

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA**

ANA LIL CAMPOS, individually and on  
behalf of others similarly situated, and as an  
aggrieved employee and Private Attorney  
General,

Plaintiff,

vs.

CALIFORNIA CEREAL PRODUCTS, INC.,  
a California corporation; and DOES 1 through  
50, inclusive,

Defendants.

Lead Case No.: 22CV009272

*Assigned for all purposes to the Hon. Julia  
Spain, Dept. 520*

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

Complaint Filed: April 1, 2022  
FAC Filed: June 6, 2022  
Trial Date: None Set

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

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Ana Lili Campos (“Plaintiff”), individually and on behalf of all other similarly situated and alleged aggrieved employees, and as a representative of the State of California on the one hand, and Defendant California Cereal Products, Inc. (“Defendant”) on the other hand in the lawsuit entitled *Campos v. California Cereal Products, Inc.*, filed in the Alameda County Superior Court, Case No. 22CV009272. Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

### **DEFINITIONS**

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Action” means the court action entitled “*Ana Lili Campos v. California Cereal Products, Inc.*, Alameda County Case No. 22CV009272, initiated on or around April 1, 2022, the First Amended Complaint (“FAC”) filed on or around June 6, 2022, as well as the claims asserted in Plaintiff’s correspondence of March 30, 2022 to the Labor and Workforce Development Agency seeing penalties against Defendant for violations under the California Labor Code under the Private Attorneys General Act of 2004 (hereinafter the “LWDA Letter.”).

3. “Class Counsel” means Heather Davis, Amir Nayebdadash and Carlos Jimenez of Protection Law Group LLP. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed thirty-five (35%) of the Gross Settlement Amount, *i.e.* Two Hundred Sixty-Two Thousand Five Hundred Dollars and No Cents (\$262,500.00) and the reimbursement of reasonable costs and expenses associated with the litigation and settlement of the Action, not to exceed Twenty-Five Thousand Dollars (\$25,000.00), subject to the Court’s approval. Defendant

1 has agreed not to oppose Class Counsel's request for fees and reimbursement of reasonable costs  
2 and expenses in the amount set forth above.

3 5. "Class List" means a complete list of all Class Members that Defendant will in good  
4 faith compile from their records and provide to the Settlement Administrator within fourteen (14)  
5 calendar days after service of the Order granting Preliminary Approval of this Settlement. The  
6 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include  
7 Class Member's: (1) full name; (2) last known home address; (3) last known telephone number;  
8 (4) social security number; (5) dates of employment (i.e., hire dates, and, if applicable, re-hire  
9 date(s) and/or separation date(s)); (6) total Workweeks during the Class Period; (7) total  
10 Workweeks during the PAGA Period; and (8) any other reasonable information required by the  
11 Settlement Administrator in order to effectuate the terms of the Settlement. This is a material term  
12 of the Agreement, and if Defendant fails to comply, Plaintiff shall have the option to void this  
13 Agreement.

14 6. "Class" or "Class Members" means all current and former non-exempt employees  
15 of California Cereal Products, Inc. employed in the state of California at any time during the Class  
16 Period.

17 7. "Class Period" means the period from April 1, 2018, through and ending on either  
18 the date of Preliminary Approval of the Settlement by the Court or ninety (90) days from the date  
19 of mediation, *i.e.*, April 18, 2023, whichever date occurs earlier".

20 8. "Class Representative" means Plaintiff Ana Lili Campos in her capacity as a  
21 representative of the Class Members.

22 9. "Class Representative Enhancement Payment" means the amount that the Court  
23 authorizes to be paid to Plaintiff in addition to his Individual Settlement Payment, in recognition  
24 of the effort and risk she has taken in assisting with the prosecution of the Action and in exchange  
25 for a General Release of her claims as provided herein.

26 10. "Court" means the Superior Court of the State of California for the County of  
27 Alameda.

28 11. "Defendant" means California Cereal Products, Inc.

1           12.     “Effective Date” means the later of the following: (a) the Court enters a Judgment  
2 on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The  
3 Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member  
4 objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class  
5 Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the  
6 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms  
7 the Judgment and issues a remittitur.

8           13.     “Employer Taxes” means employer-funded taxes and contributions imposed on the  
9 wage portions of the Individual Settlement Payments under the Federal Insurance Contributions  
10 Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions  
11 required of employers, such as for unemployment insurance.

12           14.     “Final Approval” means the date of final affirmation of the Court’s signed Order  
13 and Judgment granting final approval of this Settlement.

14           15.     “General Release” means the broader release of all claims, known or unknown, by  
15 Plaintiff in the Action, which is in addition to Plaintiff’s release of claims as a Participating Class  
16 Member.

17           16.     “Gross Settlement Amount” means the sum of Seven Hundred Fifty Thousand  
18 Dollars and Zero Cents (\$750,000.00) which shall be paid by Defendant into a Qualified  
19 Settlement Fund (QSF). The Gross Settlement Amount is non-reversionary, no portion of the  
20 Gross Settlement Amount will return to Defendant and includes: (1) payments to the Class, (2)  
21 Class Counsel’s fees, (3) Class Counsel’s costs, (4) Settlement Administration Costs, (5) Class  
22 Representative Enhance Payment to Plaintiff; and (6) the PAGA Payment to the LWDA and  
23 PAGA Members. The Gross Settlement Amount is exclusive of the employer’s share of any  
24 applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendant  
25 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount plus  
26 any applicable employer-side payroll taxes shall be the maximum amount Defendant is required  
27 to pay under the Settlement. In the event that the consideration due under this Agreement is not  
28 paid, then the Settlement is voidable at the option of Plaintiff. Payment shall be made per the terms

1 of this Agreement. If the Agreement is voided, then the time for Plaintiff to bring class and/or  
2 aggrieved employee claims, will be tolled from the date that this Agreement is fully executed.

