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8 MARTHA P. BRIANO MARTINEZ, and all others similarly situated

9 (Additional attorneys for parties on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SONOMA**

12 **(UNLIMITED JURISDICTION)**

13 MARTHA P. BRIANO MARTINEZ, on behalf
14 of herself and all others similarly situated, and as
15 an “aggrieved employee” on behalf of other
16 “aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 NOR CAL FOODS, LLC, a California
20 corporation; and DOES 1–50, inclusive,

21 *Defendant(s).*

Case No. SCV-270596

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Action filed: April 13, 2022

Dept: 16, The Honorable Patrick
M. Broderick

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11 MARTHA P. BRIANO MARTINEZ, and all others similarly situated

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23 NOR CAL FOODS, LLC
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1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Martha P. Briano Martinez (“Plaintiff”) and defendant Nor Cal Foods, LLC
3 (“Nor Cal Foods, LLC”). The Agreement refers to Plaintiff and Defendant collectively as
4 “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Nor Cal Foods, LLC captioned “Martha P. Briano Martinez, on behalf of herself, and all others
8 similarly situated, and as an ‘aggrieved employee’ on behalf of other ‘aggrieved employees’ under
9 the Labor Code Private Attorneys General Act of 2004, *Plaintiff(s)*, vs. Nor Cal Foods, LLC, a
10 California corporation; and DOES 1 through 50, inclusive, *Defendant(s)*,” Case No. SCV-270596
11 initiated on April 13, 2022 and pending in Superior Court of the State of California, County of
12 Sonoma.

13 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed
14 to appoint to administer the Settlement.

15 1.3. “Administration Expenses Payment” means the amount the Administrator will be
16 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
17 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
18 with Preliminary Approval of the Settlement.

19 1.4. “Aggrieved Employee” means a person employed by Defendant in California and
20 classified as a hourly, non-exempt employees who worked for Defendant during the PAGA Period
21 and did not execute a release of his/her/their claims.

22 1.5. “Class” means all persons employed by Defendant in California and classified as
23 hourly, non-exempt employees who worked for Defendant during the Class Period and did not
24 execute a release of his/her/their claims.

25 1.6. “Class Counsel” means David G. Spivak of The Spivak Law Firm and Walter L.
26 Haines of United Employees Law Group.

27 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
28 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s
possession including the Class Member’s name, last-known mailing address, Social Security

1 number, and number of Class Period Work Weeks and PAGA Pay Periods.

2 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as
3 either a Participating Class Member or Non-Participating Class Member (including a Non-
4 Participating Class Member who qualifies as an Aggrieved Employee).

5 1.10. "Class Member Address Search" means the Administrator's investigation and
6 search for current Class Member mailing addresses using all reasonably available sources,
7 methods and means including, but not limited to, the National Change of Address database, skip
8 traces, and direct contact by the Administrator with Class Members.

9 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
10 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
11 Class Members in English with a Spanish translation in the form, without material variation,
12 attached as Exhibit A and incorporated by reference into this Agreement.

13 1.12. "Class Period" means the period from April 13, 2018 to the date of preliminary
14 approval of this Settlement.

15 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the
16 Action seeking Court approval to serve as a Class Representative.

17 1.14. "Class Representative Service Payment" means the payment to the Class
18 Representative for initiating the Action and providing services in support of the Action.

19 1.15. "Court" means the Superior Court of California, County of Sonoma.

20 1.16. "Defendant" means named Defendant Nor Cal Foods, LLC.

21 1.17. "Defense Counsel" means Ian B. Wieland of Sagaser, Watkins & Wieland PC.

22 1.18. "Effective Date" means the date by when both of the following have occurred: (a)
23 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
24 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
25 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
26 one or more Participating Class Members objects to the Settlement, the day after the deadline for
27 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
28 day after the appellate court affirms the Judgment and issues a remittitur.

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

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final

1 Approval of the Settlement.

2 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
3 Approval of the Settlement.

4 1.22. "Gross Settlement Amount" means \$120,000.00 which is the total amount
5 Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross
6 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments,
7 the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative
8 Service Payment and the Administrator's Expenses.

9 1.23. "Individual Class Payment" means the Participating Class Member's pro rata
10 share of the Net Settlement Amount calculated according to the number of Work Weeks worked
11 during the Class Period.

12 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
13 25% of the PAGA Penalties calculated according to the number of Work Weeks worked during
14 the PAGA Period.

15 1.25. "Judgment" means the judgment entered by the Court based upon the Final
16 Approval.

17 1.26. "LWDA" means the California Labor and Workforce Development Agency, the
18 agency entitled, under Labor Code section 2699, subd. (i).

19 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the
20 LWDA under Labor Code section 2699, subd. (i).

21 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following
22 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
23 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
24 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
25 paid to Participating Class Members as Individual Class Payments.

26 1.29. "Non-Participating Class Member" means any Class Member who opts out of the
27 Settlement by sending the Administrator a valid and timely Request for Exclusion.

28 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
worked for Defendant for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from March 22, 2021 to the date of preliminary
approval of this Settlement.

