

1 BOYAMIAN LAW, INC.  
Michael H. Boyamian (SBN 256107)  
2 E-mail(s): michael@boyamianlaw.com  
550 North Brand Boulevard, Suite 1500  
3 Glendale, California 91203-1922  
Telephone: 818.547.5300  
4 Facsimile: 818.547.5678

5 Attorneys for PLAINTIFFS GEORGE VALDEZ and  
RAUL ROMERO, Individually And On Behalf  
6 of All Others Similarly Situated

7  
8 Andrew J. Sommer (SBN 192844)  
E-Mail: asommer@fisherphillips.com  
Ariella M. Kupetz (SBN 332736)  
9 E-Mail: akupetz@fisherphillips.com  
FISHER & PHILLIPS LLP  
10 444 South Flower Street, Suite 1500  
Los Angeles, California 90071  
11 Telephone: (213) 330-4500  
12 Facsimile: (213) 330-4501

13 Attorneys for Defendant  
SHAMROCK FOODS COMPANY

14  
15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA

17  
18 GEORGE VALDEZ, individually,  
and on behalf of all others similarly  
19 situated,

20 Plaintiff,

21 v.

22 SHAMROCK FOODS COMPANY,  
an Arizona Corporation; and DOES  
23 1 through 25, inclusive,

24 Defendants.  
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27  
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Case No: 5:22-cv-01719-SSS-SHK

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

Complaint Filed: August 5, 2022  
Trial Date: None Set

1 **TO THE ABOVE-ENTITLED COURT AND TO ALL PARTIES AND**  
2 **THEIR COUNSEL OF RECORD:**

3 This Joint Stipulation of Class Action Settlement (“Joint Stipulation of  
4 Settlement” or “Settlement” or “Agreement”) is made and entered into by and  
5 between Plaintiff George Valdez and prospective Plaintiff Raul Romero  
6 (hereinafter collectively “Plaintiffs” or “Class Representatives”), individually, and  
7 on behalf of all others similarly situated, and Defendant Shamrock Foods Company  
8 (“Shamrock” or “Defendant”). Plaintiffs and Defendant are collectively referred  
9 to herein as “the Parties.”

10 THE PARTIES STIPULATE AND AGREE as follows:

11 **DEFINITIONS**

- 12 1. “Action” means the action with Case No. 5:22-cv-01719-SSS-SHK in the  
13 United States District Court, Central District of California.
- 14 2. “Class Counsel” means Boyamian Law, Inc.
- 15 3. “Class Members” means all current and former non-exempt employees  
16 employed by Shamrock as Delivery Drivers, or any other similarly titled non-  
17 exempt, hourly position, in California at any time during the Class Period.
- 18 4. “Class Period” shall be defined as August 5, 2018, through the date the  
19 Court grants preliminary approval of this Agreement.
- 20 5. “Covered Workweeks” means the number of weeks Class Members  
21 worked at Shamrock in California during the Class Period.
- 22 6. “Defendant’s Counsel” means Fisher & Phillips, LLP.
- 23 7. “PAGA” means the Labor Code Private Attorneys General Act of 2004  
24 (Cal. Lab. Code §§ 2698, *et seq.*).
- 25 8. “PAGA Allocation” means the portion of the Gross Settlement Amount  
26 that the Parties have agreed to allocate to resolution of the Released PAGA Claims.  
27 The Parties have agreed that the PAGA Allocation will be \$40,000 from the Gross  
28 Settlement Amount. The Parties further agree that, pursuant to PAGA, (i) Seventy-

1 Five Percent (75%), or \$30,000, of the PAGA Allocation will be paid to the Labor  
2 and Workforce Development Agency (“PAGA Penalty Payment”); and (ii) Twenty-  
3 Five Percent (25%), or \$10,000, of the PAGA Allocation will be included in the Net  
4 Settlement Amount for PAGA Employees (“PAGA Settlement Payment”).

5 9. “PAGA Employees” means all current and former non-exempt employees  
6 employed by Shamrock as drivers in California at any time during the PAGA Period.

7 10. “PAGA Pay Periods” means the number of pay periods the PAGA  
8 Employees worked during the PAGA Period.

9 11. “PAGA Period” means the period from May 24, 2022 through the date the  
10 Court grants preliminary approval of this settlement.

11 12. “PAGA Representative” means Plaintiff Raul Romero.

12 13. “Released Class Claims” means all claims that were, or reasonably could  
13 have been, alleged based on the facts contained in the Operative Complaint, including  
14 claims for (1) failure to provide meal and rest periods and pay premiums; (2) waiting  
15 time penalties; (3) failure to pay wages or compensation for all hours worked,  
16 including minimum wage and overtime violations, which includes failure to pay  
17 compensation for time under Defendant’s control, work off the clock, and reporting  
18 time; (4) failure to provide timely and/or accurate itemized wage statements;  
19 (5) unfair business practices and unfair competition in violation of Business and  
20 Professions Code §§ 17200, *et seq.*; (6) failure to reimburse for necessary business-  
21 related expenses, and (7) failure to maintain complete and accurate time and payroll  
22 records, including failure to maintain adequate records of all wages earned, hours  
23 worked, breaks taken, deductions made, hourly rates, and numbers of hours worked  
24 at each hourly rate. More specifically, these claims include violations of Labor Code  
25 sections 201, 202, 203, 204, 210, 216, 221, 225.5, 226, 226.3, 226.7, 510, 511, 512,  
26 551, 552, 558, 1174, 1194 to 1197.1, 1198, 1199, and 2802, and all claims under the  
27 applicable Industrial Welfare Commission Wage Orders.

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1           14. “Released PAGA Claims” means all claims for civil penalties, and any  
2 other available relief pursuant to PAGA, that were, or reasonably could have been,  
3 alleged based on the facts contained in Plaintiff Raul Romero’s Labor and Workforce  
4 Development Agency Notice and the Operative Complaint, including all PAGA  
5 claims premised upon (1) failure to provide meal and rest periods and pay premiums;  
6 (2) failure to reimburse for necessary business-related expenses; (3) failure to pay for  
7 all hour worked, including minimum wage and overtime violations, which includes  
8 failure to pay compensation for time under Defendant’s control. work off the clock,  
9 and reporting time; (4) failure to provide complete or accurate itemized wage  
10 statements; (5) failure to pay on the regular pay day all wages owed; (6) failure to  
11 fully compensate employees in timely manner when their employment ended; and  
12 (7) waiting time penalties. More specifically, these PAGA claims are premised upon  
13 violations of Labor Code sections 201, 202, 203, 204, 216, 221, 225.5, 226, 226.3,  
14 226.7, 510, 511, 512, 551, 552, 1174, 1194 to 1197.1, 1198, 1199, and 2802, and the  
15 applicable Industrial Welfare Commission Wage Orders.

