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

GELIN TURCIO TOLEDO individually, and  
on behalf of other members of the general public  
similarly situated,

Plaintiff,

vs.

COLUMBUS MANUFACTURING, INC., a  
Delaware corporation; HORMEL FOODS  
CORPORATION, a Delaware corporation;  
HORMEL FOODS INTERNATIONAL  
CORPORATION, a Delaware corporation;  
HORMEL FOODS CORPORATE SERVICES,  
LLC, a Delaware limited liability company;  
HORMEL FOODS OPERATIONS, LLC, a  
Minnesota limited liability company; HORMEL  
FOODS SALES, LLC, a Delaware limited  
liability company; and DOES 1 through 10,  
inclusive,

Defendants.

Case No.: RG21106838

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



1 (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in  
2 Microsoft Office Excel and will include each Class Member's full name; most recent mailing address  
3 and telephone number; Social Security number; dates of employment; and the respective number of  
4 Workweeks that each Class Member worked during the Class Period and PAGA Period.

5 5. "Class Member(s)" or "Settlement Class" means all current and former hourly paid,  
6 non-exempt employees of Defendants who worked in the State of California at any time during the  
7 period from July 28, 2017 through February 18, 2023.

8 6. "Class Notice" means the Notice of Class Action Settlement, substantially in the form  
9 attached as Exhibit A.

10 7. "Class Period" means the period from July 28, 2017 through February 18, 2023.

11 8. "Class Representative Enhancement Payments" means the amounts to be paid to  
12 Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class Members,  
13 and for their general release of claims. Subject to the Court granting final approval of this Settlement  
14 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of  
15 Class Representative Enhancement Payments of up to Ten Thousand Dollars (\$10,000), each.

16 9. "Court" means the Alameda County Superior Court.

17 10. "Defendants" means Defendants Columbus Manufacturing, Inc., Hormel Foods  
18 Corporation, Hormel Foods International Corporation, Hormel Foods Corporate Services, LLC, Hormel  
19 Foods Operations, LLC, and Hormel Foods Sales, LLC.

20 11. "Effective Date" means the later of: (a) if no timely objections are filed, or are  
21 withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an  
22 objection to the Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of  
23 Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an  
24 objector, then the Effective Date will be the date of final resolution of that appeal (including any requests  
25 for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

26 12. "Final Approval" means the date on which the Court enters an order granting final  
27 approval of the Settlement Agreement.

28 13. "Gross Settlement Amount" means the Gross Settlement Amount of Two Million Three

1 Hundred Thousand Dollars (\$2,300,000), to be paid by Defendants in full satisfaction of all Released  
2 Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments,  
3 Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement  
4 Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by  
5 Plaintiffs and Defendants based on the aggregation of the agreed-upon settlement value of individual  
6 claims. In no event will Defendants be liable for more than the Gross Settlement Amount except as  
7 otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to  
8 Defendants. Defendants will be separately responsible for any employer payroll taxes required by law,  
9 including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross  
10 Settlement Amount.

11 14. "Individual Settlement Payment" means each Participating Class Member's and PAGA  
12 Member's respective shares of the Net Settlement Fund and PAGA Fund.

13 15. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining  
14 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the  
15 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be  
16 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to  
17 Defendants.

18 16. "Notice of Objection" means a Class Member's valid and timely written objection to the  
19 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full  
20 name, signature, address, and telephone number, (b) a written statement of all grounds for the objection  
21 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other  
22 documents upon which the objection is based; and (d) a statement whether the objector intends to appear  
23 at the final fairness hearing.

24 17. "PAGA Members" means all current and former hourly paid, non-exempt employees of  
25 Defendants who worked in the State of California at any time during the period from April 6, 2020  
26 through February 18, 2023.

27 18. "PAGA Period" means the period from April 6, 2020 through February 18, 2023.

28 19. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to

1 the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with  
2 Plaintiffs’ claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,  
3 *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that One Hundred Thousand Dollars  
4 (\$100,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to  
5 PAGA, Seventy-Five Percent (75%), or Seventy Five Thousand Dollars (\$75,000), of the PAGA  
6 Settlement Amount will be paid to the California Labor and Workforce Development Agency (“Labor  
7 and Workforce Development Agency Payment”), and Twenty-Five Percent (25%), or Twenty Five  
8 Thousand Dollars (\$25,000) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA  
9 Members, even if they request to be excluded from the Settlement Class.