- 1 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 2 1.33. “PAGA Notice” means Plaintiff’s March 22, 2022 letter to Defendant and the
3 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 4 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
5 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,000.00) and the
6 75% to LWDA (\$3,000.00) in settlement of PAGA claims.
- 7 1.35. “Participating Class Member” means a Class Member who does not submit a valid
8 and timely Request for Exclusion from the Settlement.
- 9 1.36. “Plaintiff” means Martha P. Briano Martinez, the named plaintiff in the Action.
- 10 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval
11 of the Settlement.
- 12 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary
13 Approval and Approval of PAGA Settlement.
- 14 1.39. “Released Class Claims” means the claims being released as described in
15 Paragraph 6.2 below.
- 16 1.40. “Released PAGA Claims” means the claims being released as described in
17 Paragraph 6.2 below.
- 18 1.41. “Released Parties” means: Defendant and each of its former and present directors,
19 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns
20 subsidiaries, and affiliates.
- 21 1.42. “Request for Exclusion” means a Class Member’s submission of a written request
22 to be excluded from the Class Settlement signed by the Class Member.
- 23 1.43. “Response Deadline” means 60 days after the Administrator mails Notice to Class
24 Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a)
25 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or
26 her Objection to the Settlement. Class Members to whom Notice Packets are resent after having
27 been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond
28 the Response Deadline has expired.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and
 the Judgment.
- 1.45. “Workweek” means any week during which a Class Member worked for

1 Defendant for at least one day, during the Class Period.

2
3 **2. RECITALS.**

4 2.1. On April 13, 2022, Plaintiff commenced this Action by filing a Complaint
5 alleging causes of action against Defendant for failure to pay wages, unauthorized and unlawful
6 wage deductions, failure to provide meal periods, failure to authorize and permit rest periods,
7 failure to indemnify for business expenses, failure to issue proper wage statements, failure to
8 timely pay wages, failure to maintain required payroll records, failure to pay all wages at
9 separation, that Defendant engaged in unfair competition, and related claims. On May 27, 2022,
10 Plaintiff filed a First Amended Complaint alleging causes of action against Defendant for failure
11 to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure
12 to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue
13 proper wage statements, failure to timely pay wages, failure to maintain required payroll records,
14 failure to pay all wages at separation, that Defendant engaged in unfair competition, that
15 Defendant owes civil penalties under the Private Attorney General Act (“PAGA”), and related
16 allegations. The First Amended Complaint is the operative complaint in the Action (the
17 “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies
18 any failure to comply with the laws identified in in the Operative Complaint and denies any and
19 all liability for the causes of action alleged.

20 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
21 notice to Defendant and the LWDA by sending the PAGA Notice.

22 2.3. On January 10, 2023, the Parties participated in an all-day mediation presided
23 over by Scott Radovich which led to this Agreement to settle the Action (describe alternative
24 means of negotiation.

25 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the number of
26 comparable employees, the number of workweeks, the number of pay periods, average rates of
27 pay, sample time records, sample payroll records, sample schedules, written policies, and related
28 information. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set
forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot
Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

1 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware
2 of any other pending matter or action asserting claims that will be extinguished or affected by the
3 Settlement.

4 **3. MONETARY TERMS.**

5 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
6 Defendant promises to pay \$120,000.00 and no more as the Gross Settlement Amount and to
7 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
8 Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll
9 taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will
10 disburse the entire Gross Settlement Amount without asking or requiring Participating Class
11 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
12 Gross Settlement Amount will revert to Defendant.

13 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
14 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
15 the Court in the Final Approval:

16 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
17 Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any
18 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class
19 Member). Defendant will not oppose Plaintiff's request for a Class Representative Service
20 Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment
21 and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
22 Representative Service Payments no later than 16 court days prior to the Final Approval Hearing.
23 If the Court approves a Class Representative Service Payment less than the amount requested, the
24 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will
25 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
26 responsibility and liability for employee taxes owed on the Class Representative Service Payment.

27 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
28 33.33%, which is currently estimated to be \$40,000.00 and a Class Counsel Litigation Expenses
Payment of not more than \$15,000.00. Defendant will not oppose requests for these payments
provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for

1 Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days
2 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or
3 a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
4 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
5 to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
6 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
7 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more
8 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the
9 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
10 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any
11 division or sharing of any of these Payments.

11 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
12 \$12,500.00 except for a showing of good cause and as approved by the Court. To the extent the
13 Administration Expenses are less or the Court approves payment less than \$12,500.00, the
14 Administrator will retain the remainder in the Net Settlement Amount.

15 3.2.4. To Each Participating Class Member: An Individual Class Payment
16 calculated by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked
17 by all Participating Class Members during the Class Period and (b) multiplying the result by each
18 Participating Class Member's Work Weeks.

19 3.2.4.1. Tax Allocation of Individual Class Payments. 33.33% of
20 each Participating Class Member's Individual Class Payment will be allocated to settlement of
21 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
22 reported on an IRS W-2 Form. The 66.67% of each Participating Class Member's Individual
23 Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
24 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on
25 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
26 employee taxes owed on their Individual Class Payment.

