

Bruce Kokozyan, Esq. (SBN 195723)
KOKOZIAN LAW FIRM, APC
9440 South Santa Monica Boulevard, Suite 510
Beverly Hills, California 90210
Telephone Number: (323) 857-5900
Fax Number: (310) 275-6301
Email: bkokozyan@kokozyanlawfirm.com

Attorneys for Plaintiffs
Carmen Villalobos, individually and
on behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

RAMON GARCIA, an Individual, on behalf
of himself and all others similarly situated

Plaintiffs,

v.

E & T FOODS, INC., a California
corporation; and DOES 1 through 100,
Inclusive

Defendants.

CASE NO.: 19STCV05670

[Assigned for all purposes to the Honorable Elihu M.
Berle - SSC Dept. "6"]

CLASS ACTION

**NOTICE OF ENTRY OF FINAL ORDER AND
JUDGMENT GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on July 14, 2021, the honorable Elihu M. Berle entered a Final
Order and Judgment Following Granting of Plaintiffs' Motion for Final Approval of Class Action
Settlement. A true and correct copy of the executed Final Order and Judgment is attached hereto.

DATED: July 19, 2021

By:

KOKOZIAN LAW FIRM, APC



Bruce Kokozyan, Esq.
Attorneys for Plaintiffs

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Bruce Kokozyan, Esq. (SBN 195723)
Brian Andrews, Esq. (SBN 234306)
KOKOZIAN LAW FIRM, APC
9440 South Santa Monica Boulevard, Suite 510
Beverly Hills, California 90210
Telephone Number: (323) 857-5900
Fax Number: (310) 275-6301
Email: bkokozyan@kokozyanlawfirm.com
bandrews@kokozyanlawfirm.com

Attorneys for Plaintiffs
Carmen Villalobos, individually and
on behalf of others similarly situated

FILED
Superior Court of California
County of Los Angeles

JUL 14 2021

Sherri R. Carter, Executive Officer/Clerk
By  Deputy
Marisela Fregoso

RECEIVED
LOS ANGELES SUPERIOR COURT
MAY 13 2021
S. DREW

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

RAMON GARCIA, an Individual, on behalf
of himself and all others similarly situated

Plaintiffs,

v.

E & T FOODS, INC., a California
corporation; and DOES 1 through 100,
Inclusive

Defendants.

CASE NO.: 19STCV05670

[Assigned for all purposes to the Honorable Elihu M.
Berle - SSC Dept. "6"]

CLASS ACTION

**[PROPOSED] FINAL ORDER AND
JUDGMENT FOLLOWING GRANTING OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: July 14, 2021
Time: 10:00 a.m.
Dept.: SSC 6

Action filed: 02/21/2019
Trial date: Not set

The Parties reached a settlement subject to Court approval as represented in the Amended Joint

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1 Stipulation and Settlement of Class Action Claims (the “Stipulation”/”Settlement Agreement”).

2 Thereafter, on March 16, 2021, this Court granted Plaintiff’s Motion for Preliminary Approval of Class
3 Action Settlement (the “Preliminary Approval Order”). Due and adequate notice having been given to
4 the Settlement Class as required in said Preliminary Approval Order, and the Court having considered
5 all papers filed and proceedings had herein and otherwise being fully informed in the matter, and good
6 cause appearing therefore:

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated
9 herein by reference, this Court finds that the applicable requirements of the California Code of Civil
10 Procedure § 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the
11 Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of
12 the Class, as set forth in the Preliminary Approval Order.

13 2. This Order and Judgment Granting Final Approval of Class Action Settlement hereby adopts
14 and incorporates by reference the terms and conditions of the parties’ Stipulation, together with the
15 definitions of terms used and contained therein.

16 3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over all
17 parties to the Class Action, including all members of the Settlement Class. Pursuant to Rule 3.771(a) of
18 the California Rules of Court, the Settlement Class consists of all current and former non-exempt,
19 hourly-paid employees who worked for Defendant in California at any time from February 21, 2015
20 through August 07, 2020.

