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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GEORGE VALDEZ, individually,
RAUL ROMERO, individually, and
on behalf of all others similarly
situated,

Plaintiffs,

v.

SHAMROCK FOODS COMPANY,
an Arizona Corporation; and DOES
1 through 25, inclusive,

Defendants.

Case No: 5:22-cv-01719-SSS-SHKx

**ORDER GRANTING PLAINTIFFS’
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: December 15, 2023
Time: 2:00 p.m.
Judge: Hon. Sunshine S. Sykes

1 The Court, having fully reviewed the Class Representatives’ Motion for
2 Preliminary Approval of Class Action Settlement, the supporting Points and
3 Authorities, the Declaration of Michael H. Boyamian in support thereof, the fully-
4 executed Joint Stipulation for Class Action and PAGA Settlement (“Settlement
5 Agreement”) attached as Exhibit 1 to the Declaration of Michael H. Boyamian, the
6 Proposed Notice of Class Action Settlement including the Request for Exclusion
7 and Objection form attached to the Amended Proposed Order, and in recognition
8 of the Court’s duty to make a preliminary determination as to the reasonableness
9 of any proposed Class Action settlement, and if preliminarily determined to be
10 reasonable, to ensure proper notice is provided to Class Members in accordance
11 with due process requirements; and to conduct a Final Approval hearing as to the
12 good faith, fairness, adequacy and reasonableness of any proposed settlement,

13

14 **THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS**
15 **AND ORDERS:**

16 1. The Court finds, on a preliminary basis, that the Settlement
17 Agreement appears to be within the range of reasonableness of a settlement which
18 could ultimately be given final approval by this Court, pursuant to Federal Rule of
19 Civil Procedure 23 and applicable law; the Court notes that Defendant
20 SHAMROCK FOODS COMPANY, an Arizona corporation, has agreed to pay the
21 entire Settlement Amount of \$1,000,000.00 to the Class Members, Class
22 Representatives, Class Counsel, the Claims Administrator, PAGA Employees, and
23 the Labor Workforce and Development Agency in full satisfaction of the claims as
24 more specifically described in the Settlement Agreement.

25 It further appears to the Court, on a preliminary basis, that the settlement is
26 fair and reasonable to Class Members when balanced against the probable
27 outcome of further litigation, liability and damages issues, and potential appeals
28 of rulings. It further appears that significant formal and informal discovery,

1 investigation, research, and litigation has been conducted such that counsel for
2 the Parties at this time are able to reasonably evaluate their respective positions.
3 It further appears that settlement at this time will avoid substantial costs, delay
4 and risks that would be presented by the further prosecution of the litigation. It
5 also appears that the proposed Settlement has been reached as the result of
6 intensive, informed and non-collusive negotiations between the Parties;

7 The Court hereby GRANTS conditional certification of the Settlement
8 Class, in accordance with the terms of the Settlement, for the purposes of
9 settlement only, of the following:

- 10 a. The “Class” or “Class Members” are defined as all current and former
11 non-exempt employees employed by Shamrock Foods Company
12 (“Shamrock”) as Delivery Drivers, or any other similarly titled non-
13 exempt, hourly position, in California from August 5, 2018 through the
14 date of preliminary approval of this settlement. The “Settlement Class”
15 or “Settlement Class Members are all current and former non-exempt
16 employees employed by Shamrock as Delivery Drivers, or any other
17 similarly titled non-exempt, hourly position, in California from August
18 5, 2018 through the date of preliminary approval of this settlement, and
19 do not submit timely and valid exclusion requests to the Settlement
20 Administrator.
- 21 b. The “PAGA Employees” are defined as “all current and former non-
22 exempt employees employed by Shamrock as Drivers in California at
23 any time from May 24, 2022 through the date of preliminary approval.”
- 24 c. The Court hereby authorizes the retention of CPT Group, Inc. as
25 Settlement Administrator for the purpose of the Settlement, with
26 reasonable administration costs estimated not to exceed \$20,000.
- 27 d. The Court hereby conditionally appoints Boyamian Law, Inc. as Class
28 Counsel.

1 e. The Court hereby conditionally appoints Plaintiffs George Valdez and
2 Raul Romero as Class Representatives.