16           15. “Releasees” are Defendant and its former and present parents, subsidiaries  
17 and affiliated corporations and entities (including Shamrock Farms Company), and  
18 all of their current and former owners, shareholders, members, agents, investors,  
19 investment bankers, accountants, insurers, reinsurers, attorneys, officers, directors,  
20 employees, managers, partners, trustees, subrogees, executors, administrators,  
21 employee benefit plans, predecessors, successors, and assigns, and all spouses,  
22 children and family members of the foregoing individuals.

23           16. “Response Deadline” means the date thirty (30) days after the Settlement  
24 Administrator initially mails the Notice to Class Members and the last date on which  
25 Settlement Class Members may submit a request for exclusion or written objection to  
26 the Settlement. In the case of a re-mailed Notice, the Response Deadline will be the  
27 later of 30 calendar days after initial mailing or 14 calendar days from re-mailing. The  
28 Response Deadline may be extended only as expressly described herein.

1 17. “Settlement Class” and “Settlement Class Members” are those Class  
2 Members who do not submit timely exclusion requests to the Settlement  
3 Administrator.

4 18. “Settlement Payments” means all of the payments to Settlement Class  
5 Members (the “Settlement Class Payments”) and all of the payments to PAGA  
6 Employees (the “PAGA Settlement Payment”).

7 **STIPULATION**

8 19. On August 5, 2022, Plaintiff George Valdez filed a class action in Riverside  
9 Superior Court alleging the following labeled causes of action: (1) Failure to Pay Meal  
10 and Rest Period Compensation (Cal. Labor Code §§ 226.7, and 512); (2) Waiting Time  
11 Penalties (Cal Labor Code §§ 203 and 204); (3) Failure to Pay Compensation for All  
12 Hours Worked and Minimum Wage Violation (Cal. Labor Code §§ 216, 510, 1194,  
13 1194.2, and 1197) (4) Failure to Provide Accurate Itemized Wage Statements (Cal.  
14 Labor Code § 226): and (5) Unfair Competition (Business and Professions Code §§  
15 17200, *et seq.*). Shamrock timely removed the state court action to the United States  
16 District Court – Central District of California on September 30, 2022, Case No. 5:22-  
17 cv-01719-SSS-SHK.

18 20. On May 24, 2023, Plaintiff Raul Romero filed a Labor and Workforce  
19 Development Agency (“LWDA”) Notice alleging violation of the following:  
20 (1) failure to provide meal and rest periods (Cal. Labor Code §§ 226.7, and 512);  
21 (2) failure to reimburse for necessary business-related expenses (Cal. Labor Code §  
22 2802); (3) failure to pay for all hour worked (Cal. Labor Code §§ 210, 216, 221,  
23 225.5, 510, 511, 551, 552, 558, and 1194 to 1197.1); (4) failure to provide accurate  
24 itemized wage statements (Cal. Labor Code §§ 226 and 226.3); (5) failure to pay on  
25 the regular pay day all wages owed (Cal. Labor Code §§ 204 and 210); (6) failure to  
26 fully compensate former employees in timely manner when their employment ended  
27 (Cal. Labor Code §§ 201 and 202); and (7) waiting time penalties (Cal Labor Code §  
28 203).

1           21. This Settlement is contingent on Plaintiff George Valdez filing a First  
2 Amended Complaint in this Action before moving for preliminary approval of the  
3 Settlement, adding Plaintiff Raul Romero as a named Plaintiff, alleging a PAGA  
4 cause of action for penalties based on the alleged violations in Plaintiff Raul  
5 Romero's LWDA notice, as enumerated above, and specifying that, similar to the  
6 class claims, the PAGA claims are brought under Labor Code sections 201, 202, 203,  
7 204, 210, 216, 221, 225.5, 226, 226.3, 226.7, 510, 511, 512, 551, 552, 558, 1174,  
8 1194 to 1197.1, 1198, and 2802, and all claims under the applicable Industrial  
9 Welfare Commission Wage Orders. Attached hereto as **Exhibit A** is a true and  
10 correct copy of the First Amended Complaint to be filed in the Action.

11           22. Plaintiff George Valdez affirms and agrees that he does not have standing  
12 to bring PAGA claims against Defendant based on the dates of his employment with  
13 Shamrock.

14           23. Solely for purposes of this settlement, the Parties and their respective  
15 counsel stipulate and agree that the requisites for establishing class certification with  
16 respect to the Class Members have been met.

17           24. Should, for whatever reason, the Settlement not become effective, the fact  
18 that the Parties were willing to stipulate to certification as part of the Settlement shall  
19 have no bearing on, and shall not be admissible in connection with, the issue of  
20 whether the Class Members and/or the Class Claims should be certified in a non-  
21 Settlement context in this Action or in any other lawsuit. Defendant expressly  
22 reserves its right to oppose claim or class certification in this Action or any other  
23 action should this Settlement not become effective.

24           25. Defendant denies any liability or wrongdoing of any kind whatsoever  
25 associated with the claims alleged in the Action, LWDA notice, and complaints, and  
26 Defendant further denies that, for any purpose other than settling this lawsuit, the  
27 Action is appropriate for class or representative treatment. With respect to Plaintiffs'  
28 claims, Defendant contends, among other things, that Plaintiffs, the Class Members,

1 and the PAGA Employees have been paid proper wages, have been provided meal  
2 periods, have been provided rest periods, did not incur any business expenses that  
3 were unpaid, have been paid timely wages upon separation of employment, and have  
4 been timely provided with complete and accurate itemized wage statements.  
5 Defendant contends, among other things, that they have complied at all times with  
6 the California Labor Code and the applicable Wage Orders of the Industrial Welfare  
7 Commission. Furthermore, with respect to all claims, Defendant contends that it has  
8 complied at all times with the California Business and Professions Code.

9 26. It is the desire of the Parties to fully, finally, and forever settle,  
10 compromise, and discharge all disputes and claims arising from or related to the  
11 Action, LWDA notice, and complaints.