3 17. "Individual Settlement Payment" means the amount payable from the Net  
4 Settlement Amount to each Participating Class Member and any payment a PAGA Member is  
5 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement  
6 Payments shall be paid by a Settlement Check made payable to Participating Class Members and/or  
7 PAGA Members.

8 18. "Net Settlement Amount" means the funds available for payments to the Class,  
9 which shall be the amount remaining after the following amounts are deducted from the Gross  
10 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement  
11 Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the  
12 PAGA Payment to the LWDA and PAGA Members.

13 19. "Notice" means the Notice of Class Action Settlement in a form substantially  
14 similar to the form attached hereto as **Exhibit A**, in both English and Spanish, that will be mailed  
15 to Class Members' last known addresses, and which will provide Class Members with information  
16 regarding the Action and information regarding the settlement of the Action.

17 20. "PAGA" means the California Labor Code Private Attorneys General Act of 2004  
18 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

19 21. "PAGA Payment" means the payment to the State of California Labor and  
20 Workforce Development Agency ("LWDA") for its seventy-five percent (75%) share of the total  
21 amount allocated toward penalties under the PAGA and payments to the PAGA Members of their  
22 (25%) share of the total amount allocated toward penalties under the PAGA, all of which are to be  
23 paid from the Gross Settlement Amount. The Parties have agreed that Fifty Thousand Dollars and  
24 Zero Cents (\$50,000.00) of the Gross Settlement Amount will be allocated toward penalties under  
25 the PAGA of which Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00)  
26 will be paid to the LWDA and Twelve Thousand Five Hundred Dollars and Zero Cents  
27 (\$12,500.00) will be distributed to PAGA Members on a pro rata basis based on Workweeks  
28 worked by the PAGA Members within the PAGA Period. PAGA Members will receive payment

1 from the employee portion of the PAGA Payment and will be deemed to have released any claims  
2 arising out of PAGA regardless of their decision to participate in the class action if the PAGA  
3 Payment is approved by the Court.

4 22. "PAGA Period" means the period from March 30, 2021, through and ending on  
5 either the date of Preliminary Approval of the Settlement by the Court or ninety (90) days from  
6 the date of mediation, *i.e.*, April 18, 2023, whichever date occurs earlier.

7 23. "PAGA Members" means Class Members who were employed by Defendant  
8 during the PAGA Period.

9 24. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either  
10 Plaintiff or Defendant, individually.

11 25. "Participating Class Members" means all Class Members who do not submit valid  
12 and timely Requests for Exclusion. No claim form is required for a Class Member to become a  
13 Participating Class Member.

14 26. "Plaintiff" means Ana Lili Campos.

15 27. "Preliminary Approval" means the Court order granting preliminary approval of  
16 the Settlement Agreement.

17 28. "Objection" means a Class Member's valid and timely written objection to the  
18 Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response  
19 Deadline and include: (a) the objector's full name, signature, address, telephone number, the  
20 approximate dates of employment at Defendant in California, last four digits of the Class  
21 Member's social security number or employee ID number; (b) the case name and number; (c) a  
22 written statement of all grounds for the objection accompanied by legal support, if any, for such  
23 objection; (d) copies of any papers, briefs, or other documents upon which the objection is based,  
24 if any; and (e) a statement describing whether the objector intends to appear at the Final Approval  
25 Hearing, either in person or through counsel at the Class Member's expense.

26 29. "Released Class Claims" means all claims, rights, demands, liabilities and causes  
27 of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the  
28 operative complaint in the Action, including factual claims regarding Defendant's alleged: (i)

1 failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide  
2 meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation  
3 in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide  
4 complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or  
5 resignation; (vii) failure to provide timely pay wages during employment; and (viii) unfair business  
6 practices.

7 30. “Released PAGA Claims” means all claims under the California Labor Code  
8 Private Attorneys General Act of 2004 for civil penalties that could have been premised on the  
9 facts alleged both in Plaintiff’s March 30, 2022 PAGA Letter to the LWDA and in the operative  
10 complaint including but not limited to penalties that could have been awarded pursuant to Labor  
11 Code sections 210, 226.3, 1197.1, 558, and 2699.

12 31. “Released Parties” means Defendant California Cereal Products, Inc. (collectively  
13 “Defendant”) and its past, present and/or future, direct and/or indirect, officers, directors,  
14 members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders,  
15 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,  
16 assigns, and joint venturers.

17 32. “Request for Exclusion” means a valid and timely written statement submitted by  
18 a Class Member requesting to be excluded from the Action. To be effective, the Request for  
19 Exclusion must be submitted by the Response Deadline and contain (a) the Class Member’s name,  
20 signature, address, telephone number, dates of employment at Defendant in California, and the last  
21 four digits of the Class Member’s Social Security number and/or the Employee ID number (b) the  
22 case name and number; and (c) a clear statement requesting to be excluded from the settlement of  
23 the class claims similar to the following: “I wish to exclude myself from the class settlement  
24 reached in the matter of “*Ana Lili Campos v. California Cereal Products, Inc.*”, Alameda County  
25 Case No. 22CV009272, I understand that by excluding myself, I will not receive money from the  
26 settlement of my individual claims.” To be effective, the Request for Exclusion must be post-  
27 marked by the Response Deadline and received by the Settlement Administrator. The Request for  
28

1 Exclusion shall not be effective as to the Released PAGA Claims as Class Members have no right  
2 to exclude themselves (opt-out) of the PAGA component of the Settlement.

