at some point(s) between September 30, 2020 through the date of preliminary approval, and are therefore a member of the Class for purposes of this Settlement.

You received this notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act (“PAGA”). If you are a Class Member, you are also a “PAGA Employee” if you worked for Defendant during the “PAGA Period,” which is November 8, 2023, through the date of preliminary approval.

If the Court grants Final Approval of the Settlement, a Settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 11, below).

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

The Court in charge of the Action is the Santa Clara County Superior Court, and the case is titled, *Laztra v. Miller Milling Company, LLC*, Case No. 24CV448349. The person who sued, Manuel Laztra, is the Plaintiff, and the company sued, Miller Milling Company, LLC, is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

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

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time, and Court resources. The Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

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

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this notice, you are a Class Member for settlement purposes. The Class includes: All employees of Defendant who were classified as non-exempt and worked within the State of California at any time from September 30, 2020, through the date of preliminary approval.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$475,000.00 (four hundred seventy-five thousand dollars and zero cents) to settle the lawsuit. From the GSA, Plaintiff’s Counsel will apply to the Court for attorneys’ fees of up to one-third of the GSA, currently \$158,333.33 and up to \$25,000.00 in costs; a Class and PAGA Representative Enhancement Payment of \$10,000.00 to Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Settlement Amount of \$20,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action Administration, not to exceed \$7,190.00. The exact amount of the Plaintiff’s Counsel’s Attorneys’ Fees and Cost, Class and PAGA Representative Enhancement Payment, and Administration Costs will be determined by the Court at the Final Approval/Settlement Fairness Hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$XXXXXXX. The NSA will be apportioned and paid out as Class Member Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Settlement Amount: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$20,000.00 PAGA Settlement Amount in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Settlement Amount, or \$13,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Settlement Amount, or \$7,000.00, will be distributed to the PAGA Employees as PAGA Group Member Payments.

7. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Class Member Payment appears on the first page of this notice. If you are also a PAGA Employee, an approximation of your PAGA Group Member Payment also appears on the first page of this notice.

Class Member Payment: Your Class Member Payment is based on the number of Class Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Class Workweeks worked by all Class Members during the Class Period (September 30, 2020, through the date of preliminary approval). Sixty-seven percent (67%) of each Class Member’s Class Member Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and thirty-three percent (33%) of each Class Member’s Class Member Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 33% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

PAGA Group Member Payment: PAGA Employees will receive an PAGA Group Member Payment in addition to their Class Member Payment. The PAGA Group Member Payments are based on the number of PAGA Workweeks worked by each PAGA Employee in comparison to the total amount of PAGA Workweeks worked by all PAGA Employees during the PAGA Period. One hundred percent (100%) of each PAGA Employee’s PAGA Group Member Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The PAGA Group Member Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated PAGA Group Member Payment appears on the first page of this notice.

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

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

HOW YOU GET A PAYMENT

8. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Class Workweeks or PAGA Workweeks you worked is incorrect, you may correct it by providing any supporting evidence to the Settlement Administrator, whose contact information is listed in Section 11 below.

9. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Approval/Settlement Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date on which the Court grants final approval and enters judgment in the Action.

Following the Effective Date, Class Member Payments and PAGA Group Member Payments will be mailed to Participating Class Members and PAGA Employees within 45 days of the Effective Date.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks that remain uncashed after 180 days from the date of issuance will be forwarded to the California Controller's Unclaimed Property Fund in the name of the Class Member. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

For an update on the status of payments, please contact the Settlement Administrator (see Section 11).

10. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will give up or "release" the Released Class Claims described below against Defendant and each of its former and present predecessors, successors, assigns, subsidiaries, affiliates, parents, agents, joint employers, employees, members, investors, partners (limited and general), holding companies and investment partnerships, owners, directors, officers, managing agents, attorneys, trustees, insurers, representatives, and shareholders, as well as any other person or entity that could be jointly and/or severally liable with any of the aforementioned Released Parties ("Released Parties").

Released Class Claims: The “Released Class Claims” are all claims, rights, demands, liabilities, and causes of action, in law or in equity, whether known or unknown, suspected or unsuspected, that were pleaded in the original or amended complaints or Plaintiff’s original or amended LWDA letter, or based on the factual allegations contained in the original or amended complaints or Plaintiff’s original or amended LWDA letter, or that could have been alleged based on the same set of facts as those pleaded in the original or amended complaints or Plaintiff’s original or amended LWDA letter, during the Class Period.