12 27. Class Counsel have conducted a thorough investigation into the facts of  
13 the Action, including an extensive review of relevant documents, and have diligently  
14 pursued an investigation of the claims of the Class Members and PAGA Employees  
15 against Defendant. Class Counsel has been provided time and payroll records for  
16 Class Members as well as policy and procedures, operational documents and other  
17 relevant documents pertaining to the claims and defenses in the Action. Based on  
18 their own independent investigation and evaluation, Class Counsel are of the opinion  
19 that the Settlement with Defendant for the consideration and on the terms set forth in  
20 this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best  
21 interest of the Class Members and PAGA Employees in light of all facts and  
22 circumstances, including the risk of significant delay, the risk a class will not be  
23 certified by the Court, defenses asserted by Defendant, and numerous potential  
24 appellate issues. Defendant and Defendant's Counsel also agree that the Settlement  
25 is fair and in the best interest of the Class Members and PAGA Employees.

26 28. The Parties agree to cooperate and take all steps necessary and appropriate  
27 to obtain preliminary and final approval of this Settlement.

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1 appeal, writ or other appellate proceeding opposing this  
2 Settlement has been filed within sixty-five (65) days following  
3 notice of entry of the Court's final order approving the  
4 Settlement, then twenty (20) days after when any appeal, writ or  
5 other appellate proceeding opposing the Settlement has been  
6 resolved finally and conclusively with no right to pursue further  
7 remedies or relief. In this regard, it is the intention of the Parties  
8 that the Settlement shall not become effective until the Court's  
9 order approving the Settlement is completely final, and there is  
10 no further recourse by an appellant or objector who seeks to  
11 contest the Settlement.

12 (c) Gross Settlement Amount: Shamrock's maximum total payment  
13 under the Settlement, including all attorney's fees and costs, the  
14 Service Payments to the named Plaintiffs, the costs of settlement  
15 administration, the PAGA Allocation, and any other payments  
16 provided by this Settlement, is One Million Dollars and Zero  
17 Cents \$1,000,000 ("Gross Settlement Amount"). Shamrock will  
18 be separately responsible for any employer payroll taxes required  
19 by law, including the employer FICA, FUTA, and SDI  
20 contributions related to any wage payment made under this  
21 Agreement.

22 (d) Non-reversionary Settlement: No portion of the Gross Settlement  
23 Amount will revert to Defendant.

24 (e) No Claims Required: Class Members will not be required to  
25 submit a claim to receive their Settlement Payment.

26 (f) Net Settlement Amount: The Net Settlement Amount shall be  
27 calculated by deducting from the Gross Settlement Amount  
28 (\$1,000,000) the following sums, subject to approval by the

1 Court: (1) attorney's fees (not to exceed 33.3% of the Gross  
2 Settlement Amount, or \$333,333.33); (2) reasonable litigation  
3 costs (not to exceed \$25,000); (3) the Service Payments (up to  
4 \$15,000 to named Plaintiff George Valdez and up to \$5,000 to  
5 Plaintiff Raul Romero, for a total combined sum not to exceed  
6 \$17,500); (4) the PAGA Penalty Payment in the total amount of  
7 \$40,000; and (5) costs of settlement administration (not to exceed  
8 \$20,000). Settlement Payments to the Class Members will be  
9 calculated by the Settlement Administrator and paid out of the  
10 Net Settlement Amount as set forth below.

11 (g) Payroll Taxes and Required Withholdings: To the extent any  
12 portions of the Settlement Class Members' Settlement Payments  
13 constitute wages, Shamrock will be separately responsible for  
14 any employer payroll taxes required by law, including the  
15 employer FICA, FUTA, and SDI contributions. Except for any  
16 employer payroll taxes, it is understood and agreed that  
17 Defendant's maximum total liability under this Settlement shall  
18 not exceed the Gross Settlement Amount. The Settlement  
19 Administrator will calculate and submit the Shamrock's  
20 employer share of payroll taxes after advising Defendant of the  
21 total amount owed, in aggregate, as employer-side payroll taxes  
22 and receiving a lump sum payment from Shamrock in that  
23 amount when the Gross Settlement Amount is delivered to the  
24 Settlement Administrator.

25 (h) Settlement Class Payments (Excludes PAGA Payments):  
26 Settlement Class Payments will be paid out of the Net Settlement  
27 Amount. Each Settlement Class Member will be paid a pro-rata  
28 share of the Net Settlement Amount (less the PAGA Settlement

1                    Payments), as calculated by the Settlement Administrator. The  
2                    pro-rata share will be determined by comparing the individual  
3                    Settlement Class Member's Covered Workweeks employed  
4                    during the Class Period in California to the total Covered  
5                    Workweeks of all the Settlement Class Members during the Class  
6                    Period as follows: [Workweeks worked by a Settlement Class  
7                    Member] ÷ [Sum of all Covered Workweeks worked by all  
8                    Settlement Class Members] × [Net Settlement Amount – all  
9                    PAGA Settlement Payments] = individual Settlement Payment  
10                   for a Settlement Class Member. Settlement Class Payments in  
11                   the appropriate amounts will be distributed by the Settlement  
12                   Administrator by mail to the Settlement Class Members. Un-  
13                   cashed, unclaimed or abandoned checks, shall be transmitted to  
14                   the California Controller's Office, as set forth below.

15                   (i) PAGA Payments: PAGA Settlement Payments will be paid out  
16                   of the Net Settlement Amount. Each PAGA Employee will be  
17                   paid a pro-rata share of the PAGA Employees' PAGA Settlement  
18                   Payment, as calculated by the Settlement Administrator. Class  
19                   Members will not be permitted to exclude themselves from this  
20                   portion of the Settlement. The pro-rata share will be determined  
21                   by comparing the individual PAGA Employees' PAGA Pay  
22                   Periods during the PAGA Period to the total PAGA Pay Periods  
23                   of all the PAGA Employees during the PAGA Period as follows:  
24                   [PAGA Pay Periods worked by a PAGA Employee] ÷ [Sum of  
25                   all PAGA Pay Periods worked by all PAGA Employees] ×  
26                   [PAGA Settlement Payment] = individual PAGA Employee's  
27                   portion of the PAGA Settlement Payment. PAGA Settlement  
28                   Payments to PAGA Employees in the appropriate amounts will

1 be distributed by the Settlement Administrator by mail to the  
2 PAGA Employees at the same time Settlement Class Payments  
3 issue to the Settlement Class. Un-cashed, unclaimed or  
4 abandoned checks, shall be transmitted to the California  
5 Controller's Office, as set forth below. The LWDA's PAGA  
6 Penalty Payment (75% or \$30,000) will issue to the LWDA at the  
7 same time Settlement Payments issue to the Settlement Class.