27 3.2.4.2. Effect of Non-Participating Class Members on Calculation
28 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

1 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
2 amount of \$4,000.00 to be paid from the Gross Settlement Amount, with 75% (\$3,000.00)
3 allocated to the LWDA PAGA Payment and 25% (\$1,000.00) allocated to the Individual PAGA
4 Payments.

5 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
6 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$1,000.00
7 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
8 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay
9 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their
10 Individual PAGA Payment.

11 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
12 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
13 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

14 **4. SETTLEMENT FUNDING AND PAYMENTS.**

15 4.1. Class Work Weeks and Aggrieved Employee Pay Periods. Based on a review of
16 its records to date, Defendant estimates there are 131 Class Members who collectively worked a
17 total of 7,561 Work Weeks at the time of the mediation, and approximately 62 Aggrieved
18 Employees who worked a total 1,298 of PAGA Pay Periods at the time of the mediation.

19 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval
20 of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in
21 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
22 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
23 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
24 employees who need access to the Class Data to effect and perform under this Agreement.
25 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class
26 Data omitted class member identifying information and to provide corrected or updated Class
27 Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant
28 must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use
best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
omitted Class Data.

1 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
2 Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll
3 taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant
5 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
6 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
7 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
8 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
9 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
10 Payments.

11 4.4.1. The Administrator will issue checks for the Individual Class Payments
12 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
13 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
14 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
15 not cashed by the void date. The Administrator will send checks for Individual Settlement
16 Payments to all Participating Class Members (including those for whom Class Notice was
17 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
18 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
19 Employees (including those for whom Class Notice was returned undelivered). The
20 Administrator may send Participating Class Members a single check combining the Individual
21 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator
22 must update the recipients’ mailing addresses using the National Change of Address Database.

23 4.4.2. The Administrator must conduct a Class Member Address Search for all
24 other Class Members whose checks are returned undelivered without USPS forwarding address.
25 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
26 forwarding address provided or to an address ascertained through the Class Member Address
27 Search. The Administrator need not take further steps to deliver checks to Class Members whose
28 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
replacement check to any Class Member whose original check was lost or misplaced, requested
by the Class Member prior to the void date.

1 4.4.3. For any Class Member whose Individual Class Payment check or
2 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
3 shall transmit the funds represented by such checks to the California Controller's Unclaimed
4 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
5 the requirements of California Code of Civil Procedure Section 384, subd. (b).

6 4.4.4. The payment of Individual Class Payments and Individual PAGA
7 Payments shall not obligate Defendant to confer any additional benefits or make any additional
8 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
9 this Agreement.

10 **5. [OMITTED]**

11 **6. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
12 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
13 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
14 against all Released Parties as follows:

15 6.1 Plaintiff's Release. Plaintiff and her respective former and present spouses,
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
17 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
18 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
19 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
20 that were, or reasonably could have been, alleged based on facts contained in the Operative
21 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2,
22 below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
23 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
24 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
25 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
26 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
27 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
28 notwithstanding such different or additional facts or Plaintiff's discovery of them.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
and benefits, if any, of section 1542 of the California Civil Code, which reads:

1 **A general release does not extend to claims that the creditor or releasing party does**
2 **not know or suspect to exist in his or her favor at the time of executing the release,**
3 **and that if known by him or her would have materially affected his or her settlement**
4 **with the debtor or Released Party.**

5 Plaintiff understands and acknowledges that the significance and consequence of this waiver of
6 California Civil Code Section 1542 is that she will not be able to make any claim for alleged
7 damages that exists as of the date of her signature on this Agreement.

8 6.2 Release by Participating Class Members Who Are Not Aggrieved Employees:

9 All Participating Class Members, on behalf of themselves and their respective former and present
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
11 Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the
12 Class Period facts stated in the Operative Complaint and ascertained in the course of the Action
13 including, failure to pay wages, unauthorized and unlawful wage deductions, failure to provide
14 meal periods, failure to authorize and permit rest periods, failure to indemnify for business
15 expenses, failure to issue proper wage statements, failure to timely pay wages during employment,
16 and at the separation of employment, failure to maintain required payroll records, unfair
17 competition, Civil Penalties under PAGA, and related allegations. Except as set forth in Section
18 6.3 of this Agreement, Participating Class Members do not release any other claims, including
19 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
20 Act, unemployment insurance, disability, social security, workers' compensation, or claims based
21 on facts occurring outside the Class Period.

22 6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees:

23 All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on
24 behalf of themselves and their respective former and present representatives, agents, attorneys,
25 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
26 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
27 facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the
28 Action including, failure to pay wages, unauthorized and unlawful wage deductions, failure to
provide meal periods, failure to authorize and permit rest periods, failure to indemnify for
business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to

1 maintain required payroll records, and related claims.

2
3 **7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
4 file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with
5 the Court’s current checklist for Preliminary Approvals.

6 7.1 Defendant’s Declaration in Support of Preliminary Approval. Within 30 days of
7 the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
8 Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or
9 potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations,
10 Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or
11 action asserting claims that will be extinguished or adversely affected by the Settlement.