Released PAGA Claims: If you are a PAGA Employee, you will also release all claims for any PAGA civil penalties, including all claims, rights, demands, liabilities, and causes of action for PAGA civil penalties, whether known or unknown, suspected or unsuspected, that were pleaded in the original or amended complaints or Plaintiff’s original or amended LWDA letter, or based on the factual allegations contained in the original or amended complaints or Plaintiff’s original or amended LWDA letter, or that could have been alleged based on the same set of operative facts as those pleaded in the original or amended complaints or Plaintiff’s LWDA letter arising during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. HOW DO I EXCLUDE MYSELF FROM THE CLASS SETTLEMENT?

To exclude yourself from the Class Settlement, you must send the Settlement Administrator a written and signed request for exclusion, postmarked no later than [60 days after Class Notice is Mailed]. Be sure to include your first and last name, signature, and clearly state your request for exclusion from the Class. Mail your request for exclusion to the Settlement Administrator at:

[ADMINISTRATOR]
Laztra v. Miller Milling Company, LLC
 XXXXX
 City, State, XXXXX
 Email:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive a Class Member Payment, but you will still receive an PAGA Group Member Payment if you worked for Defendant during the PAGA Period (November 8, 2023, through the date of preliminary approval).

12. IF I DON’T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [60 days after Class Notice is Mailed].

13. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

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

Assuming you are a PAGA Employee, you will get only your PAGA Group Member Payment. If you exclude yourself and you are not a PAGA Employee, you will get no money from this Settlement.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

14. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Plaintiff's Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
Eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

15. HOW WILL THE LAWYERS BE PAID?

Plaintiff's Counsel will ask the Court to approve up to 1/3rd of the GSA (currently \$158,333.33) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Plaintiff's Counsel will also seek Court-approval of up to \$25,000.00 in litigation expenses incurred in this matter. The Court may award Plaintiff's Counsel less than what they request. Plaintiff's Counsel will also ask the Court to approve payment to Plaintiff Manuel Laztra in the amount of \$10,000.00 in addition to Plaintiff's Class Member Payment and PAGA Group Member Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

16. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of it. You can either object to the Settlement in person at the Final Approval/Settlement Fairness Hearing or you can submit a written and

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

signed objection. Written objections and notices of intent to appear at the Final Approval/Settlement Fairness Hearing must be mailed to the Settlement Administrator and postmarked on or before [60 days after Class Notice is Mailed], at the following address:

[ADMINISTRATOR]
Laztra v. Miller Milling Company, LLC
 XXXXX
 City, State, XXXXX
 Email:

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

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

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the Settlement, the request to be excluded will control and you will not get any money from this Settlement.

THE COURT'S FAIRNESS HEARING

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

18. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval/Settlement Fairness Hearing at _____ on _____ in Department 19 of the Santa Clara County Superior Court located at 161 North First Street, San Jose, CA 95113 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class and PAGA Representative Enhancement Payment and the Plaintiff's Counsel Attorneys' Fees and Costs.

19. DO I HAVE TO COME TO THE HEARING?

No. Plaintiff's Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the Settlement Administrator on time, the Court will consider it. At your own expense, you may also pay your own lawyer to attend.

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

IF YOU DO NOTHING

20. WHAT IF I DO NOTHING AT ALL?

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

GETTING MORE INFORMATION

21. HOW DO I GET MORE INFORMATION?

You may contact Plaintiff's Counsel at the contact information listed above in Section 14 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Apex Class Action Administration, by calling toll free 1-800-XXXX-XXXX or writing the Administrator at the following address:

APEX CLASS ACTION ADMINISTRATION

Laztra v. Miller Milling Company, LLC

XXXXXX

City, State, XXXXX

Email:

You may also visit [SETTLEMENT ADMINISTRATOR'S WEBSITE], which has links to key documents in the case, such as the Settlement Agreement. The pleadings and other records in this litigation, including the Settlement Agreement, may also be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at <https://santaclara.courts.ca.gov/forms-filing/e-filing>, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL PLAINTIFF'S COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

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