21 4. The Notice of Class Action Settlement given to the Class Members fully and accurately
22 informed the Class Members of all material elements of the proposed Settlement and of their
23 opportunity to object to or comment thereon; was the best notice practicable under the circumstances;
24 was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State
25 of California, the United States Constitution, due process, and other applicable law. The Notice of
26 Class Action Settlement fairly and adequately described the Settlement and provided Class Members
27 adequate instructions and a variety of means to obtain additional information. A full opportunity has
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1 been afforded to the Class Members to participate in the Final Approval Hearing, and all Class
2 Members and other persons wishing to be heard have been heard. Accordingly, the Court determines
3 that all Class Members who did not timely and properly execute a request for exclusion are bound by
4 this Order and Judgment.

5 5. The Court has considered all relevant factors for determining the fairness of the settlement and
6 has concluded that all such factors weigh in favor of granting final approval. In particular, the Court
7 finds that the Settlement was reached following meaningful discovery and investigation conducted by
8 Class Counsel; that the Settlement is the result of serious, informed, adversarial, and arm's-length
9 negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate,
10 and reasonable. In so finding, the Court has considered all of the evidence presented, including
11 evidence regarding the strength of the Plaintiff's case; the risk, expense, and complexity of the claims
12 presented; the likely duration of further litigation; the amount offered in Settlement; the extent of
13 investigation and discovery completed; and the experience and views of Class Counsel. Accordingly,
14 the Court hereby approves the settlement as set forth in the Stipulation and expressly finds that said
15 settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire Settlement
16 Class and hereby directs implementation of all remaining terms, conditions, and provisions of the
17 Stipulation.

18 6. The Court hereby approves attorneys' fees to Class Counsel in the amount of \$100,000 and
19 costs of \$13,000, as compensation for all attorney time spent on this matter from inception through and
20 including the final Settlement Fairness Hearing and all other work related to this case and all costs, as
21 these requests are fair and reasonable. Costs to the claims administrator in the amount of \$15,000 is
22 hereby approved as fair and reasonable.

23 7. The Court hereby approves a Service Award to the Named Plaintiff in the amount of \$5,000.
24 Named Plaintiff's Service Award is approved based on her contribution to the class, risks incurred,
25 stigma, execution of a general release and all other factors presented to the Court, the Court finds this
26 request fair and reasonable.

27 8. The Court hereby approves a PAGA penalty payment of \$10,000 with \$7,500 payable to the
28

1 Labor Workforce Development Agency (LWDA), as this request is fair and reasonable. The balance of
2 \$2,500 is payable to Class Members. Accordingly, all Class Members, including those who requested to
3 be excluded, will not be excluded from the PAGA claim release and will be bound by the Judgment
4 entered by this Court.

5 9. Entry of this Final Judgment shall constitute a full and complete bar against the Settlement Class
6 as to all the claims released by the Stipulation, and shall constitute res judicata and collateral estoppel
7 with respect to any and all such released claims, except to those who opted out of the settlement.

8 10. The Court further confirms and finds that nothing contained in the Stipulation, the Preliminary
9 Approval Order, this Final Order and Judgment, or any other Order entered in this action shall in any
10 way or manner constitute an admission or determination of liability by or against Defendants, or any
11 other Released Parties with respect to any of the claims and causes of action asserted by the Settlement
12 Class or any member thereof, and shall not be offered in evidence in any action or proceeding against
13 Defendants, or any other Released Parties in any court, administrative agency, or other tribunal for any
14 purpose whatsoever, other than to the extent necessary to enforce the provisions of the Stipulation or
15 this Order. This paragraph shall not, however, diminish or otherwise affect the obligation,
16 responsibilities, or duties of Defendants under the Stipulation and this Final Order and Judgment.