3 33. "Response Deadline" shall be sixty (60) calendar days after the Settlement  
4 Administrator mails Notice to Class Members and the last date on which Class Members may  
5 submit Requests for Exclusion, Objections to the Settlement, or Workweek Disputes. In the event  
6 the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the  
7 next day on which the U.S. Postal Service is open. The Response Deadline for Requests for  
8 Exclusion or Objections will be extended fifteen (15) calendar days for any Class Member who is  
9 re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or  
10 Federal holiday, in which case the Response Deadline will be extended to the next day on which  
11 the U.S. Postal Service is open. The Response Deadline may also be extended by express  
12 agreement between Class Counsel and Defendant. Under no circumstances, however, will the  
13 Settlement Administrator have the authority to unilaterally extend the deadline for Class Members  
14 to submit a Request for Exclusion or Objection to the Settlement.

15 34. "Settlement" means the disposition of the Action pursuant to this Agreement.

16 35. "Settlement Administrator" means ILYM Group, Inc. The Parties each represent  
17 that they do not have any financial interest in the Settlement Administrator or otherwise have a  
18 relationship with the Settlement Administrator that could create a conflict of interest.

19 36. "Settlement Administration Costs" mean the costs payable from the Gross  
20 Settlement Amount to the Settlement Administrator for administering this Settlement, including,  
21 but not limited to, printing, distributing, and tracking documents for this Settlement,  
22 calculating/confirming the class member Workweeks from the information contained in the Class  
23 List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting,  
24 distributing the Gross Settlement Amount, providing necessary reports and declarations, and other  
25 duties and responsibilities set forth herein to process this Settlement, and as requested by the  
26 Parties. Settlement Administration Costs shall not exceed Eight Thousand Six Hundred Dollars  
27 and Zero Cents (\$8,600.00).



37. “Workweek” shall mean any calendar week during which a Class Member/PAGA Member worked at least one (1) day for Defendant during the Class Period and/or PAGA Period, and based on hire dates, re-hire dates and termination dates.

#### TERMS OF AGREEMENT

38. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments, Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of a potential increase in the number of Workweeks as set forth below in paragraph 39, Defendant shall not be required to pay more than the Gross Settlement Amount plus any applicable employer-side payroll taxes. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

39. Potential Increase to the Gross Settlement Amount: Defendant represented there were approximately 10,103 Workweeks (worked by 119 Class Members) within the Class Period through the date of mediation (i.e., January 18, 2022). Should the actual number of Workweeks increase by more than ten percent (10%) (i.e., by more than 1,010 additional Workweeks) through the Class Period, Defendant shall increase the Gross Settlement Amount proportionally by the Workweeks in excess of 1,010 multiplied by the Workweek value (for example, if the number of Workweeks increases by 11% to 11,214 total Workweeks, the Gross Settlement Amount will increase by 1%).

40. Funding of the Gross Settlement Amount: Within thirty (30) calendar days of the Effective Date of the Settlement, as defined in this Agreement, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no

1 later than fourteen (14) calendar days of the Effective Date. This information shall be kept  
2 confidential by Plaintiff. Defendant may not vary from the Court approved scheduling for the  
3 funding of the Gross Settlement Amount unless the Parties agree otherwise; it is not anticipated  
4 there would be a need to alter the funding date. If Defendant has an objection to the Court approved  
5 funding timeline, Defendant must seek *ex parte* relief from the Court about its objection, unless  
6 Plaintiff agrees with Defendant otherwise.

7 41. Distribution of the Gross Settlement Amount: No later than seven (7) calendar days  
8 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)  
9 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development  
10 Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's Fees and Costs  
11 and (e) Settlement Administration Costs.

12 42. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or  
13 motion by Class Counsel for attorneys' fees of not more than Two Hundred Sixty-Two Thousand  
14 Five Hundred Dollars and No Cents (\$262,500.00) plus the reimbursement of reasonable costs and  
15 expenses associated with the litigation and settlement of the Action, in an amount not to exceed  
16 Twenty-Five Thousand Dollars and No Cents (\$25,000.00), both of which will be paid from the  
17 gross Settlement Amount. Any portion of the requested fees or costs that are not awarded to the  
18 Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating  
19 Class Members as provided in this Agreement.

20 43. Class Representative Enhancement Payment: Defendant agrees not to oppose or  
21 object to any application or motion by Plaintiff for Class Representative Enhancement Payment of  
22 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). The Class Representative  
23 Enhancement Payment is in exchange for the General Release of the Plaintiff's individual claims  
24 and for his time, effort and risk in bringing and prosecuting the Action. Any portion of the  
25 requested Class Representative Enhancement Payment that is not awarded to the Class  
26 Representative shall be reallocated to the Net Settlement Amount and distributed to Participating  
27 Class Members as provided in this Agreement.

44. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Eight Thousand Six Hundred Dollars and Zero Cents (\$8,600.00).

45. PAGA Payment: Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), to the California Labor and Workforce Development Agency ("LWDA"). Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) will be distributed to PAGA Members on a pro rata basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment and will be deemed to have released any claims arising out of PAGA as set forth in paragraph 30 above regardless of their decision to opt-out of the class settlement.

46. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	750,000.00
Enhancement Payment:	\$	7,500.00
Class Counsel's Fees:	\$	262,500.00
Class Counsel's Costs:	\$	25,000.00
PAGA Payment	\$	50,000.00
Settlement Administration Costs:	\$	<u>8,600.00</u>
<b>Estimated Net Settlement Amount</b>	\$	<b>396,400.00</b>

47. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount that includes the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

1 a) Calculation of Class Portion of Individual Settlement Payments:

2 The Settlement Administrator will calculate the total Workweeks for all Participating Class  
3 Members by adding the number of Workweeks worked by each Participating Class Member during  
4 the Class Period. The respective Workweeks for each Participating Class Member will be divided  
5 by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for  
6 each Participating Class Member. Each Participating Class Member's Payment Ratio will then be  
7 multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated  
8 share of the Net Settlement Amount: (Participating Class Member's Workweeks ÷ Workweeks  
9 during Class Period) × Net Settlement Amount.