10 20. “Parties” means Plaintiffs and Defendants collectively.

11 21. “Participating Class Members” means all Class Members who do not submit timely and  
12 valid Requests for Exclusion.

13 22. “Plaintiffs” means Plaintiffs Maria Garcia Ruiz and Gelin Turcios Toledo.

14 23. “Preliminary Approval” means the date on which the Court enters an order granting  
15 preliminary approval of the Settlement Agreement.

16 24. “Released Class Claims” means all causes of action to be alleged in the Second  
17 Amended Complaint, or that could reasonably have been based on the factual allegations, during the  
18 Class Period, including but not limited to all of the following claims for relief: (a) failure to pay overtime  
19 wages; (b) failure to pay minimum wages; (c) failure to provide proper meal periods, and to properly  
20 provide premium pay in lieu thereof; (d) failure to authorize and permit rest breaks, and to properly  
21 provide premium pay in lieu thereof; (e) improper and/or inaccurate wage statements; (f) failure to  
22 maintain required records; (g) waiting time penalties for untimely final pay; (h) failure to timely pay  
23 wages during employment; (i) failure to reimburse; (j) failure to provide one day’s rest in seven; (k)  
24 failure to pay vacation wages; (l) unfair business practices; (m) any other claims or penalties under the  
25 wage and hour laws pleaded in the Actions; and (n) all damages, penalties, interest and other amounts  
26 recoverable under the foregoing causes of action or primary rights under California and federal law, to  
27 the extent permissible. It is understood that the Second Amended Complaint will encompass all claims  
28 that were alleged in the First Amended Complaints filed in each of the Actions, and all facts that were

1 alleged in the corresponding pre-lawsuit notice letters that were submitted by Plaintiffs to the LWDA.

2 25. "Released PAGA Claims" means all claims for civil penalties under California Labor  
3 Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts  
4 alleged in Plaintiffs' LWDA letters and the Second Amended Complaint during the PAGA Period.

5 26. "Released Parties" means Defendants, and their past, present and/or future, direct and/or  
6 indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers,  
7 partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,  
8 predecessors, successors, assigns, and joint venturers.

9 27. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a  
10 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the  
11 name, address, telephone number and last four digits of the Social Security Number of the Class  
12 Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement  
13 Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement;  
14 and (e) be faxed or postmarked on or before the Response Deadline.

15 28. "Response Deadline" means the deadline by which Class Members must postmark or  
16 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the  
17 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement  
18 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of  
19 the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a  
20 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which  
21 the U.S. Postal Service is open.

22 29. "Settlement Administration Costs" means the costs payable from the Gross Settlement  
23 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,  
24 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross  
25 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The  
26 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,  
27 any such costs in excess of the amount represented by the Settlement Administrator as being the  
28 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of

1 approximately Eight Hundred Fifty (850) Class Members, the Settlement Administration Costs are  
2 currently estimated to be Fifteen Thousand Dollars (\$15,000).

3 30. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action  
4 settlement administrator agreed to by the Parties and approved by the Court for the purposes of  
5 administering this Settlement. The Parties each represent that they do not have any financial interest in  
6 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that  
7 could create a conflict of interest.

8 31. "Workweeks" means the number of days between hire date and termination date for  
9 each Class Member during the Class Period, dividing by seven (7), and rounding up to the nearest whole  
10 number. Defendants may exclude weeks where a Class Member did not record any time in Defendants'  
11 timekeeping system, including vacation and leave weeks. All Class Members will be credited with at  
12 least one Workweek during the Class Period, and all PAGA Members will be credited with at least one  
13 Workweek during the PAGA Period.

#### 14 **TERMS OF AGREEMENT**

15 The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as  
16 follows:

17 32. Second Amended Complaint. As a condition of settlement, Plaintiffs will file a Second  
18 Amended Complaint ("SAC") to conform the pleadings with the scope of the Released Class Claims and  
19 Released PAGA Claims, and to add Maria Garcia Ruiz as a named plaintiff. The SAC will include all  
20 claims alleged in the First Amended Complaints and the notice letters submitted to the LWDA by each  
21 of the Plaintiffs in their respective Actions. Defendants will not be required to file an answer or other  
22 responsive pleading to the SAC. If, for any reason, the Court does not approve of the Settlement, or if the  
23 Settlement does not become final for any reason, then the SAC will be deemed withdrawn and the First  
24 Amended Complaints will again become the operative complaints without prejudice to Plaintiff Toledo's  
25 right to seek leave to file another amended complaint and without prejudice to Defendants' rights to  
26 object and/or challenge an amended pleading. Defendants do not impliedly or expressly waive any  
27 arguments or defenses to the SAC.