8 (j) Allocation of Settlement Payments: The Parties have agreed that  
9 Settlement Class Payments will be allocated as follows: 20% to  
10 wages and 80% to penalties and interest. The PAGA Settlement  
11 Payment shares to PAGA Employees (25% or \$10,000) will be  
12 entirely allocated to penalties. Appropriate federal, state and local  
13 withholding taxes will be taken out of the wage allocations prior  
14 to payment to Class Members, and each Class Member will  
15 receive an IRS Form W-2 with respect to this portion of the  
16 Settlement Payment. The employer's share of payroll taxes and  
17 other required withholdings will be paid as set forth above,  
18 including but not limited to the Shamrock's FICA and FUTA  
19 contributions, based on the payment of claims to the Class  
20 Members. IRS Forms 1099 will be issued to each Class Member  
21 reflecting the payments for penalties and interest. Class  
22 Members are responsible to pay appropriate taxes due on the  
23 Settlement Payments they receive. To the extent required by law,  
24 IRS Forms 1099 and W-2 will be issued to each Class Member  
25 with respect to such payments.

26 (k) Settlement Payments Do Not Give Rise to Additional Benefits:  
27 All Settlement Payments to individual Class Members shall be  
28 deemed to be paid to such Class Member solely in the year in

1 which such payments actually are received by the Class  
2 Members. It is expressly understood and agreed that the receipt  
3 of such Settlement Payments will not entitle any Class Members  
4 to additional compensation or benefits under any company  
5 bonus, contest or other compensation or benefit plan or  
6 agreement in place during the period covered by the Settlement,  
7 nor will it entitle any Class Members to any increased retirement,  
8 401(k) benefits or matching benefits or deferred compensation  
9 benefits. It is the intent that the Settlement Payments provided  
10 for in this Settlement are the sole payments to be made by  
11 Shamrock to the Class Members, and that the Class Members are  
12 not entitled to any new or additional compensation or benefits as  
13 a result of having received the Settlement Payments  
14 (notwithstanding any contrary language or agreement in any  
15 benefit or compensation plan document that might have been in  
16 effect during the period covered by this Settlement).

17 (l) Attorney's Fees and Costs: Subject to approval by the Court,  
18 Defendant will not object to Class Counsel's application for  
19 attorney's fees not to exceed 33.3% of the Gross Settlement  
20 Amount (\$333,333.33) and reimbursement of litigation costs and  
21 expenses not to exceed \$25,000.

22 (m) Service Payments: Subject to Court approval, and in exchange  
23 for a general release, Defendant will not object to Class Counsel's  
24 application for an additional payment of up to \$15,000 to the  
25 Plaintiff/Class Representative George Valdez and up to \$5,000 to  
26 Plaintiff/Class Representative Raul Romero as the Class  
27 Representatives ("Service Payments") but not to exceed the  
28 collective sum of \$17,500. The Parties agree and acknowledge

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that the enhancement amount was determined by Plaintiffs and Class Counsel. As part of this settlement, Defendant shall neither oppose the amount sought by Plaintiffs, nor be required to take any steps to specifically support the amount of the enhancement. To the extent any amount of the requested enhanced is reduced by the Court, it shall revert to the Net Settlement Fund. It is understood that the Service Payments are in addition to the individual Settlement Payment to which the Class Representatives are entitled along with the other Class Members.

(n) In exchange, Plaintiffs/Class Representatives have agreed to release all claims, whether known or unknown, against the Releasees, as defined, to the extent permitted by law, through the Class Period (including the Released Class Claims and Released PAGA Claims). Plaintiffs understand that these releases include unknown claims and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

The Service Payment will issue at the same time all Settlement Payments are mailed to the Settlement Class.

(o) The Settlement Administrator will issue an IRS Form 1099 for the Service Payment to the Plaintiffs. The Plaintiffs will be individually responsible for correctly characterizing this compensation on personal income tax returns for tax purposes

1 and for paying any taxes on the amounts received. Should the  
2 Court approve a Service Payment(s) in an amount less than that  
3 set forth above, the difference between the lesser amount(s)  
4 approved by the Court and the Service Payment amounts set forth  
5 above shall be added to the Net Settlement Amount. Plaintiffs  
6 agree not to opt out or object to the Service Payments as the Class  
7 Representatives.

8 (p) Settlement Administrator: The Settlement Administrator will be  
9 CPT Group, or such Settlement Administrator as may be  
10 mutually agreeable to the Parties and approved by the Court.  
11 Settlement Administration Costs are estimated not to exceed  
12 \$20,000. The costs of the Settlement Administrator for work  
13 done shall be paid regardless of the outcome of this Settlement.

14 (q) Funding of Settlement Account: Shamrock will fund the  
15 settlement account within fifteen (15) business days of the  
16 Effective Date of this settlement, as defined above.

17 (r) Mailing of Settlement Payments: The Settlement Administrator  
18 shall cause the Settlement Payments to be mailed to the Class  
19 Members, Plaintiffs, Class Counsel, and LWDA, within fourteen  
20 (14) calendar days of the receipt of the settlement account being  
21 funded by Shamrock.

22 (s) Notice of Settlement: Class Members will be mailed a notice  
23 setting forth the material terms of the proposed Settlement, along  
24 with instructions about how to object or request exclusion from  
25 the proposed class action Settlement (“Notice”). For each Class  
26 Member, there will be pre-printed information on the mailed  
27 Notice, based on Shamrock’s records, stating the Class  
28 Member’s Covered Workweeks during the Class Period and the

1 estimated total Settlement Payment under the Settlement,  
2 including the Settlement Class Payment and the PAGA  
3 Settlement Payment that will be distributed irrespective of any  
4 exclusion request. The pre-printed information based on  
5 Shamrock's records shall be presumed to be correct. A Class  
6 Member may dispute the pre-printed information on the Notice  
7 as to his or her Covered Workweeks during the Class Period.  
8 Class Members must submit any dispute regarding the  
9 information on the Notice as to his or her Covered Workweeks  
10 within the Response Deadline. Unless a disputing Class Member  
11 submits documentary evidence in support of his or her dispute,  
12 the records of Shamrock will be determinative. Attached as  
13 **Exhibit B** is a true and correct copy of the notice to be provided,  
14 subject to Court approval.