12 7.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
13 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
14 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
15 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
16 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval
17 and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration
18 from the Administrator attaching its “not to exceed” bid for administering the Settlement and
19 attesting to its willingness to serve; competency; operative procedures for protecting the security
20 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
21 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
22 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
23 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
24 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members,
25 and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its
26 competency to represent the Class Members; its timely transmission to the LWDA of all necessary
27 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
28 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to
the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or
potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient.

1 In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware
2 of any other pending matter or action asserting claims that will be extinguished or adversely
3 affected by the Settlement.

4 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
5 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining
6 a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to
7 advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for
8 delivering the Court's Preliminary Approval to the Administrator.

9 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
10 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
11 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
12 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
13 Preliminary Approval or conditions Preliminary Approval on any material change to this
14 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
15 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
16 otherwise satisfy the Court's concerns.

16 **8. SETTLEMENT ADMINISTRATION.**

17 8.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to
18 serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc.
19 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
20 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
21 represent that they have no interest or relationship, financial or otherwise, with the Administrator
22 other than a professional relationship arising out of prior experiences administering settlements.

23 8.2 Employer Identification Number. The Administrator shall have and use its own
24 Employer Identification Number for purposes of calculating payroll tax withholdings and
25 providing reports state and federal tax authorities.

26 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
27 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
28 Regulation section 468B-1.

8.4 Notice to Class Members.

1 8.4.1 No later than three (3) business days after receipt of the Class Data, the
2 Administrator shall notify Class Counsel that the list has been received and state the number of
3 Class Members, PAGA Members, Work Weeks, and Pay Periods in the Class Data.

4 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
5 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
6 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice
7 with Spanish translation, if applicable substantially in the form attached to this Agreement as
8 **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any
9 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the
10 number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
11 Before mailing Class Notices, the Administrator shall update Class Member addresses using the
12 National Change of Address database.

13 8.4.3 Not later than 3 business days after the Administrator’s receipt of any Class
14 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
15 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
16 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
17 Notice to the most current address obtained. The Administrator has no obligation to make further
18 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
19 USPS a second time.

20 8.4.4 The deadlines for Class Members’ written objections, Challenges to Work
21 Weeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days
22 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is
23 re-mailed. The Administrator will inform the Class Member of the extended deadline with the
24 re-mailed Class Notice.

25 8.4.5 If the Administrator, Defendant or Class Counsel is contacted by or
26 otherwise discovers any persons who believe they should have been included in the Class Data
27 and should have received Class Notice, the Parties will expeditiously meet and confer in person
28 or by telephone, and in good faith. in an effort to agree on whether to include them as Class
Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
other Class Members, and the Administrator will send, via email or overnight delivery, a Class
Notice requiring them to exercise options under this Agreement not later than 14 days after receipt

1 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

2 8.5 Requests for Exclusion (Opt-Outs).

3 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
4 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
5 Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional
6 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
7 from a Class Member or his/her representative that reasonably communicates the Class Member's
8 election to be excluded from the Settlement and includes the Class Member's name, address and
9 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
emailed, or postmarked by the Response Deadline.

10 8.5.2 The Administrator may not reject a Request for Exclusion as invalid
11 because it fails to contain all the information specified in the Class Notice. The Administrator
12 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
13 identity of the person as a Class Member and the Class Member's desire to be excluded. The
14 Administrator's determination shall be final and not appealable or otherwise susceptible to
15 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
16 the Administrator may demand additional proof of the Class Member's identity. The
17 Administrator's determination of authenticity shall be final and not appealable or otherwise
susceptible to challenge.

18 8.5.3 Every Class Member who does not submit a timely and valid Request for
19 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
20 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
21 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the
22 Participating Class Member actually receives the Class Notice or objects to the Settlement.

23 8.5.4 Every Class Member who submits a valid and timely Request for
24 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
25 or have the right to object to the class action components of the Settlement. Because future PAGA
26 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
27 Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph
6.4 of this Agreement and are eligible for an Individual PAGA Payment.

28 8.6 Challenges to Calculation of Work Weeks. Each Class Member shall have 60

1 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members
2 whose Class Notice is re-mailed) to challenge the number of Class Work Weeks and PAGA Pay
3 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
4 challenge the allocation by communicating with the Administrator via fax, email or mail. The
5 Administrator must encourage the challenging Class Member to submit supporting
6 documentation. In the absence of any contrary documentation, the Administrator is entitled to
7 presume that the Work Weeks contained in the Class Notice are correct so long as they are
8 consistent with the Class Data. The Administrator's determination of each Class Member's
9 allocation of Work Weeks and/or Pay Periods shall be final and not appealable or otherwise
10 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
11 calculation of Work Weeks and/or Pay Periods to Defense Counsel and Class Counsel and the
12 Administrator's determination the challenges.

12 8.7 Objections to Settlement.

13 8.7.1 Only Participating Class Members may object to the class action
14 components of the Settlement and/or this Agreement, including contesting the fairness of the
15 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
16 Litigation Expenses Payment and/or Class Representative Service Payment.