28 33. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of

1 the Gross Settlement Amount of Two Million Three Hundred Thousand Dollars (\$2,300,000) into a  
2 Qualified Settlement Account to be established by the Settlement Administrator. Other than the  
3 employer's share of payroll taxes, which Defendants will pay separately, Defendants will not be required  
4 to pay any additional funds as part of this Settlement Agreement. After the Effective Date, the Gross  
5 Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce  
6 Development Agency Payment; (c) the Class Representative Enhancement Payments; (d) Attorneys'  
7 Fees and Costs; and (e) Settlement Administration Costs. Defendants will deposit the Gross Settlement  
8 Amount and the employer's share of payroll taxes within ten (10) calendar days of the Effective Date  
9 ("Funding Date").

10 34. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or  
11 motion by Class Counsel for Attorneys' Fees and Costs of not more than Seven Hundred Sixty Six  
12 Thousand Six Hundred Sixty Seven Dollars (\$766,667), plus the reimbursement of all out-of-pocket  
13 costs and expenses associated with Class Counsel's litigation and settlement of the Actions (including  
14 expert/consultant fees, investigations costs, etc.), not to exceed Twenty-Five Thousand Dollars  
15 (\$25,000), both of which will be paid from the Gross Settlement Amount. There will be no additional  
16 charge of any kind to either the Class Members or request for additional consideration from Defendants  
17 for such work unless, Defendants materially breach this Agreement, including any term regarding  
18 funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without  
19 limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or  
20 litigation costs and expenses in amounts that are less than the amounts provided for herein, then the  
21 unapproved portion(s) shall be a part of the Net Settlement Fund.

22 35. Class Representative Enhancement Payment. In exchange for a general release, and in  
23 recognition of their effort and work in prosecuting the Actions on behalf of Class Members, Defendants  
24 agree not to oppose or impede any application or motion for Class Representative Enhancement  
25 Payments of up to Ten Thousand Dollars (\$10,000), each, to Plaintiffs. The Class Representative  
26 Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to  
27 Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and  
28 legally responsible to pay any and all applicable taxes on the Class Representative Enhancement



1 Payments. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and  
2 effect even if the full amount of Class Representative Enhancement Payments sought by Plaintiffs is not  
3 ultimately awarded by the Court.

4 36. Settlement Administration Costs. The Settlement Administrator will be paid for the  
5 reasonable costs of administration of the Settlement and distribution of payments from the Gross  
6 Settlement Amount, which is currently estimated to be Fifteen Thousand Dollars (\$15,000). These costs,  
7 which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting  
8 on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class  
9 Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and  
10 declarations.

11 37. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount  
12 of One Hundred Thousand Dollars (\$100,000) from the Gross Settlement Amount will be designated for  
13 satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy Five  
14 Thousand Dollars (\$75,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or  
15 Twenty Five Thousand Dollars (\$25,000), will be paid to PAGA Members in proportion to the number  
16 of Workweeks worked during the PAGA Period.

17 38. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement  
18 resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private  
19 Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA  
20 Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and  
21 all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA  
22 Member has the right to object to the PAGA Settlement Amount.

23 39. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating  
24 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

25 40. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No  
26 portion of the PAGA Fund will revert to or be retained by Defendants.

27 41. Individual Settlement Payment Calculations. Individual Settlement Payments will be  
28 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of

1 Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of  
2 Individual Settlement Payments will be made as follows:

3 41(a) Payments from the Net Settlement Fund. Defendants will calculate the total  
4 number of Workweeks worked by each Class Member during the Class  
5 Period and the aggregate total number of Workweeks worked by all Class  
6 Members during the Class Period. To determine each Class Member's  
7 estimated "Individual Settlement Payment" from the Net Settlement Fund,  
8 the Settlement Administrator will use the following formula: The Net  
9 Settlement Fund will be divided by the aggregate total number of  
10 Workweeks, resulting in the "Workweek Value." Each Class Member's  
11 "Individual Settlement Payment" will be calculated by multiplying each  
12 individual Class Member's total number of Workweeks by the Workweek  
13 Value. The Individual Settlement Payment will be reduced by any required  
14 deductions for each Participating Class Member as specifically set forth  
15 herein, including employee-side tax withholdings or deductions. The entire  
16 Net Settlement Fund will be disbursed to all Class Members who do not  
17 submit timely and valid Requests for Exclusion. If there are any valid and  
18 timely Requests for Exclusion, the Settlement Administrator shall  
19 proportionately increase the Individual Settlement Payment for each  
20 Participating Class Member according to the number of Workweeks  
21 worked, so that the amount actually distributed to the Settlement Class  
22 equals 100% of the Net Settlement Fund.