3
4 **ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR**
5 **ORDER OF PRELIMINARY APPROVAL OF CLASS ACTION**
6 **SETTLEMENT IS HEREBY GRANTED.**

7
8 2. The Court finds that the Notice of Proposed Class Action
9 Settlement, including the proposed Request for Exclusion and Objection forms,
10 attached hereto as Exhibit A, fully advises Class Members of the proposed
11 settlement, of preliminary Court approval of the proposed Settlement, exclusion
12 timing and procedures, dispute resolution procedures, and of the Final Approval
13 Hearing. These documents fairly and adequately advise Class Members of the
14 terms of the proposed Settlement and the benefits available to Class Members
15 thereunder, as well as their right to exclude themselves from the Class and
16 procedures for doing so, and of the Final Approval Hearing and the right of Class
17 Members to file documentation in objection and to appear in connection with said
18 hearing; the Court further finds that said Notice and accompanying forms clearly
19 comports with all constitutional requirements including those of due process;

20
21 **ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY**
22 **APPROVES THE PROPOSED NOTICE OF PROPOSED CLASS ACTION**
23 **SETTLEMENT.**

24
25 3. The mailing to the present and last known addresses of the Class
26 Members constitutes an effective method of notifying Class Members of their
27 rights with respect to the Settlement; **ACCORDINGLY, IT IS HEREBY**
28 **ORDERED** as follows:

1 (a) Within seven (7) days of this Order, Defendant shall forward to
2 the appointed Claims Administrator, CPT Group, Inc., a database (in an electronic
3 spreadsheet format) of all Class Members, consisting of the name, last known
4 address, and dates of employment at Shamrock’s locations in California, of each
5 Class Member from August 5, 2018 through the date of this Order;

6 (b) Within twenty-one (21) days of this Order, the Claims
7 Administrator, CPT Group, Inc., shall mail to each member of the Settlement
8 Class, by first class, postage pre-paid, the Notice of Proposed Class Action
9 Settlement, and a postage paid envelope addressed to the Claims Administrator.
10 All mailings shall be made to the last known mailing address of the Class Members
11 based on Defendant’s records, as well as addresses that may be located by the
12 Claims Administrator, who will conduct standard address searches in cases of
13 returned mail. The Court finds that the mailing of notices to Class Members as set
14 forth in this paragraph is the best means practicable by which to reach Class
15 Members and is reasonable and adequate pursuant to all constitutional and
16 statutory requirements including all due process requirements;

17
18 4. IT IS FURTHER ORDERED that all:

19 (a) Requests for exclusion in accordance with the terms of the Notice
20 of Proposed Class Action Settlement must be mailed to the Claims Administrator,
21 postmarked on or before the 30th day after the Notice Packet was mailed to the
22 Class Member, excepting Class Members who had Notice Packets re- mailed, who
23 shall have until the 14th day after the Notice Packet was re-mailed to them;

24 (b) Objections by Settlement Class Members must be filed with the
25 Court as described in the Notice of Proposed Class Action Settlement by using the
26 enclosed Objection Form and also served on Class Counsel and on Defense
27 Counsel within thirty (30) days from the date of mailing the Class Notice,
28 excepting Class Members who had Notice Packets re-mailed, who shall have until

1 the 14th day after the Notice Packet was re-mailed to them;

2
3 5. IT IS FURTHER ORDERED that the Final Approval Hearing
4 shall be held before the undersigned **at 2:00 p.m., on March 29, 2024,** at the above
5 entitled court in Courtroom 2 located at 3470 Twelfth Street, Riverside, California
6 92501 to consider the fairness, adequacy and reasonableness of the proposed
7 Settlement preliminarily approved by this Order of Preliminary Approval, and to
8 consider the application of Class Counsel for an award of reasonable attorneys'
9 fees, litigation expenses, Class Representatives Service Payments, and for costs of
10 claims administration incurred;

11
12 6. IT IS FURTHER ORDERED that all briefs in support of final
13 approval of the Settlement and for Award of Attorneys' Fees, Costs, Class
14 Representative Service Awards shall be served and filed with the Court by March
15 1, 2024;

16
17 7. IT IS FURTHER ORDERED that pending final determination of
18 whether this proposed Settlement should be granted final approval, no Class
19 Member, either directly or representatively, or in any other capacity, shall
20 commence or prosecute any action or proceeding asserting any of the Class
21 Members' Released Claims, as defined in the Settlement Agreement, against
22 Defendant in any court or tribunal;

23
24 8. IT IS FURTHER ORDERED that any party to this case, including
25 Class Members, may appear at the Final Approval Hearing in person or by counsel,
26 and may be heard to the extent allowed by the Court, in support of or in opposition
27 to, the Court's determination of the good faith, fairness, reasonableness and
28 adequacy of the proposed Settlement, the requested attorneys' fees and litigation