15 (t) Settlement Notice Language: The Notice will issue in English  
16 only, as each Class Member and PAGA Employee is fluent in  
17 English.

18 (u) Class Members Cannot Exclude Themselves from the Released  
19 PAGA Claims: Class Members submitting a Request for  
20 Exclusion will nevertheless receive their pro-rata share of the  
21 PAGA Settlement Payment. If the Court approves the  
22 compromise of the Released PAGA Claims, all Class Members  
23 are bound by the Court's resolution of those Released PAGA  
24 Claims. Plaintiffs shall serve a notice of settlement on the  
25 California Labor and Workforce Development Agency at or  
26 before the time Plaintiffs file the motion for preliminary approval.

27 (v) Resolution of Workweek Disputes: If a Class Member disputes  
28 the accuracy of Shamrock's records used to calculate Covered



1 Workweeks, and the Parties' counsel cannot resolve the dispute  
2 informally, the matter will be referred to the Settlement  
3 Administrator. The Settlement Administrator will review  
4 Shamrock's records and any information or documents submitted  
5 by the Class Member and issue a non-appealable decision  
6 regarding the dispute. The Class Member must submit  
7 information or documents supporting his or her position to the  
8 Settlement Administrator prior to the expiration of the Response  
9 Deadline. Information or documents submitted after the  
10 expiration of the Response Deadline will not be considered by  
11 the Settlement Administrator, unless otherwise agreed to by the  
12 Parties.

13 (w) Right of Class Member to Request Exclusion from the  
14 Settlement: Any Class Member may request to be excluded from  
15 the Class Settlement by mailing a "Request for Exclusion" from  
16 the Settlement within the Response Deadline, stating, as follows  
17 or in substantially similar terms:

18  
19 "I WISH TO BE EXCLUDED FROM THE CLASS IN  
20 THE VALDEZ, ET AL. V. SHAMROCK FOODS  
21 COMPANY CLASS ACTION LAWSUIT, S.D.C.,  
22 CENTRAL DISTRICT, CASE NO. 5-22-CV 1719-SSS-  
23 SHK. I UNDERSTAND THAT IF I ASK TO BE  
24 EXCLUDED FROM THE CLASS, I WILL NOT  
25 RECEIVE ANY MONEY FROM THE SETTLEMENT  
26 OTHER THAN MY SHARE OF THE PAGA  
27 PAYMENT."

28 Any Request for Exclusion must include the name, address,  
telephone number, last four digits of the Class Member's Social  
Security Number, and the signature of the Class Member  
requesting exclusion. Any such request must be made in  
accordance with the terms of the Notice, and the Notice will

1 advise Class Members of these requirements. Any Class  
2 Member who timely requests exclusion in compliance with these  
3 requirements (i) shall not have any rights under this Settlement  
4 other than a right to receive a pro-rata share of the portion of the  
5 PAGA payment allocated to the Class Members if the Class  
6 Member is also PAGA Employee; (ii) shall not be entitled to  
7 receive any Settlement Payments under this Settlement other than  
8 as stated in Paragraph 30(i); and (iii) shall not be bound by this  
9 Settlement or the Court's Order and Final Judgment other than as  
10 it applies to the Released PAGA Claims.

11 (x) Right of Settlement Class Member to Object to The Settlement:

12 Any Class Member may object to the Settlement. To object, the  
13 Class Member may (1) appear at the Final Approval Hearing,  
14 remotely or in person, to explain any objection, (2) have an  
15 attorney object for the Class Member, or (3) submit a simple  
16 written brief or statement of objection to the Settlement  
17 Administrator. If any Class Member chooses to submit a written  
18 objection, the written objection should contain sufficient  
19 information to confirm the identity of the objector and the basis  
20 of the objection, including (1) the full name of the Settlement  
21 Class Member; (2) the signature of the Settlement Class Member;  
22 (3) the grounds for the objection; and (4) be postmarked within  
23 the Response Deadline to permit adequate time for processing  
24 and review by the Parties of the written statement or objection.  
25 Class Counsel shall ensure that any written objections are  
26 transmitted to the Court for the Court's review (either by Class  
27 Counsel or as an attachment to declaration from the Settlement  
28 Administrator). Regardless of the form, an objection alone will

1 not satisfy the requirement that a Settlement Class Member must  
2 either make a timely complaint in intervention before final  
3 judgment or by file a motion to set aside and vacate the class  
4 judgment under Code of Civil Procedure § 663 to have standing  
5 to appeal entry of judgment approving this Settlement, as is  
6 required under the California Supreme Court decision of  
7 *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018). A  
8 Class Member who does not object prior to or at the Final  
9 Approval Hearing, will be deemed to have waived any objections  
10 and will be foreclosed from making any objections (whether at  
11 the Final Approval Hearing, by appeal, or otherwise) to the  
12 Settlement. If the objecting Class Member does not formally  
13 intervene in the action or move to set aside any judgment and/or  
14 the Court rejects the Class Member's objection, the Class  
15 Member will still be bound by the terms of this Agreement. Class  
16 Counsel and Defendant's Counsel may, at least five (5) calendar  
17 days (or some other number of days as the Court shall specify)  
18 before the final approval hearing, file responses to any written  
19 objections submitted to the Court.

#### 20 **SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES**

21 31. Subject to the Court's approval, the Parties will mutually identify, agree  
22 and select a third-party administrator to perform the customary duties of Settlement  
23 Administrator. The Settlement Administrator will mail the Notice to the Class  
24 Members.

25 32. The Settlement Administrator will independently review the Covered  
26 Workweeks attributed to each Class Member and will calculate the estimated  
27 amounts due to each Class Member and the actual amounts due to each Settlement  
28 Class Member in accordance with this Settlement. The Settlement Administrator

1 shall report, in summary or narrative form, the substance of its findings. The  
2 Settlement Administrator shall be granted reasonable access to Shamrock's records  
3 in order to perform its duties.