10 b) Calculation of PAGA Portion of Individual Settlement Payments:

11 The Settlement Administrator will calculate the total Workweeks for all PAGA Members by  
12 adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The  
13 respective Workweeks for each PAGA Member will be divided by the total Workweeks for all  
14 PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's  
15 Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate  
16 each PAGA Member's estimated share of the PAGA Payment: (PAGA Member's Workweeks ÷  
17 Workweeks during PAGA Period) x \$12,500.00 (the employee portion of the PAGA Payment).  
18 PAGA Members shall receive this portion of their Individual Settlement Payment and will be  
19 deemed to have released any claims arising out of PAGA as set forth in paragraph 30 above  
20 regardless of whether they opt out of the participation regarding the class claims. Each individual's  
21 calculated Class portion and PAGA portion, if any, will be added together to arrive at the Individual  
22 Settlement Amount.

23 c) Allocation of Individual Settlement Payments: All Individual

24 Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual  
25 Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as interest,  
26 and forty (40%) shall be allocated as penalties, including PAGA penalties, if any. The portion of  
27 the Individual Settlement Payment allocated to wages will be reported by the Settlement  
28 Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an

1 IRS Form-1099 by the Settlement Administrator. Individual Settlement Payments shall be paid  
2 exclusively from the QSF, pursuant to the settlement formula set forth herein. Also for tax  
3 purposes, the Parties agree that 100% of each PAGA Members' individual payment amount shall  
4 constitute penalties and each PAGA Member will be issued an IRS Form-1099 for such payment  
5 to him or her, if required by law. Neither Counsel for Plaintiff nor Defendant intend anything  
6 contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything  
7 in this Agreement be relied upon as such within the meaning of United States Treasury Department  
8 Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

9 48. No Credit Toward Benefit Plans: The Individual Settlement Payments made to  
10 Participating Class Members under this Settlement, as well as any other payments made pursuant  
11 to this Settlement, will not modify any previously credited hours or service under any employee  
12 benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not  
13 form the basis for additional contributions to, benefits under, or any other monetary entitlement  
14 under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments  
15 made under the terms of this Stipulation shall not be applied retroactively, currently, or on a going  
16 forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of  
17 the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the  
18 right to modify the language of their benefit plans, policies and bonus programs to effectuate this  
19 intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours  
20 worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable  
21 plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other  
22 purpose, and that additional contributions or benefits are not required by this Settlement.

23 49. Settlement Administration Process: The Parties agree to cooperate in the  
24 administration of the Settlement and to make all reasonable efforts to control and minimize the  
25 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will  
26 provide the following services:

27 a) Establish and maintain a Qualified Settlement Fund.  
28

b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.

c) Print and mail the Notice.

d) Conduct additional address searches for mailed Notices that are returned as undeliverable.

e) Process Requests for Exclusion, field inquiries from Class Members.

f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.

g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.

h) Provide weekly status reports to counsel for the Parties.

i) Posting a notice of final judgment online at Settlement Administrator's website.

j) Translate the Notice from English to Spanish.

50. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator, which will be kept confidential from Plaintiff and Class Counsel. This is a material term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the option to void this Agreement.

51. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

52. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no

1 forwarding address is provided, the Settlement Administrator will promptly attempt to determine  
2 the correct address using a skip-trace, or other search using the name, address telephone number  
3 and/or Social Security number of the Class Member involved and will then perform a single re-  
4 mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as  
5 undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the  
6 current address from the Class Member and provide the same within seven (7) calendar days of  
7 notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice,  
8 whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15)  
9 calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an Objection  
10 to the Settlement.

11 53. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)  
12 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;  
13 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked  
14 for Defendant during the Settlement Class Period; (e) each Class Member's estimated Individual  
15 Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates  
16 which comprise the Class Period; (g) the deadlines by which the Class Member must postmark  
17 Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (h) the claims to be  
18 released, as set forth herein; and (j) the date for the final approval hearing.

19 54. Disputed Information on Notice: Class Members will have an opportunity to  
20 dispute the information provided in their Notice. To the extent Class Members dispute the number  
21 of Workweeks with which they have been credited or the amount of their Individual Settlement  
22 Payment, Class Members may produce evidence to the Settlement Administrator showing that  
23 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's  
24 records will be presumed determinative. However, if a Class Member produces evidence to the  
25 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class  
26 Member and the Parties will make the final decision as to the number of eligible Workweeks that  
27 should be applied and/or the Individual Settlement Payment to which the Class Member may be  
28



entitled, in the event that Defendant cannot make this determination themselves. If the Parties do not agree, the dispute will be submitted to the Court.

55. Defective Submissions: If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

56. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the Action must sign and postmark a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name, signature, address, telephone number, dates of employment at Defendant in California, and the last four digits of the Class Member's Social Security number and/or the Employee ID number; (b) the case name and number; and (c) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the class settlement reached in the matter of *Ana Lili Campos v. California Cereal Products, Inc.*", Alameda County Case No. 22CV009272, I understand that by excluding myself, I will not receive money from the settlement of my individual claims." The date of the postmark on the return mailing envelope receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the Action will be bound by all terms of the Settlement



1 Agreement if the Settlement is granted final approval by the Court and deemed Effective under  
2 this Agreement. The Request for Exclusion shall not be effective as to the release of claims arising  
3 under the Private Attorneys General Act.

