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FILED

KERN COUNTY SUPERIOR COURT

02/22/2024

BY Urena, Veronica

DEPUTY

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Attorneys for Plaintiff, AMANDA E. AMBRIZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF KERN**Amanda E. Ambriz, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

Honeybee Foods Corp, dba Jollibee, a
California Corporation, and DOES 1 to 100,
inclusive

Defendant.

Case No.: **BCV-23-100839**

Division J, Hon. Gregory A. Pulskamp

PROPOSED ORDER:

- (1) **GRANTING CONDITIONAL
CERTIFICATION OF SETTLEMENT
CLASS AND PRELIMINARY
APPROVAL OF SETTLEMENT;**
- (2) **APPROVING CLASS NOTICE AND
RELATED MATERIALS;**
- (3) **APPOINTING SETTLEMENT
ADMINISTRATOR; AND**
- (4) **SCHEDULING FINAL APPROVAL
HEARING**

Date: January 31, 2024

Time: 8:30 am

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 The Motion for Preliminary Approval of a Class Action Settlement came before this Court, on
3 January 31, 2024 at 8:30 am in Division J, located at 1215 Truxtun Ave, Bakersfield, CA 93301. The
4 Court having considered the papers submitted in support of the application of the parties, HEREBY
5 ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms and conditions set forth in the Class Action and PAGA Settlement Agreement
8 (“Settlement Agreement” or “Settlement”) attached to the Declarations of Amir Seyedfarshi and Farrah
9 Mirabel. All terms and conditions used herein shall have the same meaning as defined under the
10 Settlement Agreement. The settlement set forth in the Settlement Agreement appears to be fair,
11 adequate, and reasonable to the Settlement Class.

12 2. The Settlement, including the \$2,500,000.00 Gross Settlement Amount, falls within the
13 range of reasonableness and appears to be presumptively valid, pursuant to California Code of Civil
14 Procedure § 382 and applicable law, subject only to any objections that may be raised at the final
15 fairness hearing and final approval by this Court. The Court finds on a preliminary basis that: (1) the
16 settlement amount is fair and reasonable to the Class Members when balanced against the probable
17 outcome of further litigation relating to class certification, liability and damages issues, and potential
18 appeals; (2) significant formal and informal discovery, investigation, research, and litigation have been
19 conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective
20 positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
21 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as the
22 result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a
23 well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement
24 Agreement was entered into in good faith.

25 3. A final fairness hearing on the question of whether the proposed Settlement, Class
26 Counsel Fees Payment to Class Counsel, Administrative Expenses Payment, and the Class
27 Representative’s Incentive Award should be finally approved as fair, reasonable and adequate as to the
28

members of the Settlement Class is scheduled in Department 8 on the date and time set forth in the Implementation Schedule in Paragraph 12 below.

4. The Court provisionally certifies for settlement purposes only the following class (the “Settlement Class”): All non-exempt hourly paid individuals who are or were employed by Defendant during the Class Period (“Class”) and who have not requested to be excluded or have not opted out of the Class by submitting a valid and timely Request for Exclusion or Opt-Out.

5. The Class Period means the period from March 15, 2019, to the date of preliminary approval or the date the total number of work weeks totals 220,000, whichever date is sooner.

6. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiff’s claims are typical of the claims of the Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. This Court approves, as to form and content, the Notice (“Class Notice”), in substantially the form attached to the Settlement Agreement as **Exhibit A**. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the Settlement as set forth in the Settlement Agreement. The Court finds that the form of Class Notice to the Settlement Class regarding the pendency of this Action and of the Settlement, and the methods of giving notice to the Settlement Class, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all members of the Settlement Class. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court, Rules 3.766 and 3.769, the California and United States Constitutions, and other applicable law. The date of the postmark shall be the exclusive means to determine whether a request to Opt Out of the Settlement has been timely submitted. A Class Member

who does not timely submit a valid request to Opt Out from the Settlement shall be deemed a Settlement Class Member and will be bound by all terms of the Settlement including, but not limited to, the Releases and Waivers set forth in Section 6 of the Settlement Agreement, if the Settlement is granted final approval by the Court.

8. The Court directs the mailing of the Class Notice by first class mail to the Class Members in accordance with the Implementation Schedule set forth below under Paragraph 12. The Court finds the dates selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

9. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only. For purposes of this Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class as to questions of law and fact.

10. The Court confirms Plaintiff Amanda E. Ambriz, as Class Representative, and Amir Seyedfarshi of Employment Rights Lawyers, APC, and Farrah Mirabel of Law Offices of Farrah Mirabel, PC as Class Counsel.

11. The Court confirms and appoints ILYM Group, Inc. as the Settlement Administrator.

12. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Data to Settlement Administrator	[Within 15 calendar days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[Within 14 calendar days from receipt of the Class Data]
c.	Deadline for Class Members to submit Challenges, Objections, and Requests to be Excluded from Settlement	[No later than 45 calendar days after mailing of the Class Notice; if not postmarked by Response Deadline, any request or objection will be determined invalid]

f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement and Motion for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing	May 6, 2024 at 8:30 a.m. in Department J.