4 33. In accordance with the terms of this Settlement, and upon receipt of Gross  
5 Settlement Amount from Shamrock, the Settlement Administrator will issue and send  
6 out the Settlement Payment checks to the Class Members and PAGA Employees.  
7 Tax treatment of the Settlement Payments will be as set forth herein, and in  
8 accordance with state and federal tax laws. All disputes relating to the Settlement  
9 Administrator's performance of its duties shall be referred to the Court, if necessary,  
10 which will have continuing jurisdiction over the terms and conditions of this  
11 Settlement until all payments and obligations contemplated by this Settlement have  
12 been fully carried out.

13 34. The Settlement Administrator will post the final judgment approving the  
14 Settlement on a website maintained by the Settlement Administrator for a period of  
15 not less than 90 calendar days after the final judgment is entered. The address of that  
16 website will be included in the Notice.

### 17 **ATTORNEY'S FEES AND COSTS**

18 35. The amounts set forth above for attorney's fees and litigation costs will  
19 cover all work performed and all fees and costs incurred to date, and all work to be  
20 performed and all fees and costs to be incurred in connection with the approval by the  
21 Court of this Settlement and administration of the Settlement. Should Class Counsel  
22 request a lesser amount and/or the Court approve a lesser amount(s) of attorney's fees  
23 and/or attorneys' costs, the difference between the lesser amount(s) and the maximum  
24 amount set forth above shall be added to the Net Settlement Amount. As with the  
25 Settlement Payments to the Settlement Class, the attorney's fees and costs approved  
26 by the Court shall be paid to Class Counsel, within 14 calendar days of the receipt of  
27 each installment of settlement funds by the Settlement Administrator. In the event  
28 that the Court awards less than the requested amount of attorney's fees, Class Counsel

1 shall retain the right to appeal that portion of any Final Approval Order and Judgment.

2 **NOTICE PROCESS**

3 36. A Notice in approximately the form attached hereto as **Exhibit “B,”** and  
4 as approved by the Court, shall be sent by the Settlement Administrator to the Class  
5 Members by first class mail. The Notice shall not be translated because all Class  
6 Members speak English. Any returned envelopes from this mailing with forwarding  
7 addresses will be utilized by the Settlement Administrator to forward the Notices to  
8 the Class.

9 (a) Within 7 calendar days from the date of preliminary approval of  
10 this Settlement by the Court, Defendant shall provide to the  
11 Settlement Administrator the following information for each  
12 Class Member: (1) name; (2) last known address; (3) social  
13 security number; and (5) dates of employment at Shamrock’s  
14 locations in California. This information shall be based on  
15 Defendant’s payroll and other business records and shall be  
16 provided in a format acceptable to the Settlement Administrator.  
17 The Settlement Administrator will run a check of the Class  
18 Members’ addresses against those on file with the U.S. Postal  
19 Service’s National Change of Address List; this check will be  
20 performed only once per Class Member by the Settlement  
21 Administrator. Absent mutual written agreement of counsel for  
22 the Parties or Court order, the Settlement Administrator will keep  
23 this information confidential and secure and use it only for the  
24 purposes described herein, and will return this information to  
25 Defendant upon final approval of the settlement or destroy all  
26 records containing the information after the Settlement is final  
27 and all payments are distributed as required under this  
28 Agreement.

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(b) Within fourteen (14) calendar days after the information is provided to the Settlement Administrator, the Settlement Administrator will mail the Notices to the Class Members by First Class United States mail.

(c) Notices returned to the Settlement Administrator as non-deliverable on or before the initial Response Deadline shall be resent to the forwarding address, if any, on the returned envelope. A returned Notice will be forwarded by the Settlement Administrator any time that a forwarding address is provided with the returned mail. If there is no forwarding address, the Settlement Administrator will do a computer search for a new address using the Class Member’s social security number or other information. In any instance where a Notice is re-mailed, that Class Member will have until the extended Response Deadline as described above. A letter prepared by the Settlement Administrator will be included in the re-mailed Notice in that instance, stating the extended Response Deadline. Upon completion of these steps by the Settlement Administrator, Defendant and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Notice to the affected Class Member. The affected Class Member shall remain a member of the Settlement Class and shall be bound by all the terms of the Settlement and the Court’s Order and Final Judgment.

(d) Class Counsel shall provide to the Court, at least five (5) calendar days prior to the final approval hearing, or such other date as set by the Court, a declaration by the Settlement Administrator of

1 due diligence and confirming mailing of the Notices.

2 **DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED**  
3 **CHECKS**

4 37. As set forth above, each Class Member will have until the expiration of  
5 the applicable Response Deadline to submit to the Settlement Administrator any  
6 challenge or dispute to the Class Member’s Covered Workweek information on the  
7 Notice. No disputes will be honored if they are submitted after the Response  
8 Deadline, unless the Parties mutually agree to accept the untimely dispute. Each  
9 Class Member is responsible to maintain a copy of any documents sent to the  
10 Settlement Administrator and a record of proof of mailing.

11 38. The Settlement Administrator shall cause the Settlement Payments to be  
12 mailed to the Settlement Class Members and PAGA Employees as provided herein.  
13 Settlement Class Payments and PAGA Payments may be combined into one check.  
14 Settlement Payment checks shall remain valid and negotiable for 180 calendar days  
15 from the date of their issuance. Settlement Payment checks will automatically be  
16 cancelled by the Settlement Administrator if they are not cashed by the Class Member  
17 within that time, and the Class Member’s relevant claims will remain released by the  
18 Settlement. Settlement Payment checks which have expired will not be reissued.

19 39. Funds from un-cashed or abandoned Settlement Payment checks, based  
20 on a 180-day void date, shall be transmitted to the California State Controller’s Office  
21 for Unclaimed Property in the name of each Class Member who failed to cash their  
22 Settlement Payment check prior to the void date.

23 40. Upon completion of its calculation of Settlement Payments, the  
24 Settlement Administrator shall provide Class Counsel and Shamrock’s Counsel with  
25 a report listing the amounts of all payments to be made to Class Members (to be  
26 identified anonymously by employee number or other identifier). A Declaration  
27 attesting to completion of all payment obligations will be provided to Class Counsel  
28 and Shamrock’s Counsel and filed with the Court by Class Counsel.