17 11. By operation of the entry of this Final Order and Judgment, as of the Effective Date, the Parties
18 and Settlement Class Members are ordered to perform their respective duties and obligations under the
19 Stipulation.

20 12. If the settlement does not become final and effective in accord with the terms of the Stipulation,
21 then this Final Order and Judgment shall be rendered null and void and shall be vacated and, in such
22 event, all orders entered, including but not limited to all releases delivered in connection herewith, shall
23 be null and void.

24 **JUDGMENT**

25 In accordance with, and for the reasons stated in, the Final Approval Order, judgment shall be
26 entered whereby Class Representative and all Settlement Class Members shall take nothing from
27 Defendants, except as expressly set forth in the Settlement Agreement. A true and correct copy of the

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1 executed Amended Joint Stipulation and Settlement of Class Action Claims is attached hereto as
2 Exhibit "1". Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the
3 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the
4 Class Representative, Class Members, and Defendants, for the purposes of:

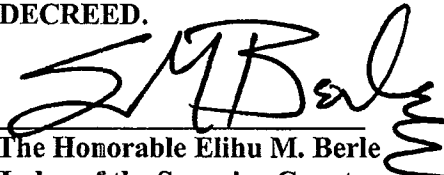
- 5 (a) supervising the implementation, enforcement, construction, and interpretation of the Stipulation, the
6 Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and
7 (b) supervising distribution of amounts paid under this Settlement.

8
9 Notice of entry of this Judgment shall be given to the Settlement Class by posting on the Claims
10 Administrator's website for a period of at least thirty (30) days. It shall not be necessary to send notice
11 of the entry of this Judgment to Settlement Class Members.

12
13 Order to Show Re Compliance with Judgment set for 3/30/22 at 8³⁰ a.m. Report
14 due 3/21/22.

15
16 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

17 Dated: 7/14/21

18 
19 The Honorable Elihu M. Berle
20 Judge of the Superior Court

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EXHIBIT 1

Bruce Kokozyan, Esq. (#195723)
Alex DiBona, Esq. (#265744)
KOKOZIAN LAW FIRM, APC
9440 South Santa Monica Boulevard, Suite 510
Beverly Hills, CA 90210
Telephone (323) 857-5900
Email: bkokozyan@kokozyanlawfirm.com
dibona@kokozyanlawfirm.com

Attorneys for Plaintiff
Carmen Villalobos, individually and on behalf of others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

RAMON GARCIA, an Individual, on behalf of himself and all others similarly situated)	CASE NO.: 19STCV05670
)	[Assigned for all purposes to the Honorable Elihu M.
)	Berle - SSC Dept. "6"]
)	
Plaintiffs,)	<u>CLASS ACTION</u>
)	
v.)	AMENDED JOINT STIPULATION AND
)	SETTLEMENT OF CLASS ACTION CLAIMS
E & T FOODS, INC., a California corporation; and DOES 1 through 100, Inclusive)	
)	Action Filed: February 21, 2019
Defendants.)	Trial Date: None yet
)	
)	

Subject to final approval by the Court, which counsel and parties agree to pursue and recommend in good faith, Plaintiff Carmen Villalobos, individually ("Named Plaintiff") and on behalf of all employees similarly situated, and Defendant E & T FOODS, INC. (hereinafter "Defendant") hereby agree to the following binding settlement of the class action case captioned as *Ramon Garcia v. E & T Foods, Inc.* filed in the Los Angeles Superior Court, Case No. 19STCV05670 (the "Action").

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I. DEFINITIONS

As used herein, the following terms are defined as:

1. "Action" means, and refers to, the case captioned *Ramon Garcia v. E & T Foods, Inc.* in the California Superior Court for the County of Los Angeles, Case No. 19STCV05670.

2. "Agreement," "Settlement," or "Stipulation" mean and refer to this Amended Joint Stipulation and Settlement of Class Action Claims.