23 41(b) Payments from the PAGA Fund. Defendants will calculate the total number  
24 of Workweeks worked by each PAGA Member during the PAGA Period  
25 and the aggregate total number of Workweeks worked by all PAGA  
26 Members during the PAGA Period. To determine each PAGA Member's  
27 estimated "Individual Settlement Payment," the Settlement Administrator  
28 will use the following formula: The PAGA Fund will be divided by the

1 aggregate total number of Workweeks, resulting in the “PAGA Workweek  
2 Value.” Each PAGA Member’s “Individual Settlement Payment” will be  
3 calculated by multiplying each individual PAGA Member’s total number of  
4 Workweeks by the PAGA Workweek Value. The entire PAGA Fund will  
5 be disbursed to all PAGA Members.

6 42. No Credit Toward Benefit Plans. The Individual Settlement Payments made to  
7 Participating Class Members under this Settlement, as well as any other payments made pursuant to this  
8 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any  
9 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)  
10 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.  
11 Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions,  
12 or amounts to which any Class Members may be entitled under any benefit plans.

13 43. Administration Process. The Parties agree to cooperate in the administration of the  
14 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in  
15 administration of the Settlement.

16 44. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,  
17 Defendants will provide the Class List to the Settlement Administrator and to Class Counsel.

18 45. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class  
19 List from Defendants, the Settlement Administrator will mail a Class Notice to all Class Members via  
20 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class  
21 List.

22 46. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement  
23 Administrator will perform a search based on the National Change of Address Database for information  
24 to update and correct for any known or identifiable address changes. Any Class Notices returned to the  
25 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly  
26 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement  
27 Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is  
28 provided, the Settlement Administrator will promptly attempt to determine the correct address using a

1 skip-trace, or other search using the name, address and/or Social Security number of the Class Member  
2 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed  
3 Class Notice, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar  
4 days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an  
5 objection to the Settlement.

6 47. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will  
7 provide: (a) information regarding the nature of the Actions; (b) a summary of the Settlement's principal  
8 terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each  
9 respective Class Member and PAGA Member worked for Defendants during the Class Period and  
10 PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment  
11 and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class  
12 Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of  
13 Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions,  
14 or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

15 48. Disputed Information on Class Notices. Class Members will have an opportunity to  
16 dispute the information provided in their Class Notices. To the extent Class Members dispute their  
17 employment dates or the number of Workweeks on record, Class Members may produce evidence to the  
18 Settlement Administrator showing that such information is inaccurate. Defendants' records will be  
19 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the  
20 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,  
21 and will be decided within ten (10) business days after the Response Deadline.

22 49. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the  
23 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The  
24 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of  
25 receiving the defective submission to advise the Class Member that his or her submission is defective  
26 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have  
27 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter,  
28 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for

1 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

2 50. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the  
3 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement  
4 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the  
5 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request  
6 for Exclusion has been timely submitted.

7 51. Escalator. Defendants have represented that, during the period from July 28, 2017  
8 through November 18, 2022, Class Members worked a total of 95,000 Workweeks. If the number of  
9 workweeks of the Class between July 28, 2017 and November 18, 2022 is ultimately determined to  
10 increase more than 7% (i.e., to greater than 101,650), the Gross Settlement Amount will increase in  
11 proportion to the increase in the number of workweeks above 101,650. Thus, for example, should the  
12 number of Workweeks during the period between July 28, 2017 through November 18, 2022 increase by  
13 10% (i.e. 9,500 Workweeks), for a total of 104,500 Workweeks, then the Gross Settlement Amount shall  
14 be increased by 3% (i.e. \$69,000.00), to an increased Gross Settlement Amount of \$2,369,000.00.

15 52. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member  
16 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid  
17 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class  
18 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the  
19 Settlement.