1           **RELEASE BY THE CLASS MEMBERS AND PAGA EMPLOYEES**

2           41. Upon the final approval by the Court of this Settlement and Shamrock’s  
3 payment of all sums due pursuant to this Settlement, and except as to such rights or  
4 claims as may be created by this Settlement, (i) Plaintiffs/Class Representatives,  
5 (ii) Class Members who have not submitted a valid and timely request for exclusion  
6 as to the Released Class Claims, (iii) and PAGA Employees, regardless of whether  
7 they have requested exclusion from the Settlement of the Released Class Claims, shall  
8 release claims as follows:

9           (a)   **Date Release Becomes Active.** The Released Class Claims and  
10           Released PAGA Claims will be released upon the later of (1) the  
11           Settlement’s Effective Date, or (2) the satisfaction of Shamrock’s  
12           obligation to provide to the Settlement Administrator a sum in the  
13           amount required to satisfy all required payments and distributions  
14           pursuant to this Settlement and the Order and Judgment of final  
15           approval. Class Members will not release the Released Class  
16           Claims or Released PAGA Claims until both the Effective Date  
17           of the Settlement has occurred, **and** Shamrock has funded the  
18           settlement.

19           (b)   **Claims Released by Settlement Class Members.** Each and  
20           every Settlement Class Member, on behalf of himself or herself  
21           and his or her heirs and assigns, shall release Releasees from  
22           Released Class Claims during the Class Period.

23           (c)   **Claims Released by PAGA Employees.** All PAGA Employees  
24           shall release Releasees from all Released PAGA Claims during  
25           the PAGA Period regardless of whether they have requested  
26           exclusion from the Settlement as to the Released Class Claims.

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**EMPLOYMENT BY DEFENDANT**

42. Current employment of Plaintiffs by Defendant is not consideration for, or a condition of, this Settlement.

**DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

43. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in support of Plaintiffs’ unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action Settlement, the Parties shall apply to the Court for the entry of an order:

- (a) Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorney’s fees and costs, and the Class Representatives’ Service Payment(s), should be finally approved as fair, reasonable, and adequate as to the Class Members;
- (b) Certifying a Class;
- (c) Approving as to form and content the proposed Notice;
- (d) Directing the mailing of the Notice;
- (e) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court;
- (f) Conditionally appointing Plaintiffs and Class Counsel as representatives of the proposed Class Members; and,
- (g) Appointing CPT Group as the Settlement Administrator, and order the Settlement Administrator to issue Notices as outlined above.

**DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

44. In conjunction with the hearing of a motion for final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendant’s Counsel for review and approval and then submit to the

1 Court a proposed final order and judgment containing provisions sufficient to  
2 accomplish the following:

- 3 (a) Approving the Settlement, adjudging the terms thereof to be fair,  
4 reasonable and adequate, and directing consummation of its  
5 terms and provisions;
- 6 (b) Approving Class Counsel’s application for an award of attorney’s  
7 fees and costs;
- 8 (c) Approving the Service Payments to the Class Representatives;
- 9 (d) Adjudging the Settlement Administrator has fulfilled its initial  
10 notice and reporting duties under the Settlement.
- 11 (e) Adjudging Plaintiffs and Class Counsel may adequately  
12 represent the Final Settlement Class for the purpose of entering  
13 into and implementing the Agreement;
- 14 (f) Entering a final judgment for dismissal in the Action;
- 15 (g) Adjudging that notwithstanding the submission of a timely  
16 request for exclusion, Class Members are still bound by the  
17 settlement and release of the Released PAGA Claims or remedies  
18 under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal.  
19 4th 969 (2009), as requests to be excluded from the Settlement  
20 do not apply to the Released PAGA Claims, and further affirms  
21 that the State’s claims for civil penalties pursuant to PAGA are  
22 also extinguished;
- 23 (h) Directing the posting of the final judgment on a website  
24 maintained by the Settlement Administrator for a period of not  
25 less than 90 calendar days after entry of final judgment.

26 Any revised final judgments will also be provided to Defendant’s Counsel for review  
27 and approval before they are submitted to the Court.

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## NULLIFICATION AND TERMINATION

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2           45. This Settlement will be null and void if any of the following occur: (a) the  
3 Court should for any reason fail to certify a class for settlement purposes; (b) the  
4 Court should for any reason fail to preliminarily or finally approve of this Settlement  
5 in the form agreed to by the Parties, other than adjustments made to the attorney's  
6 fees and costs or granting of Service Payments; (c) the Court should for any reason  
7 fail to enter the final judgment; (d) the final judgment is reversed, modified, or  
8 declared or rendered void; or (e) the Settlement does not become final for any other  
9 reason.

10           46. If ten percent (10%) or more of the Class Members opt out of this  
11 Settlement, then Defendant in their sole discretion may terminate, nullify and void  
12 this Settlement. The Settlement Administrator shall provide Defendant's Counsel  
13 with the information necessary to effectuate this provision on a regular basis, but no  
14 less frequently than on a monthly basis. To terminate this Settlement under this  
15 paragraph, Defendant's Counsel must give Class Counsel written notice, by United  
16 States registered or certified mail, return receipt requested no later than 30 calendar  
17 days after the Response Deadline. Moreover, any notice by Defendant under this  
18 provision shall also be concurrently emailed to all Class Counsel, as a courtesy. If this  
19 option is exercised by Defendant, Defendant shall be solely responsible for the costs  
20 incurred by the Settlement Administrator for the settlement administration. In the  
21 event this Settlement is nullified or terminated as provided above: (i) this Settlement  
22 shall be considered null and void, (ii) neither this Settlement nor any of the related  
23 negotiations or proceedings shall have any force or effect and no party shall be bound  
24 by any of its terms, and (iii) all Parties to this Settlement shall stand in the same  
25 position, without prejudice, as if the Settlement had been neither entered into nor filed  
26 with the Court.

27           47. In the event the number of Settlement Class members exceeds 750 by  
28 more than ten percent (10%), then the Gross Settlement Amount will increase

1 proportionally to the increase in Settlement Class Members (e.g., if the number of  
2 Settlement Class Members increases by 25%, then the Gross Settlement Amount shall  
3 increase by 15%). However, in Defendant's sole discretion, Defendant may reduce  
4 the class size (by, for example, modifying the Class Period) so the number of  
5 Settlement Class Members does not exceed that 10% threshold and thus no increase  
6 in the Gross Settlement Amount is necessary.

#### 7 **PARTIES' AUTHORITY**

8 48. The signatories hereto hereby represent that they are fully authorized to  
9 enter into this Settlement and bind the Parties hereto to the terms and conditions  
10 thereof.