3. "Aggregate Workweek Number" means, and refers to, the sum of all of the Class Members' Total Workweeks which will be used to calculate Participating Class Members' Individual Settlement Payments. The Settlement Payments to be paid to Participating Class Members shall be each individual Class Member's proportional share of the Aggregate Workweek Number. Defendant represents that there are no more than 60,000 workweeks as the Aggregate Workweek Number. If the Aggregate Workweek Number increases by more than five percent (5%) of the number set forth herein, then the Gross Settlement Amount shall increase in the exact proportionate amount as any increase in Aggregate Workweek Number beyond the five percent (5%) (e.g., 7% increase = 2% proportionate increase in Gross Fund Value).

4. "Attorneys' Fees and Cost Award" means and refers to the amount authorized by the Court to be paid to Class Counsel for the services they have rendered, and expenses they have incurred, in prosecuting the Action. As set forth infra in Section III, Paragraph 8, Class Counsel shall request, and Defendant will not oppose, an award of attorneys' fees of up to One Hundred Thousand Dollars (\$100,000) or Thirty-Three and one third percent (33 1/3 %) of the Gross Fund Value and a Cost Award of up to Thirteen Thousand Dollars (\$13,000). The Attorneys' Fees and Cost Award shall come out of the Gross Fund Value and will not increase the amount of the Gross Fund Value.

5. "Settlement Administrator" means, and refers to, CPT GROUP, or another settlement administration provider upon which the Named Plaintiff, Class Counsel, Defendant, and Defendant's Counsel mutually agree.

6. "Settlement Administration Costs" means, and refers to, the amount that will be paid to the Settlement Administrator, and includes all costs incurred in administering the Settlement, which will

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1 be paid from the Gross Fund Value, as defined in Section I, Paragraph 37, infra. The Parties agree to
2 work in good faith to minimize, as much as possible, the Settlement Administration Costs. Defendant
3 will not object to any application for approval of the Settlement Administration Costs, provided the
4 Settlement Administration Costs are paid out of the Gross Fund Value and will not increase the Gross
5 Fund Value.

6 7. "Class" and "Class Member" mean and refer to a member of the class conditionally
7 certified for settlement purposes only during the applicable Class Period, consisting of all current and
8 former non-exempt, hourly-paid employees who worked for Defendant in California at any time from
9 February 21, 2015 through August 7, 2020.

10 8. "Class Counsel" and "Plaintiff's Counsel" means and refers to Bruce Kokozyan, Esq. of
11 Kokozyan Law Firm, APC.

12 9. "Class List and Data Report" means a list of Class Members that Defendant will
13 diligently and in good faith compile from its Human Resources, and/or Payroll employee information
14 database. The Class List and Data Report shall be in excel format, and shall include each Class
15 Member's full name; employee ID while employed with Defendant; dates of employment during which
16 he or she was employed by Defendant; last known home address; and the last four digits of his or her
17 Social Security number.

18 10. "Class Period" means and refers to the period from February 21, 2015 through August 7,
19 2020.

20 11. "Complaint" means, and refers to, the operative complaint in this Action.

21 12. "Court" means and refers to the Superior Court of the State of California for the County
22 of Los Angeles.

23 13. "Defendant" means and refers to E & T Foods, Inc.

24 14. "Defendant's Counsel" or "Defense Counsel" shall mean Roxana Verano, Esq. and
25 Alfred Landegger, Esq. of Landegger Baron Law Group.

26 15. "Effective Date" the date on which the Court's final approval Order becomes final,
27 meaning either : (a) if no one objects to the Settlement, then the Effective Date will be the date of Final
28 Approval, as defined in Section I, Paragraph 18, infra; (b) if a Class Member timely objects to the

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1 Settlement and is overruled, and if an appeal is not timely sought from the Final Order and Judgment,
2 then the Effective Date will be sixty five (65) days after service of the Final Order and Judgment by
3 Plaintiff on Defendant and any Objectors; or (c) if a Class Member timely objects to the settlement and
4 if a timely appeal is sought from the Final Order and Judgment, then the Effective Date shall be twenty
5 (20) days after the applicable appellate court has rendered a final decision or opinion affirming the trial
6 court's final approval, and the applicable date for seeking further appellate review has passed, or twenty
7 (20) days after any such Appeal has been either dismissed or withdrawn by the appellant or the time for
8 filing an appeal expires.