1 expenses, and any Order of Final Approval and Judgment regarding such
2 Settlement, fees and expenses; provided, however, that no person, except Class
3 Counsel and counsel for Defendant, shall be heard in opposition to such matters
4 unless such person has complied with the conditions set forth in the Notice of
5 Proposed Class Action Settlement which conditions are incorporated therein;

6
7 9. IT IS FURTHER ORDERED that in the event of the occurrence
8 of the Effective Date, as defined in the Settlement Agreement, all Settlement Class
9 Members, and their successors, shall conclusively be deemed to have given full
10 releases of any and all Released Class Claims, as defined in the Settlement
11 Agreement, against Defendant, and its former and present parents, subsidiaries,
12 affiliated corporations and entities (including Shamrock Farms Company), and all
13 of their current and former owners, shareholders, members, agents, investors,
14 investment bankers, accountants, insurers, reinsurers, attorneys, officers, directors,
15 employees, managers, partners, trustees, subrogees, executors, administrators,
16 employee benefit plans, predecessors, successors, and assigns, and all spouses,
17 children and family members of the foregoing individuals (“Released Parties”) and
18 all such Class Members and their successors shall be permanently enjoined and
19 forever barred from asserting any Released Claims against any Released Parties as
20 described by the Settlement Agreement;

21
22 10. IT IS FURTHER ORDERED that in the event of the occurrence
23 of the Effective Date, as defined in the Settlement Agreement, all PAGA
24 Employees shall conclusively be deemed to have given full releases of any and all
25 Released PAGA, as defined in the Settlement Agreement, against Defendant and
26 the Released Parties.

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28 ///

1 11. IT IS FURTHER ORDERED that, pending further order of this
2 Court, all proceedings in this matter except those contemplated herein and in the
3 Settlement Agreement are stayed.

4 IT IS SO ORDERED.

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6 Dated: December 21, 2023



7 HONORABLE SUNSHINE S. SYKES
8 DISTRICT COURT JUDGE

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EXHIBIT 1

Valdez, et al. v. Shamrock Foods Company
United States District Court, Case No. 5:22-cv-01719-SSS-SHKx

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

The United States District Court Central District of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action and claims brought under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”) lawsuit (“Action”) against Shamrock Foods Company (“Shamrock” or “Defendant”) alleging wage and hour violations. The Action was filed by former Shamrock employees George Valdez and Raul Romero (“Plaintiffs”) and seek payments of (1) back wages and other relief for a class of current and former non-exempt employees (“Class Members”) who were employed by Shamrock as Delivery Drivers or any other similar non-exempt position in California during the Class Period (August 5, 2018 through **the date of preliminary approval of the settlement**); and (2) penalties under the PAGA for all current and former non-exempt employees employed by Shamrock as drivers in California at any time during the PAGA Period (May 24, 2022, through **the date of preliminary approval of the settlement**) (“PAGA Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be [INDIVIDUAL SETTLEMENT PAYMENT]** (less legally required withholdings) and **Individual PAGA Payment is estimated to be [INDIVIDUAL PAGA PAYMENT]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for the Individual PAGA Payment that is because you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Shamrock’s records showing that **you were employed [CLASS WORKWEEKS] workweeks** during the Class Period and **[PAGA WORKWEEKS] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to

have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Shamrock to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue wage claims against Defendant, and, if you are an PAGA Employee, remain eligible for an 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 OR DO NOT TAKE WITH RESPECT TO THE SETTLEMENT.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don’t Have to Do Anything to Participate in the Settlement</p>	<p>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 defined below).</p>
<p>You Can opt out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is [DATE]</p>	<p>If you do not want to fully participate in the Settlement, you can opt out of the Class Settlement by filling out the attached Opt-Out Form and mailing it to the Administrator. Once you opt out, 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 Settlement. See Section 6 of this Notice.</p> <p>You cannot opt out of the PAGA portion of the Settlement. Defendant must pay Individual PAGA Payments to all PAGA Employees and the PAGA Employees must give up their rights to pursue Released Claims (defined below).</p>

<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by [DATE]</p>	<p>All Class Members who do not opt out (“Participating Class Members”) can object to any aspect of the proposed Settlement. An Objection Form is included with this Class Notice. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the [DATE] Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on [DATE]. 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>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by [DATE]</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Shamrock’s records is stated on the first page of this Notice. If you disagree with either number, you must challenge it by [DATE]. See Section 4 of this Notice.</p>

1. WHAT IS THIS ACTION ABOUT?

Plaintiffs are former Shamrock employees who worked as Drivers. The Action alleges that Defendant failed to pay compensation for all hours worked, minimum wages, and overtime compensation, failed to furnish accurate, itemized wage statements, failed to provide meal and rest periods, failed to timely pay wages during employment, and failed to pay all wages due at termination. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA.