20 53. Releases by Participating Class Members. Upon the Funding Date, and except as to such  
21 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,  
22 together and individually, on their behalf and on behalf of their respective heirs, executors,  
23 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released  
24 Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

25 54. Release as To State of California and LWDA. Upon the Funding Date, as  
26 representatives of the State of California and on behalf of the LWDA, the Plaintiffs fully and finally  
27 release the Released Parties from the Released PAGA Claims for the PAGA Period. This release will  
28 take effect whether or not a PAGA Member receives the PAGA portion of his or her Individual

1 Settlement Payment or cashes and deposits any check for the Individual Settlement Payment. Each  
2 Class Member who submits a valid and timely Request for Exclusion, seeking exclusion from the  
3 Settlement as provided for in this Agreement, shall not affect the settlement and release of the Released  
4 PAGA Claims as to the Released Parties, and PAGA Members will be precluded from acting as an agent  
5 and proxy of the State of California and LWDA to bring or otherwise pursue Released PAGA Claims  
6 against any of the Released Parties..

7         55.     Defendants' Right to Rescind. Defendants will have, in their sole discretion, the right to  
8 void and withdraw from the Settlement if, at any time prior to Final Approval, Five Percent (5%) or  
9 more of Class Members opt out of the settlement. Defendants must exercise this right of rescission in  
10 writing to Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to  
11 rescind is exercised, then Defendants will be solely responsible for all Settlement Administration Costs  
12 incurred to the date of rescission.

13         56.     Objection Procedures. To object to the Settlement Agreement, a Class Member may  
14 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response  
15 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by  
16 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be  
17 deemed to have waived all objections to the Settlement and will be foreclosed from making any  
18 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the  
19 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written  
20 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class  
21 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a  
22 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for  
23 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the  
24 Class Member shall not participate in or be bound by the Settlement.

25         57.     Certification Reports Regarding Individual Settlement Payment Calculations. The  
26 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that  
27 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to  
28 the Settlement, and whether any Class Member has submitted a challenge to any information contained

1 in their Class Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties  
2 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

3 58. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days  
4 of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class  
5 Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and  
6 (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved  
7 services performed in connection with the Settlement.

8 59. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment  
9 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for  
10 more than one hundred and eighty (180) calendar days after issuance will be tendered to the State  
11 Controller's Office, Unclaimed Property Division.

12 60. Certification of Completion. Upon completion of administration of the Settlement, the  
13 Settlement Administrator will provide a written declaration under oath to certify such completion to the  
14 Court and counsel for all Parties.

15 61. Treatment of Individual Settlement Payments. All Individual Settlement Payments will  
16 be allocated as follows: (a) One-Third (1/3) of each Individual Settlement Payment will be allocated as  
17 wages for which IRS Forms W-2 will be issued; and (b) Two-Thirds (2/3) will be allocated as non-  
18 wages for which IRS Forms 1099-MISC will be issued.

19 62. Administration of Taxes by the Settlement Administrator. The Settlement Administrator  
20 will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class  
21 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to  
22 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes  
23 and penalties to the appropriate government authorities.

24 63. Tax Liability. Defendants make no representation as to the tax treatment or legal effect  
25 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on  
26 any statement, representation, or calculation by Defendants or by the Settlement Administrator in this  
27 regard.

28 64. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES

1 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS  
2 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)  
3 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND  
4 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES  
5 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR  
6 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED  
7 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
8 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
9 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS  
10 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX  
11 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS  
12 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY  
13 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY  
14 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO  
15 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
16 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
17 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF  
18 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER  
19 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
20 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
21 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
22 AGREEMENT.

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

27           66.     Nullification of Settlement Agreement. In the event that: (a) the Court does not finally  
28 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other



1 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null  
2 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
3 likewise be treated as void from the beginning.

4 67. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to  
5 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval  
6 Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b)  
7 preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness  
8 hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class  
9 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will  
10 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the  
11 proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for  
12 drafting all documents necessary to obtain preliminary approval.

13 68. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the  
14 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the  
15 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the  
16 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)  
17 the Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the Labor and  
18 Workforce Development Agency Payment; (e) all Settlement Administration Costs. The final fairness  
19 hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel  
20 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also  
21 be responsible for drafting the attorneys' fees and costs application to be heard at the final approval  
22 hearing.