13. The Parties are ordered to carry out the Settlement according and pursuant to the terms of the Settlement Agreement.

14. The Court further ORDERS that, pending further Order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

15. The Court further ORDERS that to facilitate administration of this Settlement, all Class Members, including Plaintiff, are hereby enjoined from filing or prosecuting any claims, cases, suits or administrative proceedings (including filing or pursuing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Settlement, unless and until such Class Members have submitted to the Settlement Administrator valid and timely requests to Opt Out of the Settlement.

16. If any of the dates in this Implementation Schedule fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

17. If for any reason the Court does not execute and file a Final Approval Order, granting final approval of the Settlement, the proposed Settlement subject to this Order and all evidence and proceedings had in connection with the Settlement shall be null and void. Further, this Order shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement.

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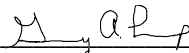
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18. The Court reserves the right to adjourn or continue the date of the Final Approval and Fairness Hearing and all dates provided for in the Settlement and the Implementation Schedule above without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: Signed: 2/22/2024 09:27 AM



Hon. Gregory A. Pulskamp
Judge of the Superior Court

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**
(BCV-23-100839)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Honeybee Foods Corporation (“Honeybee”) for alleged wage and hour violations. The Action was filed by a former employee of Honeybee, Amanda E. Ambriz (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Honeybee during the Class Period (March 15, 2019 to the date of preliminary approval); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Honeybee during the PAGA Period (January 30, 2022 to end of class period) (“Aggrieved Employees”).

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

Based on Honeybee's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$X (less withholding) and your Individual PAGA Payment is estimated to be \$X.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Honeybee's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Honeybee's records showing that **you worked ____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval 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 (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Honeybee to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Honeybee.

If you worked for Honeybee during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Honeybee.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Honeybee, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Honeybee will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Honeybee that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Honeybee must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Honeybee’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Honeybee. The Action alleges Honeybee violated California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, reimbursable expenses, sick days, and failing to provide meal periods, rest breaks, accurate itemized wage statements, and failure to provide wages on a timely basis. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Amir Seyedfarshi from Employment Rights Lawyers, APC, and Farrah Mirabel from Law Offices of Farrah Mirabel (“Class Counsel.”)

Honeybee strongly denies violating any laws and believes it has complied with the law in all respects and denies any liability for the claims asserted by Plaintiff. Honeybee is not admitting liability of any of the factual and legal allegations asserted in the lawsuit and denies that the lawsuit should proceed as a class action for any purpose other than this Settlement. After investigating the claims at issue, and the possible defenses to those claims, the Parties have agreed to settle this case to avoid the cost and risk of further litigation. In view of the costs and risks that continued litigation would entail, Plaintiff and her counsel believe the Settlement is in the best interests of all non-exempt hourly employees who worked for Honeybee in California during the Class Period and PAGA Period

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Honeybee or Plaintiff is correct on the merits. In the meantime, Plaintiff and Honeybee hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement,

Plaintiff and Honeybee have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Honeybee does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Honeybee has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Honeybee Will Pay \$2,500,000.00 as the Gross Settlement Amount. (Gross Settlement). Honeybee has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Honeybee will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$833,250.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$18,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$1,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$28,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$126,750 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Honeybee are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and non-statutory damages (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Honeybee will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Honeybee have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 45 days, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Honeybee.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Honeybee based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Honeybee have agreed that, in either case, the Settlement will be void: Honeybee will not pay any money and Class Members will not release any claims against Honeybee.
8. Administrator. The Court has appointed a neutral company, ILYM Class Action Administration Group, Inc., (“ILYM”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Honeybee has fully funded the Gross Settlement, and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Honeybee or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, any and all claims involving any alleged failure to pay minimum wages, overtime wages, wages due upon termination, reimbursable expenses, sick days, and failing to provide meal periods, rest breaks, accurate itemized wage statements, and failure to provide wages on a timely basis. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Honeybee has paid the Gross Settlement, and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Honeybee, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Honeybee or its related entities based on the PAGA

Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, and ascertained in the course of the Action, including, any and all claims involving any alleged failure to pay minimum wages, overtime wages, wages due upon termination, reimbursable expenses, sick days, and failing to provide meal periods, rest breaks, accurate itemized wage statements, and failure to provide wages on a timely basis.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$126,750 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Honeybee's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Honeybee's calculation of Workweeks and/or Pay Periods based on Honeybee's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Honeybee's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check

to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Amanda Ambriz v. Honeybee Foods Corporation, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by ___, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Honeybee are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://www.ilymgroup.com/> or the Court's website <https://www.kern.courts.ca.gov/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Amanda Ambriz v. Honeybee Foods Corporation, and include your name, current address,

telephone number, and approximate dates of employment for Honeybee and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department [X] of the Kern County Superior Court, located at 1415 Truxtun Ave, Bakersfield, CA 93301. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Kern County's Website (<https://www.kern.courts.ca.gov/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.ilymgroup.com/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Honeybee and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case Number for the Action, Case No. BCV-23-100839. You can also make an appointment to personally review court documents in the Clerk's Office at the Kern County Superior Court by calling (661) 610-6000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Settlement Administrator:
ILYM Class Action
Administration Group,
Inc.
14751 Plaza Dr., Ste J
Tustin, CA 92780
Tel: 888-250-6810
Fax: 888-845-6185

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.