Defendant denies all liability and wrongdoing. Defendant maintains that it was in compliance with the California Labor Code and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the Action to avoid the cost and operational burden of continued litigation. The Court has not ruled on the merits of Plaintiffs’ claims or Defendant’s defenses.

The parties are represented as follows:

Class Counsel:
 Michael H. Boyamian
 Boyamian Law, Inc.

550 North Brand Boulevard, Suite 1500
Glendale, California 91203
michael@boyamianlaw.com

Defendant's Counsel:

Andrew J. Sommer
Ariella M. Kupetz
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
asommer@fisherphillips.com
akupetz@fisherphillips.com

2. WHAT DOES IT MEAN THAT THE ACTIONS HAVE SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs is correct on the merits.

In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs 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.

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

3. WHAT ARE THE TERMS OF THE SETTLEMENT?

1. Shamrock Will Pay \$1,000,000 as the Gross Settlement Amount (Gross Settlement).
Shamrock has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Shamrock will fund the Gross Settlement not more than 5 business days after the Judgment entered by the Court becomes

final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$333,333.33 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to a combined sum of \$17,500 to the Class Representatives for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. A flat rate of \$ [REDACTED] to the Administrator for services administering the Settlement.
 - D. Up to \$40,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Employees based on their PAGA Pay Periods.

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

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

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California Controller's Office under your name.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you fill out and mail to the Administrator the attached Opt-Out Form, by [DATE]. Those class members who opt out (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 opt out 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.

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

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

All Participating Settlement Class Members, on behalf of himself or herself and his or her heirs and assigns, release Releasees from all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, including claims for (1) failure to provide meal and rest periods and pay premiums; (2) waiting time

penalties; (3) failure to pay wages or compensation for all hours worked, including minimum wage and overtime violations, which includes failure to pay compensation for time under Defendant's control, work off the clock, and reporting time pay; (4) failure to provide timely and/or accurate itemized wage statements; (5) unfair business practices and unfair competition in violation of Business and Professions Code §§ 17200, et seq.; (6) failure to reimburse for necessary business-related expenses, and (7) failure to maintain complete and accurate time and payroll records, including failure to maintain adequate records of all wages earned, hours worked, breaks taken, deductions made, hourly rates, and numbers of hours worked at each hourly rate. More specifically, these claims include violations of Labor Code sections 201, 202, 203, 204, 210, 216, 221, 225.5, 226, 226.3, 226.7, 510, 511, 512, 551, 552, 558, 1174, 1194 to 1197.1, 1198, 1199 and 2802, and all claims under the applicable Industrial Welfare Commission Wage Orders.

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

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

All PAGA Employees are deemed to release, on behalf of themselves and their respective heirs and assigns, the Releasees Parties from all claims for civil penalties and any other available relief pursuant to PAGA, that were, or reasonably could have been, alleged, based on the facts contained, in Plaintiff Raul Romero's LWDA Notice and the Operative Complaint, including all PAGA claims premised upon (1) failure to provide meal and rest periods and pay premiums; (2) failure to reimburse for necessary business-related expenses; (3) failure to pay for all hour worked, including minimum wage and overtime violations, which includes failure to pay compensation for time under Defendant's control, work off the clock, and reporting time; (4) failure to provide complete or accurate itemized wage statements; (5) failure to pay on the regular pay day all wages owed; (6) failure to fully compensate employees in timely manner when their employment ended; and (7) waiting time penalties. More specifically, these PAGA claims are premised upon violations of Labor Code sections 201, 202, 203, 204, 210, 216, 221, 225.5, 226, 226.3, 226.7, 510, 511, 512, 551, 552, 558, 1174, 1194 to 1197.1, 1198, 1199, 2802, and 2698 and the applicable Industrial Welfare Commission Wage Orders during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing your total number of Workweeks by (b) the total number of Workweeks of all

Participating Class Members, and (c) multiplying the result by the Net Settlement minus the PAGA Settlement Payments.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing your total number of PAGA Pay Periods by (b) the total number of Pay Periods of all PAGA Employees during the PAGA Period and (c) multiplying the result by the PAGA Settlement Payment of \$10,000.
3. Workweek/Pay Period Challenges. The number of your Class Workweeks during the Class Period and the number of your PAGA Pay Periods during the PAGA Period, as recorded in Shamrock's records, are stated in the first page of this Notice. You have until [DATE] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or email. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Shamrock's calculation of Workweeks and/or Pay Periods based on 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 returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt out) including those who also qualify as PAGA Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. PAGA Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to PAGA Employees including those who opt out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

If you want to opt out from the Settlement, you must fill out the attached Opt-Out Form and mail it to the Administrator no later than **[30 DAYS AFTER MAILING]**.