9 16. "Excluded Class Members" means and refers to all Class Members who timely and
10 validly submit a written request to be excluded from the Class on or before the Objection/Exclusion
11 Deadline Date.

12 17. "Final Approval" means and refers to the Court's order granting final approval of the
13 Settlement.

14 18. "Final Approval Date" means and refers to the date on which the Court's Final Approval
15 Order is entered.

16 19. "Final Approval Hearing" or "Final Fairness Hearing" means and refers to the hearing at
17 which the Court considers whether to approve the Settlement and to enter the Final Approval Order.

18 20. "General Release" means and refers to the release in which the Named Plaintiff, in
19 his/her individual capacity and with respect to his individual claims only, and in exchange for his
20 Service Award, agrees to release the Released Parties from all claims, demands, rights, liabilities and
21 causes of action of every nature and description whatsoever, known or unknown, asserted or that might
22 have been asserted, whether in tort, contract, and/or any state or federal statute, rule or regulation arising
23 out of, relating to, or in connection with any act or omission by or on the part of any of the Released
24 Parties committed or omitted from the beginning of time to August 7, 2020, including a waiver of Civil
25 Code §1542.

26 21. "Individual Settlement Payment" means and refers to the amount to be paid to each
27 individual Participating Class Members from the Net Fund Value. The estimated Individual Settlement
28 amount shall be indicated on the Notice. Individual Settlement Payment for each individual Participating

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1 Class Member will result from the calculations set forth in Section III, paragraph 12, infra, less all
2 applicable state and federal withholding taxes, including FICA, FUTA and SDI contributions and any
3 other applicable payroll deductions required by law as a result of the payment of the amount allocated to
4 such Participating Class Member under the terms of this Stipulation.

5 22. "Named Plaintiff" means Carmen Villalobos.

6 23. "Net Fund Value" or "NFV" means, and refers to, the funds available to be distributed to
7 Participating Class Members from the Gross Fund Value after payment of any Attorneys' Fees and Cost
8 Awards, Service Award, Settlement Administration Costs, and the PAGA payment.

9 24. "Notice" or "Notice Packet" means and refers to the "Notice of Class Action Settlement"
10 that the Court directs to be sent via regular mail to all Class Members (substantially in the forms
11 annexed hereto as Exhibit 1).

12 25. "Objection/Exclusion Deadline" means and refers to the date no later than forty five (45)
13 calendar days after the date the Notice Packets are mailed (judged by the postmark date) to Class
14 Members by the Settlement Administrator, on or before which a Class Member, may (1) validly submit
15 a Notice of Objection, (2) submit a Request for Exclusion, or (3) challenge with documentary evidence
16 his or her Total Workweeks.

17 26. "PAGA Payment" means and refers to Ten Thousand Dollars (\$10,000) of the Gross
18 Fund Value, which constitutes penalties pursuant to California's Private Attorneys General Act of 2004
19 (California Labor Code § 2699 et seq., or "PAGA,") and pursuant to Labor Code Section 2699(i), which
20 will be distributed as follows: 25% to the Participating Class Members and 75% to the California Labor
21 and Workforce Development Agency, which shall be Seven Thousand Five Hundred Dollars (\$7,500).
22 The 25% portion of the PAGA Payment that shall be paid to the Participating Class Members shall
23 remain within the Net Fund Value so that it is available to be included within the calculation of the
24 Participating Class Members' Individual Settlement Payments.

25 27. "Participating Class Member" means and refers to any and all Class Members who are
26 not Excluded Class Members.