4 57. Defendant's Right to Rescind: If Class Members representing more than the  
5 aggregate total of five percent (5.0%) of the Class Members opt-out of the Settlement, Defendant  
6 may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will  
7 be thereby null and void. Defendant must give written notice to Class Counsel of its intent to  
8 rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator  
9 notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Agreement,  
10 Defendant shall be responsible for all Settlement Administration Costs incurred to the date of  
11 rescission. In such a case, the Parties and any funds to be awarded under this Settlement  
12 Agreement shall be returned to their respective statuses as of the date and time immediately prior  
13 to the execution of this Agreement, and the Parties shall proceed in all respects as if this Settlement  
14 Agreement had not been executed, except that any fees already incurred by the Settlement  
15 Administrator shall be paid by Defendant.

16 58. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the  
17 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively  
18 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by  
19 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment  
20 that may be entered by the Court if it grants final approval to the Settlement. Class Members who  
21 opt-out of the Settlement shall not be bound by such Judgment or release. The names of Class  
22 Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiff  
23 and Defendant and noted in the proposed Judgment submitted to the Court.

24 59. Objection Procedures: To object to the Settlement, a Participating Class Member  
25 must postmark a valid Objection to the Settlement Administrator on or before the Response  
26 Deadline. The Objection must be signed by the Participating Class Member and contain all  
27 information required by this Settlement Agreement including the employees full name, address,  
28 telephone number, the last four digits of their social security number and/or Employee ID number,

1 and the specific reason including any legal grounds for the Participating Class Members objection.  
2 The postmark date will be deemed the exclusive means for determining that the Notice of  
3 Objection is timely. Participating Class Members who fail to object in the manner specified above  
4 will be foreclosed from making a written objection, but shall still have a right to appear at the Final  
5 Approval Hearing in order to have their objections heard by the Court. At no time will any of the  
6 Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to  
7 submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel  
8 will not represent any Class Members with respect to any objections to this Settlement.

9 60. Certification Reports Regarding Individual Settlement Payment Calculations: The  
10 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report  
11 which certifies: (a) the number of Class Members who have submitted valid Requests for  
12 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member  
13 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement  
14 Administrator will provide counsel for both Parties any updated reports regarding the  
15 administration of the Settlement Agreement as needed or requested.

16 61. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator  
17 to Participating Class Members and PAGA Members will be negotiable for at least one hundred  
18 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his  
19 or her Settlement Check or PAGA Payment check within 180 days, the uncashed funds, subject to  
20 Court approval, shall be distributed to the Controller of the State of California to be held pursuant  
21 to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those  
22 Participating Class Members and PAGA Members who did not cash their checks until such time  
23 that they claim their property. The Parties agree that this disposition results in no "unpaid residue"  
24 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out  
25 to Participating Class Members and PAGA Members, whether or not they all cash their Settlement  
26 Checks or PAGA payment checks. Therefore, Defendant will not be required to pay any interest  
27 on such amounts. The Individual Settlement Payments provided to Participating Class Members  
28 and to PAGA Members shall prominently state the expiration date or a statement that the

1 Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement  
2 may be made in a letter accompanying the Individual Settlement Payment. Expired Individual  
3 Settlement Payments will not be reissued, except for good cause and as mutually agreed by the  
4 Parties in writing. The parties agree no unclaimed funds will result from the settlement.

5 62. Administration of Taxes by the Settlement Administrator: The Settlement  
6 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class  
7 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant  
8 to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll  
9 taxes and penalties to the appropriate government authorities.

10 63. Tax Liability: Defendant makes no representation as to the tax treatment or legal  
11 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not  
12 relying on any statement, representation, or calculation by Defendant or by the Settlement  
13 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that  
14 they will be solely responsible for the payment of any taxes and penalties assessed on the payments  
15 described herein. Defendant's share of any employer payroll taxes and other required employer  
16 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's  
17 FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement  
18 Amount.

19 64. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,  
20 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,  
21 an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written  
22 communication or disclosure between or among the Parties or their attorneys and other advisers,  
23 is or was intended to be, nor shall any such communication or disclosure constitute or be construed  
24 or be relied upon as, tax advice within the meaning of United States Treasury Department circular  
25 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon  
26 his, her or its own, independent legal and tax counsel for advice (including tax advice) in  
27 connection with this Agreement, (b) has not entered into this Agreement based upon the  
28 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not

entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

65. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

66. Release by Participating Class Members: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes, Participating Class Members shall fully and finally release and discharge the Released Parties from the Released Class Claims that arose during the Class Period. This release shall be binding on all Participating Class Members.

67. Release by Plaintiff, State of California, LWDA and PAGA Members: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes, Plaintiff, the LWDA, the State of California, through Plaintiff as its agent and/or proxy, any another representative, proxy, or agent thereof, including but not limited to any and all PAGA Members, shall fully and finally release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative action to the broadest extent possible by law if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA based on the same factual predicate as the Action and covering the same time.

68. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross Settlement Amount and all applicable employer-side payroll taxes, Plaintiff for herself and her spouse, heirs and assigns, fully and finally release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature

1 and description whatsoever, known or unknown, suspected or unsuspected, asserted or that might  
2 have been asserted, whether in tort, contract, equity, or otherwise, arising out of Plaintiff's  
3 employment with Defendant, payment of wages during that employment and the cessation of that  
4 employment and/or violation of any federal, state or local statute, rule, ordinance or regulation,  
5 and/or arising out of any matter whatsoever which occurred prior to the Effective Date of this  
6 Agreement.. Such claims include but are not limited to any and all Released Class Claims and  
7 Released PAGA Claims and termination thereof, California Civil Code, to include §§3287, 3336  
8 and 3294; 12 CCR §11040; 8 CCR § 11060; California Code of Civil Procedure §1021.5;  
9 California common law of contract; 29 CFR §778.223; and 29 CFR §778.315; federal common  
10 law and, to the extent permitted by law, the Employee Retirement Income Security Act, 29 U.S.C.  
11 §§1001, *et seq.* (ERISA) §778.315; and federal common law. This release excludes the release of  
12 claims not permitted by law. Plaintiff's General Release includes all claims, whether known or  
13 unknown. Even if Plaintiff discovers facts in addition to or different from those they now know or  
14 believe to be true with respect to the subject matter of Plaintiff's General Release, those claims  
15 will remain released and forever barred. Specifically, Plaintiff waives all rights and benefits  
16 afforded by California Civil Code Section 1542, which provides:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
18 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
19 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
20 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
21 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
22 DEBTOR OR RELEASED PARTY.