17 8.7.2 Participating Class Members may send written objections to the
18 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
19 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
20 Hearing. A Participating Class Member who elects to send a written objection to the
21 Administrator must do so not later than 60 days after the Administrator's mailing of the Class
22 Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

23 8.7.3 Non-Participating Class Members have no right to object to any of the class
24 action components of the Settlement.

25 8.8 Administrator Duties. The Administrator has a duty to perform or observe all
26 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

27 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will
28 establish and maintain and use an internet website to post information of interest to Class
Members including the date, time and location for the Final Approval Hearing and copies of the
Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class

1 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
2 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
3 Approval and the Judgment. The Administrator will also maintain and monitor an email address
4 and a toll-free telephone number to receive Class Member calls, faxes and emails.

5 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
6 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
7 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
8 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
9 and other identifying information of Class Members who have timely submitted valid Requests
10 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
11 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
12 Exclusion from Settlement submitted (whether valid or invalid).

13 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
14 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
15 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
16 Exclusion (whether valid or invalid) received, objections received, challenges to Work Weeks
17 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
18 and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide
19 the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
20 Requests for Exclusion and objections received.

21 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
22 authority to address and make final decisions consistent with the terms of this Agreement on all
23 Class Member challenges over the calculation of Work Weeks and/or Pay Periods. The
24 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

25 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by
26 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
27 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
28 for filing in Court attesting to its due diligence and compliance with all of its obligations under
this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
total number of Requests for Exclusion from Settlement it received (both valid or invalid), the

1 number of written objections and attach the Exclusion List. The Administrator will supplement
2 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
3 for filing the Administrator's declaration(s) in Court.

4 8.8.6 Final Report by Administrator. Within 10 days after the Administrator
5 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
6 and Defense Counsel with a final report detailing its disbursements by employee identification
7 number only of all payments made under this Agreement. At least 15 days before any deadline
8 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
9 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
10 payments required under this Agreement. Class Counsel is responsible for filing the
11 Administrator's declaration in Court.

12 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records,
13 Defendant estimates that, as of the date of the mediation, (1) there are 131 Class Members and
14 7,561 Total Work Weeks during the Class period and (2) there were 62 Aggrieved Employees
15 who worked 1,298 Pay Periods during the PAGA Period as of the date of mediation. If the
16 referenced 7,561 Work Weeks at the time the mediation occurred increases by more than 10.00%
17 at the time the mediation occurred, the Gross Settlement Amount, including the Class Counsel
18 Fees Payment, the Class Representative Payment, and the LWDA payment, will increase
19 proportionally according to the number of additional Work Weeks over 7,561 at the time the
20 mediation occurred.

21 **10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
22 Exclusion identified in the Exclusion List exceeds 5.00% of the total of all Class Members,
23 Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree
24 that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect
25 whatsoever, and that neither Party will have any further obligation to perform under this
26 Agreement; provided, however, Defendant will remain responsible for paying all Settlement
27 Administration Expenses incurred to that point. Defendant must notify Class Counsel and the
28 Court of its election to withdraw not later than 7 days after the Administrator sends the final
Exclusion List to Defense Counsel; late elections will have no effect.

1
2 **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
3 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
4 that includes a request for approval of the PAGA settlement under Labor Code section 2699,
5 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for
6 Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later
7 than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
8 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
9 disagreements concerning the Motion for Final Approval.

10 11.1 Response to Objections. Each Party retains the right to respond to any objection
11 raised by a Participating Class Member, including the right to file responsive documents in Court
12 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
13 by the Court.

14 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
15 Approval on any material change to the Settlement (including, but not limited to, the scope of
16 release to be granted by Class Members), the Parties will expeditiously work together in good
17 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
18 Approval. The Court’s decision to award less than the amounts requested for the Class
19 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
20 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
21 modification to the Agreement within the meaning of this paragraph.

22 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
23 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
24 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
25 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

26 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
27 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
28 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
29 respective counsel, and all Participating Class Members who did not object to the Settlement as
30 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
31 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions

1 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
2 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
3 Parties' obligations to perform under this Agreement will be suspended until such time as the
4 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
5 the amount of the Net Settlement Amount.

6 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
7 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
8 material modification of this Agreement (including, but not limited to, the scope of release to be
9 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
10 expeditiously work together in good faith to address the appellate court's concerns and to obtain
11 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
12 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
13 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
14 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
15 as long as the Gross Settlement Amount remains unchanged.

16 **12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
17 Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed
18 amended judgment.

19 **13. ADDITIONAL PROVISIONS.**

20 13.1 No Admission of Liability, Class Certification or Representative Manageability
21 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
22 claims. Nothing in this Agreement is intended or should be construed as an admission by
23 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant
24 has any liability for any claims asserted; nor should it be intended or construed as an admission
25 by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
26 certification and representative treatment is for purposes of this Settlement only. If, for any reason
27 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant
28 reserves the right to contest certification of any class for any reasons, and Defendant reserves all
available defenses to the claims in the Action, and Plaintiff reserves the right to move for class

1 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
2 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
3 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
4 Settlement and this Agreement).