If you timely fill out and send the attached Opt-Out Form, then: (a) you will not be a member of the Settlement Class; (b) you will not receive an Individual Settlement Payment; and (c) if the Court approves the Settlement, the only payment you receive will be your individual share of the PAGA payment. By excluding yourself from the Settlement, you will retain whatever rights or claims you may have against Shamrock (with the exception of the release as to Plaintiff's PAGA claim, which shall remain binding), and you will be free to pursue them, at your own cost, if you choose to do so.

The Administrator must receive your Opt-Out Form by [DATE], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days or **[DATE]**, before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. You can view them on the Administrator's Website **[Administrator URL]** or the Court's website **[U.S.D.C. C.D. Cal 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 Plaintiffs are too high or too low. You can ask the Court to deny approval of the Settlement by submitting a valid Objection Form. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. **The deadline for sending written objections to the Administrator is [DATE].**

To object to the proposed Settlement, you must complete the attached Objection Form and postmark it to the Administrator no later than **[30 DAYS AFTER MAILING]**. The Objection Form must be filled out in writing and signed. If you submit a written Objection Form within the required time, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. Objecting to the Settlement will not remove you from the Settlement Class. A Class Member who submits a Objection Form remains bound by the Settlement if it is approved by the Court. To opt out from the Settlement Class, you must

submit the Opt-Out Form by following the instructions above. If you opt out of the Settlement, you may not object to the Settlement.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE] at [TIME] in Courtroom 2 (2nd Floor) of the United States District Court, Central District of California, located at 3470 Twelfth Street, Riverside, California 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You may attend (or hire a lawyer to attend at your own cost) the Hearing. Check the Court's website for the most current information on whether virtual appearances are permitted.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [Administrator]'s website at [Administrator URL].

IF YOU HAVE QUESTIONS ABOUT THIS NOTICE, PLEASE CALL THE CLAIMS ADMINISTRATOR AT (XXX)XXX-XXXX.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

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 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.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

GEORGE VALDEZ, individually, RAUL ROMERO, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

SHAMROCK FOODS COMPANY, an Arizona Corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No: 5:22-cv-01719-SSS-SHK

OBJECTION FORM

Hearing Date: _____

Hearing Time: _____

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY. YOU MUST MAIL IT TO THE ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE _____, 2024. DO NOT MAIL YOUR OBJECTION TO THE COURT.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid Objection Form. Your objection does not preclude your participation in the Settlement. If your objection is overruled by the Court, you will still receive an Individual Settlement Payment, and you will be bound by the terms of this Settlement.

[] I OBJECT to the *Valdez, et al. v. Shamrock Foods Company et al.* Settlement on the following grounds:

[Form continues on reverse side]

I will attend the hearing on the motion for final approval of the settlement.

I am or will be represented by an attorney (provide name and address of attorney on lines below).

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number) (City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN _____, 2024:
[name and address of Administrator]

OPT-OUT FORM

Valdez, et al. v. Shamrock Foods Company, et al.
UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA
Case No. 5:22-cv-01719-SSS-SHK

To “opt out” from the Settlement, complete, sign, and date this form, and then mail or fax it on or before _____, 2024 to the Administrator at the following address:

[name and address of Administrator]

Only complete and return this form if you do **NOT** want to be included in the Settlement Class. If you complete and return this form, you will **NOT** receive an Individual Settlement Payment and you will **NOT** be bound by the Settlement Class portion of the Settlement. However, you will still be paid your allocation of the PAGA Civil Penalty Payment, if applicable, and will remain bound by the release of the Released PAGA Claims regardless of your request for exclusion.

You are responsible for maintaining a copy of the fully completed form and proof of mailing or fax.

I want to OPT-OUT of the class action lawsuit and settlement titled *Valdez, et al. v. Shamrock Foods Company et al.*, United States District Court for the Central District of California, Case No. 5:22-cv-01719-SSS-SHK. I understand that by requesting to opt out from the Settlement, I will not receive an Individual Settlement Payment from the class settlement described in the accompanying Class Notice.

Name: _____
Address: _____
Telephone Number: _____
Last 4 Digits of SSN: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Sign your name here)

Date