23 69. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the  
24 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its  
25 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of  
26 addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement  
27 administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as  
28 set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement

1 Administrator's website.

2 70. Release by Plaintiffs. Upon the Funding Date, in addition to the claims being released by  
3 all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to the  
4 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not  
5 asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of  
6 this Settlement Agreement, including their individual PAGA claims. To the extent the foregoing release  
7 is a release to which Section 1542 of the California Civil Code or similar provisions of other applicable  
8 law may apply, Plaintiffs expressly waive any and all rights and benefits conferred upon them by the  
9 provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are  
10 as follows:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
12 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
13 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE  
14 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
15 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED  
16 PARTY.

17 71. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the  
18 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
19 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

20 72. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the  
21 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements  
22 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section  
23 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is  
24 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and  
25 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or  
26 contradict the terms of this Settlement Agreement.

27 73. Amendment or Modification. No amendment, change, or modification to this Settlement  
28 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved

1 by the Court.

2 74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and  
3 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
4 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
5 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
6 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each  
7 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to  
8 reach agreement on the form or content of any document needed to implement the Settlement, or on any  
9 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties  
10 may seek the assistance of the Court to resolve such disagreement.

11 75. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
12 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13 76. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto  
14 will be governed by and interpreted according to the laws of the State of California.

15 77. Execution and Counterparts. This Settlement Agreement is subject only to the execution  
16 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
17 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned  
18 copies of the signature page, will be deemed to be one and the same instrument.

19 78. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
20 Settlement Agreement is a fair, adequate and reasonable settlement of the Actions and have arrived at  
21 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into  
22 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
23 represented by competent counsel and that they have had an opportunity to consult with their counsel  
24 regarding the fairness and reasonableness of this Settlement.

25 79. Invalidity of Any Provision. Before declaring any provision of this Settlement  
26 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
27 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement  
28 valid and enforceable.

1           80.     Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
2 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may  
3 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,  
4 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

5           81.     Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to  
6 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not  
7 approved, the stipulation to certification will be void. The Parties further agree that certification for  
8 purposes of the Settlement is not an admission that class action certification is proper under the standards  
9 applied to contested certification motions and that this Settlement Agreement will not be admissible in  
10 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendants  
11 are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

12           82.     Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute  
13 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In  
14 entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any  
15 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or  
16 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached  
17 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with  
18 respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any  
19 of the negotiations connected with it, will be construed as an admission or concession by Defendants of  
20 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to  
21 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be  
22 offered or received as evidence in any action or proceeding to establish any liability or admission on the  
23 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-  
24 compliance with, federal, state, local or other applicable law.

25           83.     No Public Comment: The Parties and their counsel agree that they will not cause to be  
26 posted on any website other than that of the Settlement Administrator, issue any press releases, initiate  
27 any contact with the press, respond to any press inquiry, or have any communication with the press about  
28 the fact, amount or terms of the Settlement.

1           84.     Waiver. No waiver of any condition or covenant contained in this Settlement Agreement  
2 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or  
3 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

4           85.     Enforcement Actions. In the event that one or more of the Parties institutes any legal  
5 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement  
6 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be  
7 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including  
8 expert witness fees incurred in connection with any enforcement actions.

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

14           87.     Representation By Counsel. The Parties acknowledge that they have been represented  
15 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
16 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,  
17 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

20           89.     Cooperation and Execution of Necessary Documents. All Parties will cooperate in good  
21 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this  
22 Settlement Agreement.

23           90.     Binding Agreement. The Parties warrant that they understand and have full authority to  
24 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully  
25 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in  
26 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that  
27 otherwise might apply under federal or state law.  
28

1 **READ CAREFULLY BEFORE SIGNING**

2 **PLAINTIFF**

3  
4 Dated: Aug 25, 2023

MAFZ  
Maria Francisca Garcia Ruiz (Aug 25, 2023 19:02 PDT)

5 Maria Garcia Ruiz

6 **PLAINTIFF**

7  
8 Dated: \_\_\_\_\_

9 \_\_\_\_\_  
10 Gelin Turcios Toledo

11 **DEFENDANTS**

12 Dated: \_\_\_\_\_

13 \_\_\_\_\_  
14 *[Please Print Name of Authorized Signatory]*  
15 Columbus Manufacturing, Inc., Hormel Foods  
16 Corporation, Hormel Foods International  
17 Corporation, Hormel Foods Corporate Services, LLC,  
18 Hormel Foods Operations, LLC, And Hormel Foods  
19 Sales, LLC