5 13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
6 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval
7 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
8 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
9 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
10 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
11 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
12 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
13 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
14 government agency.

15 Each Party agrees to immediately notify each other Party of any judicial or agency
16 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and
17 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
18 communication, before the filing of the Motion for Preliminary Approval, any with third party
19 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
20 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
21 communications with Class Members in accordance with Class Counsel's ethical obligations
22 owed to Class Members.

23 13.3 No Solicitation. The Parties separately agree that they and their respective
24 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
25 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
26 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical
27 obligations owed to Class Members.

28 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
Agreement together with its attached exhibits shall constitute the entire agreement between the
Parties relating to the Settlement, superseding any and all oral representations, warranties,
covenants, or inducements made to or by any Party.

1 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
2 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
3 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
4 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
5 terms of this Agreement including any amendments to this Agreement.

6 13.6 Cooperation. The Parties and their counsel will cooperate with each other and
7 use their best efforts, in good faith, to implement the Settlement by, among other things,
8 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
9 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
10 the form or content of any document necessary to implement the Settlement, or on any
11 modification of the Agreement that may become necessary to implement the Settlement, the
12 Parties will seek the assistance of a mediator and/or the Court for resolution.

13 13.7 No Prior Assignments. The Parties separately represent and warrant that they
14 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
15 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
16 action, or right released and discharged by the Party in this Settlement.

17 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense
18 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
19 Settlement be relied upon as such within the meaning of United States Treasury Department
20 Circular 230 (31 CFR Part 10, as amended) or otherwise.

21 13.9 Modification of Agreement. This Agreement, and all parts of it, may be
22 amended, modified, changed, or waived only by an express written instrument signed by all
23 Parties or their representatives, and approved by the Court.

24 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and
25 inure to the benefit of, the successors of each of the Parties.

26 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
27 be governed by and interpreted according to the internal laws of the state of California, without
28 regard to conflict of law principles.

 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
preparation of this Agreement. This Agreement will not be construed against any Party on the
basis that the Party was the drafter or participated in the drafting.

1 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
2 entered during Action and in this Agreement relating to the confidentiality of information shall
3 survive the execution of this Agreement.

4 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
5 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
6 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
7 connection with the Settlement, may be used only with respect to this Settlement, and no other
8 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
9 or rule of court. Not later than 90 days after the date when the Court discharges the
10 Administrator’s obligation to provide a Declaration confirming the final pay out of all Settlement
11 funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
12 Defendant unless, prior to the Court’s discharge of the Administrator’s obligation, Defendant
13 makes a written request to Class Counsel for the return, rather than the destructions, of Class
14 Data.

15 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement
16 is inserted for convenience of reference only and does not constitute a part of this Agreement.

17 13.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
18 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
19 weekend or federal legal holiday, such date or deadline shall be on the first business day
20 thereafter.

21 13.17 Notice. All notices, demands or other communications between the Parties in
22 connection with this Agreement will be in writing and deemed to have been duly given as of the
23 third business day after mailing by United States mail, or the day sent by email or messenger,
24 addressed as follows:

25 To Plaintiff:
26 David G. Spivak, Esq.
27 The Spivak Law Firm
28 8605 Santa Monica Bl
 PMB 42554
 West Hollywood, CA 90069
 david@spivaklaw.com

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To Defendant:
Ian B. Wieland, Esq.
Sagaser, Watkins & Wieland PC
5260 N. Palm Ave.
Ste. 400
Fresno, CA 93704
ian@sw2law.com

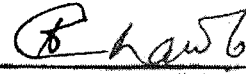
13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 03 / 06 / 2023

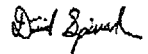
By: 
MARTHA P. BRIANO MARTINEZ

Dated: 05/02/23

By: 
DAVINDER K. CHAWLA
Owner and CEO
NOR CAL FOODS, LLC

THE SPIVAK LAW FIRM


Dated: 03 / 09 / 2023

By: 
DAVID G. SPIVAK, Attorneys for
Plaintiff, MARTHA P. BRIANO
MARTINEZ, and all others similarly
situated

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UNITED EMPLOYEES LAW GROUP

Dated: March 6, 2023

By: 
WALTER L. HAINES, Attorneys for
Plaintiff, MARTHA P. BRIANO
MARTINEZ, and all others similarly
situated

SAGASER, WATKINS & WIELAND PC

Dated: 5/18/23

By: 
IAN B. WIELAND, CHARLES P.
HAMAMJIAN, Attorneys for
Defendant, NOR CAL FOODS, LLC

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EXHIBIT A

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

3 (case name: *Martha P. Briano Martinez v. Nor Cal Foods, LLC* and number SCV-270596)

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

6 **You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Nor Cal Foods, LLC (abbreviate name; “Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by one of Defendant’s employees Martha P. Briano Martinez (“Plaintiff”) and seeks payment of (1) wages and other relief for a class of hourly, non-exempt employees (“Class Members”) who worked for Defendant during the Class Period and did not execute a release of his/her/their claims (April 13, 2018 to the date of preliminary approval of this Settlement); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who worked for Defendant during the PAGA Period and did not execute a release of his/her/their claims (March 22, 2021 to the date of preliminary approval of this Settlement) (“Aggrieved Employees”).