23 Notwithstanding the foregoing, Plaintiff does not waive or release any claim which cannot be  
24 waived or released by private agreement. Further, nothing in this Agreement shall prevent Plaintiff  
25 from filing a charge or complaint with, or from participating in, an investigation or proceeding  
26 conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency  
27 charged with the enforcement of any employment or other applicable laws. Plaintiff, however,  
28 understands that by signing this Agreement, she waives the right to recover any damages or to

1 receive other relief in any claim or suit brought by or through the EEOC, the DFEH/ CRD or any  
2 other state or local deferral agency on their behalf to the fullest extent permitted by law, but  
3 expressly excluding any monetary award or other relief available from the SEC/OSHA, including  
4 an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

5       69. Nullification of Settlement Agreement: In the event that: (a) the Court does not  
6 enter the Preliminary Approval Order and approve the Released Claims specified herein without  
7 requiring material changes to the “Basic Settlement Terms” defined as relating to the monetary  
8 sums to be paid in the Settlement, the parameters of the Released Claims and the covered Class  
9 Period, revisions to the Increase in Workweeks provision contained herein; and revisions to  
10 Defendant’s Option to Nullify the Settlement Agreement provision contained herein; (b) the Court  
11 does not finally approve the Settlement without requiring material changes to the Basic Settlement  
12 Terms as provided herein; (c) the Court strikes or does not approve any material term of this  
13 Settlement Agreement; (d) Defendant exercises its option to nullify the Settlement Agreement  
14 based on an excessive number of opt-outs, as described in the above; or (e) the Settlement does  
15 not become final as written and agreed to by the Parties for any other reason, then this Settlement  
16 Agreement, and any documents generated to bring it into effect, will be null and void, all amounts  
17 deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their  
18 original respective positions. Any order or judgment entered by the Court in furtherance of this  
19 Settlement Agreement will likewise be treated as void from the beginning and the Stipulations and  
20 Recitals contained herein shall be of no force or effect and shall not be treated as an admission by  
21 the Parties or their counsel. Should the Court fail to approve this settlement for any reason, the  
22 Parties agree that they will return to and attend mediation with a mutually agreed Mediator in an  
23 effort to reach a settlement that may be approved by the Court, unless the Parties are able to resolve  
24 the issue without resort to a mediator

25       70. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to  
26 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
27 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes  
28 only, (b) Preliminary Approval of the proposed Settlement Agreement and Notice to Class

Members, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as **Exhibit A**. Defendant agrees that it will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to fully and completely approve the Agreement as to the Action will result in this Settlement Agreement and the Memorandum of Understanding entered into by the Parties, and all obligations under this Settlement Agreement and the Memorandum of Understanding being nullified and voided.

71. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) Class Counsel's Fees and Costs; (c) the Class Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval and will provide a draft to Defendant's counsel for review before filing. Any failure by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any Order by another Court with regard to any of the Action which has the effect of modifying material terms of this Agreement as described above or preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void. Defendant agrees it shall not oppose the granting of the Motion for Final Approval, provided Defendant has not exercised its right to rescind pursuant to the terms of this Agreement.

72. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment and Effective Date of this Agreement, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the



1 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration  
2 matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth  
3 in this Settlement.

4 73. Exhibits Incorporated by Reference: The terms of this Settlement include the terms  
5 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
6 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

7 74. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute  
8 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral  
9 agreements in relation to settlement terms may be deemed binding on the Parties.

10 75. Amendment or Modification: This Settlement Agreement may be amended or  
11 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
12 interest.

13 76. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant  
14 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
15 Settlement Agreement and to take all appropriate action required or permitted to be taken by such  
16 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other  
17 documents required to effectuate the terms of this Settlement Agreement. The Parties and their  
18 counsel will cooperate with each other and use their best efforts to affect the implementation of  
19 the Settlement. If the Parties are unable to reach agreement on the form or content of any document  
20 needed to implement the Settlement, or on any supplemental provisions that may become  
21 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court  
22 or Mediator to resolve such disagreement.

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

26 78. California Law Governs: All terms of this Settlement Agreement and Exhibits  
27 hereto will be governed by and interpreted according to the laws of the State of California.  
28



1           79.     Execution and Counterparts: This Settlement Agreement is subject only to the  
2 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
3 counterparts. All executed counterparts and each of them, including facsimile and scanned copies  
4 of the signature page, will be deemed to be one and the same instrument provided that counsel for  
5 the Parties will exchange among themselves original signed counterparts.

6           80.     Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe  
7 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have  
8 arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation,  
9 taking into account all relevant factors, present and potential. The Parties further acknowledge that  
10 they are each represented by competent counsel and that they have had an opportunity to consult  
11 with their counsel regarding the fairness and reasonableness of this Settlement.

12           81.     Invalidity of Any Provision: Before declaring any provision of this Agreement  
13 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible  
14 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
15 enforceable.

16           82.     Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to  
17 class certification for purposes of this Settlement only; except, however, that either party may  
18 appeal any court order that materially alters the Settlement Agreement's terms.

19           83.     Class Action Certification for Settlement Purposes Only: The Parties agree to  
20 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the  
21 Settlement is not approved, the stipulation to certification will be void. The Parties further agree  
22 that certification for purposes of the Settlement is not an admission that class action certification  
23 is proper under the standards applied to contested certification motions and that this Agreement  
24 will not be admissible in this or any other proceeding as evidence that either: (a) a class action  
25 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according  
26 to the Settlement's terms.