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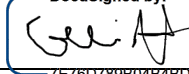
**PLAINTIFF**

Dated: \_\_\_\_\_

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Maria Garcia Ruiz

**PLAINTIFF**

Dated: 8/28/2023 \_\_\_\_\_

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\_\_\_\_\_  
Gelin Turcios Toledo

**DEFENDANTS**

Dated: \_\_\_\_\_

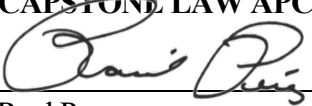
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*[Please Print Name of Authorized Signatory]*  
Columbus Manufacturing, Inc., Hormel Foods Corporation, Hormel Foods International Corporation, Hormel Foods Corporate Services, LLC, Hormel Foods Operations, LLC, And Hormel Foods Sales, LLC

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**APPROVED AS TO FORM**

**CAPSTONE LAW APC**

Dated: 8/28/2023

By:   
\_\_\_\_\_

Raul Perez

Attorneys for Plaintiff Gelin Turcios Toledo

**BIBIYAN LAW GROUP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David B. Bibiyan  
Vedang J. Patel

Attorneys for Plaintiff Maria Garcia Ruiz

**OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Alexander M. Chemers

Attorneys for Defendants Columbus Manufacturing,  
Inc., Hormel Foods Corporation, Hormel Foods  
International Corporation, Hormel Foods Corporate  
Services, LLC, Hormel Foods Operations, LLC, and  
Hormel Foods Sales, LLC



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**APPROVED AS TO FORM**

**CAPSTONE LAW APC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Raul Perez

Attorneys for Plaintiff Gelin Turcios Toledo

**BIBIYAN LAW GROUP**

Dated: September 1, 2023

By: Vedang J. Patel

David B. Bibiyan

Vedang J. Patel

Attorneys for Plaintiff Maria Garcia Ruiz

**OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Alexander M. Chemers

Attorneys for Defendants Columbus Manufacturing, Inc., Hormel Foods Corporation, Hormel Foods International Corporation, Hormel Foods Corporate Services, LLC, Hormel Foods Operations, LLC, and Hormel Foods Sales, LLC

# Exhibit A

*Toledo v. Columbus Manufacturing, Inc.*, No. RG21106838  
*Maria Garcia Ruiz v. Columbus Manufacturing, Inc.*, No. RG21109793  
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ALAMEDA  
NOTICE OF CLASS ACTION SETTLEMENT

*You are not being sued. This notice affects your rights. Please read it carefully*

To: All current and former hourly paid, non-exempt employees of Defendants Columbus Manufacturing, Inc., Hormel Foods Corporation, Hormel Foods International Corporation, Hormel Foods Corporate Services, LLC, Hormel Foods Operations, LLC, and Hormel Foods Sales, LLC (“Defendants”) who worked in the State of California at any time during the period from July 28, 2017 through February 18, 2023 (“Class Members”).

All current and former hourly paid, non-exempt employees of Defendants who worked in the State of California at any time during the period from April 6, 2020 through February 18, 2023 (“PAGA Members”).

On \_\_\_\_\_, the Honorable Evelio Grillo of the Alameda County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

**Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund.** The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at :00 \_m. on \_\_\_\_\_, 2024 in Department 21 of the Alameda County Superior Court located at 1221 Oak Street, Oakland, California 94612.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

**The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the “Search” tab at the top of the page, then select the Document Downloads link, enter the case number and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.**

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>You Don’t Have to Do Anything to Participate in the Settlement</b>	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims and, if you are also a PAGA Member, PAGA penalty claims against Defendants based on the facts alleged in the Action during the applicable Class Period and PAGA Period.
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<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is [DATE]</b></p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period.</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by [DATE]</b></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.</p>
<p><b>You Can Participate in the [DATE] Final Approval Hearing</b></p>	<p>The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 21 of the Alameda County Superior Court located at 1221 Oak Street, Oakland, California 94612. 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.</p> <p>If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement.</p>

**Summary of the Litigation**

Plaintiffs Maria Garcia Ruiz and Gelin Turcios Toledo, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On November 18, 2022, the parties participated in a mediation with Louis Marlin, Esq., an experienced and well-respected class action mediator. With Mr. Marlin's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and Bibiyan Law Group ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