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

15 Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$___ (less withholding) and your Individual PAGA Payment is estimated to be \$___**. 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 Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

19 The above estimates are based on Defendant’s records showing that **you worked ___ Work Weeks** during the Class Period and **you worked ___ Pay Periods** during the PAGA Period. If you believe that you worked more Work Weeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

22 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

1 If you worked for Defendant during the Class Period and did not execute a release of
2 his/her/their claims, and/or the PAGA Period, you have two basic options under the Settlement:

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

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

Defendant 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 Defendant 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 —	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. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
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.

<p>1 You Can Participate in 2 the ___ Final Approval 3 Hearing</p>	<p>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.</p>
<p>5 You Can Challenge the 6 Calculation of Your 7 Work Week / Pay 8 Periods 9 Written Challenges 10 Must be Submitted by 11 _____</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Work Weeks 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 Work Weeks and number of PAGA Period Pay Periods you worked according to Defendant’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.</p>

11 **1. WHAT IS THE ACTION ABOUT?**

12 Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related violations of the Labor Code. 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: David G. Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel.”)

17 Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

20 So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator a retired judge (describe alternative means of negotiation) in an effort to resolve the Action by negotiating an to end 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 Defendant 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, Defendant does not admit any violations or concede the merit of any claims.

1 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
2 believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering
3 the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement
4 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.

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

6 1. Defendant Will Pay \$120,000.00 as the Gross Settlement Amount (Gross
7 Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by
8 the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the
9 Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment,
10 Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be
11 paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the
Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days
after the Judgment entered by the Court become 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.

12 2. Court Approved Deductions from Gross Settlement. At the Final Approval
13 Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
14 from the Gross Settlement, the amounts of which will be decided by the Court at the Final
Approval Hearing:

15 A. Up to \$40,000.00 (33.33% of the Gross Settlement) to Class Counsel for
16 attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have
worked and incurred expenses on the Action without payment.

17 B. Up to \$5,000.00 as a Class Representative Award for filing the Action,
18 working with Class Counsel and representing the Class. A Class Representative Award will be
19 the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any
Individual PAGA Payment.

20 C. Up to \$12,500.00 to the Administrator for services administering the
21 Settlement.

22 D. Up to \$4,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA
23 Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their
PAGA Period Pay Periods.

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

26 If the Work Weeks and/or Class Members as of the date of mediation exceeds the
27 referenced 7,561 Work Weeks by more than 10.00%, the Gross Settlement Amount, including

1 the Class Counsel Fees Payment, the Class Representative Payment, and the LWDA payment,
2 will increase proportionally according to the number of additional Work Weeks.

3 3. Net Settlement Distributed to Class Members. After making the above deductions
4 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
5 Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class
6 Members based on their Class Period Work Weeks.

7 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking
8 the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages
9 (“Wage Portion”) and 66.67% to interest and penalties (“Non-Wage Portion.”). The Wage Portion
10 is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay
11 employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted
12 as penalties rather than wages for tax purposes. The Administrator will report the Individual
13 PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099
14 Forms.

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

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

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

27 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
28 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
Administrator in writing, not later than ___, 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 Defendant.

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
Defendant based on the PAGA Period facts alleged in the Action.

1
2 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
3 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
4 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs
and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not
pay any money and Class Members will not release any claims against Defendant.

5 8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the
6 “Administrator”) to send this Notice, calculate and make payments, and process Class Members’
7 Requests for Exclusion. The Administrator will also decide Class Member Challenges over Work
8 Weeks, 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 9. Participating Class Members’ Release. After the Judgment is final and Defendant
10 has fully funded the Gross Settlement (and separately paid all employer payroll taxes),
11 Participating Class Members will be legally barred from asserting any of the claims released under
12 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
13 Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or
14 related entities for wages based on the Class Period facts and PAGA penalties based on PAGA
15 Period facts, as alleged in the Action and resolved by this Settlement.

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

17 All Participating Class Members, on behalf of themselves and their respective former and
18 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
19 release Released Parties from (i) all claims that were alleged, or reasonably could have
20 been alleged, based on the Class Period facts stated in the Operative Complaint and
21 ascertained in the course of the Action including failure to pay wages, unauthorized and
22 unlawful wage deductions, failure to provide meal periods, failure to authorize and permit
rest periods, failure to indemnify for business expenses, failure to issue proper wage
statements, failure to timely pay wages, failure to maintain required payroll records, and
related allegations. 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.

23 10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and
24 Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes),
25 all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether
26 or not they exclude themselves from the Settlement. This means that all Aggrieved Employees,
27 including those who are Participating Class Members and those who opt-out of the Class
28 Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant
or its related entities based on the PAGA Period facts alleged in the Action and resolved by this
Settlement.