27           84.     Non-Admission of Liability: The Parties enter into this Agreement to resolve the  
28 dispute that has arisen between them and to avoid the burden, expense and risk of continued

1 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it  
2 has violated any federal, state, or local law; violated any regulations or guidelines promulgated  
3 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached  
4 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or  
5 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor  
6 any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as  
7 an admission or concession by Defendant of any such violations or failures to comply with any  
8 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this  
9 Agreement and its terms and provisions shall not be offered or received as evidence in any action  
10 or proceeding to establish any liability or admission on the part of Defendant or to establish the  
11 existence of any condition constituting a violation of, or a non-compliance with, federal, state,  
12 local or other applicable law. Except as set forth elsewhere herein, in the event that this Agreement  
13 is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be  
14 enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any claims,  
15 rights or remedies, or defenses in the Action, and Defendant will not be deemed to have waived,  
16 limited, or affected in any way any of its objections or defenses in the Action. The Parties shall be  
17 restored to their respective positions in the Action prior to the entry of this Settlement.

18 85. Captions: The captions and section numbers in this Agreement are inserted for the  
19 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
20 provisions of this Agreement.

21 86. Waiver: No waiver of any condition or covenant contained in this Settlement  
22 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered  
23 to imply or constitute a further waiver by such party of the same or any other condition, covenant,  
24 right or remedy.

25 87. Enforcement Action: In the event that one or more of the Parties institutes any legal  
26 action or other proceeding against any other Party or Parties to enforce the provisions of this  
27 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or  
28

Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

88. Neutral Employment Reference: Defendant agrees that it will provide a neutral reference regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall only provide Plaintiff's dates of employment, job titles during employment, and final rate of pay (to the extent permitted by law). Defendant shall not refer to the Action or this Settlement.

89. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

90. Representation By Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

91. All Terms Subject to Final Court Approval: All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

92. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any settlement agreement waivers, or *Pick-Up Stix* agreements from any Class Member prior to the funding of the Gross Settlement Amount and all applicable employer-side payroll taxes concerning claims released via this Agreement, or enter into any arbitration agreement with any Class Member that covers the claims released via this Agreement during the Settlement approval process prior to

the funding of the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

93. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel, Defendant and its counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

94. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

95. Submission to the LWDA: The Settlement Agreement shall be submitted by Plaintiff to the LWDA within the time limits and as prescribed by law.

Dated: March 24, 2023

**PLAINTIFF**  
Signed by:

By:



01F18502D5274B4...  
Ana Lili Campos

Dated: March 24, 2023

**PROTECTION LAW GROUP, LLP**

By:



Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
Carlos Jimenez, Esq.  
Attorneys for Plaintiff  
Ana Lili Campos

1 Dated: March 20, 2023

2  
3 **DEFENDANT CALIFORNIA CEREAL**  
4 **PRODUCTS, INC**

5 By: 

6 Name: Mark Graham

7 Title: President

8 Dated: 3/23/2023

9 **SIMPSON, GARRITY, INNES & JACUZZI**  
10 A Professional Corporation

11 By: 

12 Sean R. Broderick, Esq.  
13 Attorneys for Defendant  
14 California Cereal Products, Inc.

# **Exhibit “A”**

# **NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT**

***Campos v. California Cereal Products, Inc.***

Alameda County Superior Court Case No. 22CV009272

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.  
PLEASE READ THIS NOTICE CAREFULLY.  
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

**To: All current and former non-exempt employees of Defendant California Cereal Products, Inc. (“Defendant”) in the state California who worked for Defendant in California at any time between April 1, 2018, and ending on the date of Preliminary Approval or April 18, 2023, whichever date occurs earlier.**

## **BASIC INFORMATION**

### **1. What is this settlement about?**

Plaintiff Ana Lili Campos (“Plaintiff”) filed a class action lawsuit against Defendant California Cereal Products, Inc., entitled Campos v. California Cereal Products, Inc., Alameda County Superior Court Case No. 22CV009272 on April 1, 2018. The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, failed to keep accurate records, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). Defendant denies all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

### **2. Why is this a class action?**

In a class action, one or more people, called the Class Representatives (in this case Plaintiff), sue on behalf of people who appear to have similar claims. All these people are referred to as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Alameda County Superior Court (the “Court”) is in charge of this class action.

### **3. Why is there a settlement?**

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff as the Class Representatives, and appointed their attorney at Protection Law Group LLP as counsel for the Class (“Class Counsel”).

The Court has not yet determined whether it will approve the settlement. Instead, the Court has only determined that the settlement is within the range that could be approved and therefore Notice should be provided to the Class Members. The Court will make a final determination whether to approve the settlement at the Final Approval Hearing.

## WHO IS IN THE SETTLEMENT?

### 4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you are a current or former non-exempt employee who worked for Defendant in California at any time between April 1, 2018, and ending on the date of **Preliminary Approval or April 18, 2023, whichever date occurs earlier**.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Seven Hundred and Fifty Thousand Dollars and Zero Cents (\$750,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Two Hundred Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$262,500.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00);
- C. **Enhancement Payment to the Class Representative** in an amount of \$7,500;
- D. **Settlement Administration Costs** which are currently estimated to be Eight Thousand Six Hundred Dollars and Zero Cents (\$8,600.00); and
- E. **PAGA Penalties** in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$37,500.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$12,500.00) will be distributed to current and former non-exempt employees of Defendant in California who worked for Defendant in California at any time between March 30, 2021, and ending on the date of **Preliminary Approval or April 18, 2023, whichever date occurs earlier**.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as non-exempt employee of Defendant between April 1, 2018, and ending on the date of **Preliminary Approval or April 18, 2023, whichever date occurs earlier**. (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of your Individual Class Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

Your Individual PAGA Payment will be apportioned as one hundred percent (100%) penalties. The penalties portion of your Individual PAGA Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.