#### 11 **MUTUAL FULL COOPERATION**

12 49. The Parties agree to fully cooperate with each other to accomplish the  
13 terms of this Settlement including, but not limited to, execution of such documents  
14 and taking such other action as reasonably may be necessary to implement the terms  
15 of this Settlement. The Parties to this Settlement shall use their best efforts, including  
16 all efforts contemplated by this Settlement and any other efforts that may become  
17 necessary by order of the Court, or otherwise, to effectuate this Settlement and the  
18 terms set forth herein. As soon as practicable after execution of this Settlement, Class  
19 Counsel shall, with the assistance and cooperation of Defendant and Defendant's  
20 Counsel, take all necessary steps to secure the Court's preliminary and final approval  
21 of this Settlement.

#### 22 **NO PRIOR ASSIGNMENTS**

23 50. The Parties and their respective counsel represent, covenant, and warrant  
24 that they have not directly or indirectly assigned, transferred, encumbered, or  
25 purported to assign, transfer, or encumber to any person or entity any portion of any  
26 liability, claim, demand, action, cause of action or rights herein released and  
27 discharged except as set forth herein.

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**NO ADMISSION OF LIABILITY**

51. Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all the claims and contentions alleged by the Plaintiffs in this case. Defendant has entered into this Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

**ENFORCEMENT ACTIONS**

52. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorney’s fees and costs, including expert witness fees incurred in connection with any actions.

**NOTICES**

53. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

Class Counsel:  
  
Michael H. Boyamian  
BOYAMAIN LAW, INC.  
550 North Brand Boulevard, Suite  
1500  
Glendale, California 91203  
Tel: (818) 547-5300  
Fax: (818) 547-5678  
michael@boymanianlaw.com

Counsel for Defendant:  
  
Andrew J. Sommer  
Ariella M. Kupetz  
FISHER & PHILLIPS LLP  
444 South Flower Street, Suite 1500  
Los Angeles, California 90071  
Telephone (213) 330-4500  
Facsimile (213) 330-4501  
Email:  
asommer@fisherphillips.com  
akupetz@fisherphillips.com

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**CONSTRUCTION**

54. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Settlement.

**CAPTIONS AND INTERPRETATIONS**

55. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

**MODIFICATION**

56. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

**INTEGRATION CLAUSE**

57. This Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party’s legal counsel, are merged herein. No rights hereunder may be waived except in writing.

**WAIVER OF APPEALS**

58. The Parties agree to waive appeals and to stipulate to class certification for purposes of implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the amount awarded as attorney’s fees in the event that the Court awards less than the requested amount of attorney’s fees.

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**BINDING ON ASSIGNS**

59. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

**CLASS COUNSEL SIGNATORIES**

60. It is agreed that it is impossible or impractical to have each Class Member execute this Settlement. The Notice will advise all Class Members of the binding nature of the Released Class Claims and Released PAGA Claims, and the release shall have the same force and effect as if this Settlement were executed by each Class Member.

**COUNTERPARTS**

61. This Settlement may be executed in counterparts and by electronic or facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

**CONFIDENTIALITY & PUBLIC COMMENT**

62. The Class Representatives and Class Counsel agree they will not make any disparaging comments about Defendant relating to this Settlement of this Action or disclose the negotiations of the Settlement. The Class Representatives and Class Counsel shall only disclose matters of public record other than to Class Members, who may receive information about the Settlement that is not in the public record after the Court has preliminarily approved the Settlement. Other than as to Class Members or as expressly allowed below, the Parties and attorneys will keep the settlement confidential until the filing of the motion for preliminary approval of the class settlement. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement, other than in court filings. Any communication about the Settlement to Class Members prior to the Court-approved

1 mailing will be limited to (1) a statement that a settlement has been reached, (2) a  
2 statement of any of the details that would necessarily be included in any Court-  
3 approved Notice if a Class Member requests details about the proposed Settlement,  
4 and (3) a warning that the terms of the proposed Settlement have not yet been  
5 approved by the Court. Prior to preliminary approval, the Class Representatives are  
6 prohibited from discussing the terms or the fact of the settlement with third parties  
7 other than (1) a spouse, (2) accountants or lawyers as necessary for tax purposes, or  
8 (3) Class Members. At all times, the Class Representatives are prohibited from  
9 communicating about the terms or the fact of the settlement on any form of social  
10 media (“Social Media Bar”). In the event of a proven breach of the Social Media Bar,  
11 the violating Plaintiff shall forfeit one-half of the class representative enhancement  
12 payment, as a form of liquidated damages. Class Counsel will not include or use the  
13 settlement for any marketing or promotional purposes other than as expressly allowed  
14 above.

### 15 **FINAL JUDGMENT**

16 63. The Parties agree that, upon final approval of the Settlement, final  
17 judgment of dismissal of this Action will be made and entered in its entirety. The  
18 final judgment may be included in the Order granting Final Approval of the  
19 Settlement.

20 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily  
21 executed this Joint Stipulation of Class Action Settlement between Plaintiffs and  
22 Defendant as set forth below:


23 IT IS SO STIPULATED.  
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1 **Plaintiffs & Class Representatives:**

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Dated: 10/6/2023

By:   
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George Valdez

Dated: 10/6/2023

By:   
5D4FA915CD874E4...  
Raul Romero

**Defendant:**

SHAMROCK FOODS COMPANY

Dated:

By: \_\_\_\_\_  
Carrie Ryerson,  
General Counsel

**Approved as to form:**

**Class Counsel:**

Dated:

BOYAMAIN LAW, INC.

By:   
Michael H. Boyamian

Attorney for Plaintiffs  
GEORGE VALDEZ and RAUL ROMERO

1 **Plaintiffs & Class Representatives:**

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4 Dated:

By:

George Valdez

5

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8 Dated:

By:

Raul Romero

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11 **Defendant:**

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SHAMROCK FOODS COMPANY

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14 Dated: 10/06/2023

By:

Carrie Ryerson,  
General Counsel

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18 **Approved as to form:**

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21 **Class Counsel:**

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23 Dated:

BOYAMAIN LAW, INC.

24

By:

Michael H. Boyamian

25

Attorney for Plaintiffs  
GEORGE VALDEZ and RAUL ROMERO

26

27

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1 **Defendant's Counsel:**


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3 Dated: 10/06/2023

FISHER & PHILLIPS, LLP

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By: 

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Andrew J. Sommer  
Ariella M. Kupetz

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Attorneys for Defendant  
SHAMROCK FOODS COMPANY

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