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2 The Aggrieved Employees' Releases for Participating and Non-Participating Class
Members are as follows:

3 All Participating and Non-Participating Class Members who are Aggrieved Employees
4 are deemed to release, on behalf of themselves and their respective former and present
representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
5 Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been
6 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 failure to pay wages, unauthorized and
7 unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest
8 periods, failure to indemnify for business expenses, failure to issue proper wage statements,
failure to timely pay wages, failure to maintain required payroll records, and related allegations.

9 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

10 1. Individual Class Payments. The Administrator will calculate Individual Class
11 Payments by (a) dividing the Net Settlement Amount by the total number of Work Week worked
by all Participating Class Members, and (b) multiplying the result by the number of Work Week
12 worked by each individual Participating Class Member.

13 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA
14 Payments by (a) dividing \$1,000.00 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
15 worked by each individual Aggrieved Employee.

16 3. Workweek/Pay Period Challenges. The number of Class Work Weeks you worked
17 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have
18 until ___ to challenge the number of Work Weeks 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.
19 Section 9 of this Notice has the Administrator's contact information.

20 You need to support your challenge by sending copies of pay stubs or other records. The
Administrator will accept Defendant's calculation of Work Weeks and/or Pay Periods based on
21 Defendant'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
22 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
23 Participating Class Members) and Defendant's Counsel. The Administrator's decision is final.
24 You can't appeal or otherwise challenge its final decision.

25 **5. HOW WILL I GET PAID?**

26 1. Participating Class Members. The Administrator will send, by U.S. mail, a single
27 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)

1 including those who also qualify as Aggrieved Employees. The single check will combine the
2 Individual Class Payment and the Individual PAGA Payment.

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

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

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

10 Submit a written and signed letter with your name, present address, telephone number,
11 and a simple statement that you do not want to participate in the Settlement. The Administrator
12 will exclude you based on any writing communicating your request be excluded. Be sure to
13 personally sign your request, identify the Action as *Martha P. Briano Martinez vs. Nor Cal Foods,
14 LLC*, Case No. SCV-270596, and include your identifying information (full name, address,
15 telephone number, approximate dates of employment, and social security number for verification
16 purposes). You must make the request yourself. If someone else makes the request for you, it
17 will not be valid. **The Administrator must be sent your request to be excluded by ___, or it
18 will be invalid.** Section 9 of the Notice has the Administrator's contact information.

19 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

20 Only Participating Class Members have the right to object to the Settlement. Before deciding
21 whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to
22 approve. At least ___ days before the ___ Final Approval Hearing, Class Counsel and/or Plaintiff
23 will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons
24 why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service
25 Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation
26 expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award.
27 Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice)
28 will send you copies of these documents at no cost to you. You can also view them on the
Administrator's Website ([url](#)) or the Court's website ([url](#)).

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, *Martha P. Briano
Martinez vs. Nor Cal Foods, LLC*, case no. SCV-270596, and include your name, current address,
telephone number, and approximate dates of employment for Defendant and sign the objection.
Section 9 of this Notice has the Administrator's contact information.

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

6 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

7 You can, but don't have to, attend the Final Approval Hearing on ___ at (time) in Department 19
8 of the Sonoma County Superior Court, located at Hall of Justice, 600 Administration Avenue,
9 Room 107J, Santa Rosa, CA 95403-2878. At the Hearing, the judge will decide whether to grant
10 Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class
11 Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class
12 Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to
13 attend) either personally or virtually via ___ ([https://www. ____](https://www.____)). Check the Court's website for
14 the most current information.

15 It's possible the Court will reschedule the Final Approval Hearing. You should check the
16 Administrator's website ___ beforehand or contact Class Counsel to verify the date and time of
17 the Final Approval Hearing.

18 **9. HOW CAN I GET MORE INFORMATION?**

19 The Agreement sets forth everything Defendant and Plaintiff have promised to do under the
20 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
21 Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send
22 an email to Class Counsel or the Administrator using the contact information listed below, or
23 consult the Superior Court website by going to ([http://www. ____ .aspx](http://www.____.aspx)) and entering the Case
24 Number for the Action, Case No. SCV-270596. You can also make an appointment to personally
25 review court documents in the Clerk's Office at the Sonoma County Superior Court by calling ___.

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

28 Class Counsel:

Name of Attorney:	David G. Spivak
Email Address:	david@spivaklaw.com
Name of Firm:	The Spivak Law Firm
Mailing Address:	8605 Santa Monica Bl PMB 42554 West Hollywood, CA 90069
Telephone:	(213) 725-9094

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Defense Counsel:

Name of Attorney: Ian B. Wieland, Charles P. Hamamjian
Email Address: Ian@sw2law.com, Charles@sw2law.com
Name of Firm: Sagaser, Watkins, & Wieland, PC
Mailing Address: 5260 N. Palm, Suite 400
Fresno, CA 93704
Telephone: (559) 421-7000
Administrator:

Name of Company: CPT Group, Inc.
Email Address: _____
Mailing Address: _____
Telephone: _____
Fax Number: _____

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 Unclaimed Property Fund _____ for instructions on how to retrieve the funds
- you will have no way to recover the money.

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.