27 28. "Parties" means, and refers to Defendant, the Named Plaintiff, and the Class Members.

28 29. "Preliminary Approval Order" means, and refers to, the Order issued by the Court

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1 preliminarily approving the terms of the Settlement.

2 30. "Preliminary Approval Date" means and refers to the date that the Court enters the
3 Preliminary Approval Order.

4 31. "Preliminary Approval Hearing" means and refers to the hearing on Named Plaintiff's
5 Motion for Preliminary Approval, as discussed in Section III, Paragraph 10, infra.

6 32. "Qualified Settlement Fund" means and refers to the fund to be established by the
7 Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1 into which Defendant
8 will deposit the Gross Fund Value within fifteen (15) business days following the Effective Date.
9 Defendant shall also deposit the employer's share of payroll taxes into the Qualified Settlement Fund
10 within fifteen (15) business days following the Effective Date.

11 33. "Released Claims" is defined as follows: Upon the Effective Date and after Defendant
12 fully funds the Gross Fund Value, Participating Class Members shall fully and finally release and
13 discharge the Released Parties of all claims, rights, demands, liabilities, damages, attorneys' fees, costs,
14 and causes of action of every nature and description, whether known or unknown, arising from any and
15 all claims which were asserted in the Second Amended Complaint or could have been asserted based on
16 the facts alleged in the Second Amended Complaint, and arising during the Class Period of this
17 settlement, including but not limited to statutory, constitutional or common law claims for wages,
18 damages, unpaid costs, liquidated damages, penalties, interest, attorneys' fees, litigation costs,
19 restitution, equitable relief, or other relief under California Business & Professions Code §17200, et seq.
20 based on the following categories of allegations as set forth in the Second Amended Complaint: (a) all
21 claims for unpaid overtime wages; (b) all claims for unpaid minimum wages; (c) all claims for failure to
22 provide meal periods; (d) all claims for failure to authorize and permit rest periods; (e) all claims for the
23 failure to promptly pay all wages due and owing at the time of an employee's termination or discharge;
24 (f) all claims for the failure to issue properly itemized wage statements; (g) all claims for Unfair
25 Competition or Business Practices under California's Business and Professions Code based on the
26 preceding claims; (h) all claims for any and all penalties pursuant to the California Labor Code and/or
27 the Private Attorneys General Act of 2004 based on the preceding claims pursuant to Plaintiff's notice to
28 the LWDA.

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1 34. “Released Parties” means and refers to Defendant E & T Foods, Inc. and its successors
2 in interest, past, present, or future parents, subsidiaries and related or affiliated corporations, and their
3 past, present, or future officers, directors, shareholders, employees, agents, principals, heirs, joint
4 employers, staffing agencies, representatives, accountants, auditors, attorneys, consultants, insurers, and
5 reinsurers, and each of their respective successors and predecessors in interest, subsidiaries, affiliates,
6 parents, and each of their company-sponsored employee benefit plans, and all of their respective
7 officers, directors, owners, employees, administrators, fiduciaries, trustees, and agents, and any
8 individual or entity which could reasonably be determined to be jointly liable with Defendant, or any of
9 them.

10 35. “Service Award” means and refers to the amount that the Court authorizes to be paid to
11 the Named Plaintiff over and above his/her Individual Settlement Payment, in recognition of Named
12 Plaintiff’s efforts in assisting with the prosecution of the Action on behalf of the Class Members and in
13 return for executing a General Release of all Claims against Released Parties. Named Plaintiff will
14 request, and Defendant will not oppose, a Service Award up to Five Thousand Five Dollars (\$5,000).
15 Named Plaintiff will be issued an IRS Form 1099 in connection with his Service Award.

16 36. “Settlement Award” means and refers to the total portion of the Net Fund Value payable
17 to each Class Member after deduction of all applicable state and federal employment withholding taxes,
18 FICA and FUTA contributions and any other applicable payroll deductions required by law.