**Summary of The Proposed Settlement Terms**

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$2,300,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$10,000 , each, to Maria Garcia Ruiz and Gelin Turcios Toledo for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendants; (3) \$766,667 in attorneys’ fees and up to \$\_ in litigation costs and expenses; (4) a \$100,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), inclusive of a \$75,000 payment to the California Labor and Workforce Development Agency (“LWDA”) in connection with the PAGA, and a \$25,000 payment (“PAGA Fund”) to all PAGA Members; and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$15,000. After deducting the above payments, a total of approximately \$\_ will be allocated to Class Members who do not opt out of the Settlement Class (“Net Settlement Fund”). Additionally, all PAGA Members will receive a proportional share of the \$25,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

**Payments from Net Settlement Fund.** Defendants will calculate the total number of Workweeks worked by each Class Member from July 28, 2017 through February 18, 2023 (“Class Period”) and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member’s estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the “Workweek Value.” Each Class Member’s share of the Net Settlement Fund will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member’s share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendants’ records, you worked during the Class Period in a non-exempt position for a total of \_\_\_\_ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ \_\_\_\_.

**Payments from PAGA Fund.** Defendants will calculate the total number of Workweeks worked by each PAGA Member from April 6, 2020 through February 18, 2023 (“PAGA Period”) and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member’s estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks, resulting in the “PAGA Workweek Value.” Each PAGA Member’s share of the PAGA Fund will be calculated by multiplying each individual Participating PAGA Member’s total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

According to Defendants’ records, you worked during the PAGA Period in a non-exempt position for a total of \_\_\_\_ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$ \_\_\_\_.

**Your Estimated Payment:** Based on the above, your estimated payment from the settlement is approximately \$ \_\_\_\_\_. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator  
c/o \_\_\_\_\_  
Fax No. \_\_\_\_\_

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

**Taxes on Settlement Payments.** IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 1/3 of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 2/3 will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

### **Your Options Under the Settlement**

#### **Option 1 – *Automatically Receive a Payment from the Settlement***

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims and, if you are also a PAGA Member, will be bound by the Released PAGA Claims:

**Released Class Claims:** All causes of action to be alleged in the Second Amended Complaint, or that could reasonably have been based on the factual allegations, during the Class Period, including but not limited to all of the following claims for relief: (a) failure to pay overtime wages; (b) failure to pay minimum wages; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to authorize and permit rest breaks, and to properly provide premium pay in lieu thereof; (e) improper and/or inaccurate wage statements; (f) failure to maintain required records; (g) waiting time penalties for untimely final pay; (h) failure to timely pay wages during employment; (i) failure to reimburse; (j) failure to provide one day's rest in seven; (k) failure to pay vacation wages; (l) unfair business practices; (m) any other claims or penalties under the wage and hour laws pleaded in the Actions; and (n) all damages, penalties, interest and other amounts recoverable under the foregoing causes of action or primary rights under California and federal law, to the extent permissible. It is understood that the Second Amended Complaint will encompass all claims that were alleged in the First Amended Complaints filed in each of the Actions, and all facts that were alleged in the corresponding pre-lawsuit notice letters that were submitted by Plaintiffs to the LWDA.

**Released PAGA Claims:** All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts alleged in Plaintiffs' LWDA letters and the Second Amended Complaint during the PAGA Period.

#### **Option 2 – *Opt Out of the Settlement***

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o \_\_\_\_\_

\_\_\_\_\_

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

The Request for Exclusion must be postmarked or faxed not later than \_\_\_\_\_, 2024. If you submit a Request for Exclusion which is not postmarked or faxed by \_\_\_\_\_, 2024, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still be bound to the Released PAGA Claims, and will receive a payment from the PAGA Fund.

### **Option 3 – Object to the Settlement**

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator’s address].

All written objections must be received by the administrator by not later than \_\_\_\_\_2024. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in the Superior Court of the State of California, for the County of Alameda and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

### **Additional Information**

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez  
**Capstone Law APC**  
1875 Century Park E., Suite 1000  
Los Angeles, CA 90067  
Phone: 1 (888) 378-1455

David D. Bibiyan  
**Bibiyan Law Group, P.C.**  
8484 Wilshire Blvd, Ste 500,  
Beverly Hills, CA 90211  
Phone: Number

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS’ ATTORNEYS WITH INQUIRIES.

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***