You worked **XXX** workweeks during the class period. Your Individual Settlement Payment is **\$XXX.XX** ((Settlement Class Member's Qualifying Workweeks ÷ All Qualifying Workweeks) x Net Settlement Amount). This amount is an estimate and is subject to change.

You worked **XXX** workweeks during the PAGA period. Your Individual PAGA Payment is **\$XXX.XX** ((PAGA Class Member's Qualifying Workweeks during the PAGA Period ÷ All Qualifying Workweeks during the PAGA Period) x Employee Share of PAGA Penalties). This amount is an estimate and is subject to change.

This amount was determined based on Defendant's record of your employment between April 1, 2018, and ending on the date of **Preliminary Approval or April 18, 2023, whichever date occurs earlier**, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period or PAGA Period, you must provide your current address, telephone number, the last four digits of your Social Security Number or complete Employee ID, and any documentation (i.e., payroll or time keeping records, and paycheck stubs) you have supporting such dispute by **[DATE]**. All disputes regarding your workweeks will be resolved and decided by the Settlement Administrator following consultation with the Parties. However, the Court shall review and could reverse the Settlement Administrator's initial determination. The Settlement Administrator's contact information is listed below:

**[Settlement Administrator]**  
**[Address]**  
**[Telephone No].**

## HOW TO GET A PAYMENT FROM THE SETTLEMENT

### 6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

### 7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the final approval by the Court of this Settlement Agreement and remittance of the Gross Settlement Amount by Defendant to the Settlement Administrator, Participating Class Members shall fully release and discharge the "Released Parties" from any and all "Released Class Claims" and "Released PAGA Claims" that accrued during the "Class Period."

The "Released Parties" means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint in the Action, including factual claims regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; and (viii) unfair business practices.

"Released PAGA Claims" means all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged both in Plaintiff's March 30, 2022 PAGA Letter to the LWDA and in the operative complaint including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699. The Released PAGA Claims also includes a

release from the State of California (to the extent Plaintiff is permitted to provide such a release for the State of California for the PAGA period).

The “Class Period” during which the release of Released Class Claims pertains is from April 1, 2018, and ending on the date of **Preliminary Approval or April 18, 2023, whichever date occurs earlier.**

The “PAGA Period” during which the release of Released PAGA Claims pertains is from March 30, 2021, and ending on the date of **Preliminary Approval or April 18, 2023, whichever date occurs earlier.**

All PAGA Members shall release the claims arising under PAGA regardless of whether they submit a request for exclusion as the request for exclusion does not apply to this claim.

## **EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS**

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

### **8. How can I not participate in the Settlement?**

To exclude yourself from the Class and the release of Released Class Claims you must submit a written request for exclusion. This written request must include your name, address, telephone number and the last four digits of your social security number and/or employee ID number. Your request for exclusion must also include a clear statement that you do not wish to be included in this action such the following: “I wish to exclude myself from the class settlement reached in the matter of “*Ana Lili Campos v. California Cereal Products, Inc.*”, Alameda County Case No. 22CV009272, I understand that by excluding myself, I will not receive money from the settlement of my individual claims.”

Your Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by **[DATE]**. You cannot exclude yourself by phone or any means other than those described in this Notice.

**[Settlement Administrator]**  
**[Address]**

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

### **9. If I don’t exclude myself, can I sue Defendant for the same thing later?**

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

### **10. If I exclude myself, can I get money from this settlement?**

You will not receive money for the class claims. You will still receive your portion of the PAGA Payment if eligible because the request for exclusion does not apply to this claim.

## THE LAWYERS REPRESENTING YOU

### 11. Do I have a lawyer in this case?

The Court has approved Protection Law Group, LLP, as Class Counsel. These attorneys contact information is set forth below:

#### **PROTECTION LAW GROUP LLP**

Heather Davis, Esq.  
Amir Nayebedadash, Esq.  
Carlos Jimenez, Esq.  
237 California Street  
El Segundo, California 90245  
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to \$262,500.00 and reimbursement of litigation cost/expenses of up to \$25,000.00. This amount is subject to Court approval and the Court may award less than the requested amount.

## OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

### 12. How do I tell the Court I want to object to the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you should mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. Even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

### 13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit a request for exclusion and an objection, the request for exclusion will control and you will lose any right to object to the Settlement, and will not be bound by any terms of the Settlement.

Whether your dispute, written objection, and request for exclusion are timely, will be determined solely based on the postmark date(s). Any untimely dispute, written objection, and request for exclusion may not be considered. However, even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

#### **14. When and where will the Court decide whether to approve the settlement?**

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2023], at the Alameda County Superior Court located at Hayward Hall of Justice, 24405 Amador Street, Hayward, California 94544 in Department 520. The Final Approval Hearing date may be continued without further notice to Class Members.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

The Court's Order and Judgment approving the settlement, whether favorable or not, will bind all members who do not request exclusion.

#### **15. Do I have to come to the hearing?**

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

#### **16. How will I learn if the settlement was approved**

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[REDACTED\].com](http://www.[REDACTED].com)

### **IF YOU DO NOTHING**

#### **17. What happens if I do nothing at all?**

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims and Released PAGA Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the Released Parties about the Released Class Claims or Release PAGA Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days from the date on the check, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

If you lose your check or it is damaged in the mail, contact the Settlement Administrator.

### **GETTING MORE INFORMATION**

#### **18. How do I get more information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at [REDACTED] or by contacting the Settlement Administrator or Class Counsel.

### **WHAT IF MY INFORMATION CHANGES?**

#### **19. What if my contact information changes?**

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE  
CLERK OF THE COURT OR THE JUDGE**