19 37. “Gross Fund Value” means, and refers to, the total amount that Defendant will be
20 required to pay by this Stipulation. The Gross Fund Value consists of the Attorneys’ Fees and Costs
21 Award, the Service Award, the Settlement Administration Costs, the PAGA Payment and the Net Fund
22 Value. The Gross Fund Value is equal to, and shall not exceed Three Hundred Thousand Dollars
23 (\$300,000). The Parties further agree, covenant, and represent that Defendant shall be required to pay
24 no more than the Gross Fund Value of Three Hundred Thousand Dollars (\$300,000) plus also the
25 employer side share of payroll taxes, as described below.

26 38. “Workweek” is the equivalent of one weekly pay period at E & T Foods, Inc.

27 39. “Total Workweeks” means and refers to the total of all the Workweeks a Class Member
28 was employed during the Class Period. The total number of Workweeks between the later of either a

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1 Class Member's first date of employment with Defendant or the beginning of the Class Period,
2 inclusive, and the earlier of either the Class Member's last day of employment with Defendant or the
3 end of the Class Period, inclusive, shall be a Class Member's Total Workweeks for purposes of
4 determining the Participating Class Member's Individual Settlement Payment.

5
6 **II. RECITALS**

7 This Stipulation is made by the Named Plaintiff on behalf of himself/herself and each of the
8 other Class Members, on the one hand, and the Defendant, on the other hand, in this Action, and is
9 subject to the approval of the Court.

10 **A. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

11 At or about the time that the Named Plaintiff files his/her motion for preliminary approval of this
12 Settlement, the Named Plaintiff shall request certification of the Class as defined in Section I, Paragraph
13 7, *supra*, for settlement purposes only.

14 **Limitation on Effect of Certification.**

15 The certification of the Class -- for settlement purposes only -- shall not constitute, in this or any
16 other proceeding, an admission of any kind by Defendant, including without limitation, that certification
17 of a class or collective action for trial purposes is appropriate or proper or that Named Plaintiff could
18 establish any of the requisite elements for class or collective treatment of any of the claims in the
19 Action. In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated
20 or rendered null and void, the certification of the Class shall be automatically vacated and shall not
21 constitute evidence or a binding determination that the requirements for certification of a class or
22 collective action for trial purposes in this Action or in any other actions are satisfied. In such
23 circumstances, Defendant expressly reserves all rights to challenge the Class certification for any
24 purpose other than settlement purposes in this Action, or in any other action, on all available grounds as
25 if no class had been certified for settlement purposes in the Action, and no reference to the prior
26 certification of a class, or any documents related thereto, shall be made available for any purpose.
27 Additionally, the Parties stipulate that to further the certification for settlement purposes, and for no
28 other purpose or effect, the Named Plaintiff is typical of other Class Members and can represent the

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1 Class.

2 **B. INVESTIGATION IN THE CLASS ACTION**

3 The Parties have conducted significant investigation of the facts and law during the prosecution of this
4 Action. Discovery and investigation included: the exchange of informal discovery between Plaintiff and
5 Defendant including the production by Plaintiff of all documents related to Plaintiff's employment with
6 Defendant; the production of documents by Defendant including Defendant's employee handbooks,
7 policies and procedures regarding the payment of wages, time keeping, overtime, meal and rest periods;
8 and the production of detailed class-wide payroll and time punch data by Defendant. Plaintiff's counsel
9 retained an expert to review timekeeping records and payroll records and to assist in the preparation of a
10 damage analysis for this litigation. Also there were numerous conferences between representatives of the
11 Parties and a full day-long mediation session on August 7, 2020 with Jeffrey Krivis, Esq. , an
12 experienced mediator of wage-and-hour class actions .

13 **C. BENEFITS OF SETTLEMENT TO CLASS MEMBERS**

14 Named Plaintiff and Class Counsel recognize the expense and length of continued proceedings
15 necessary to litigate their disputes through trial and through any possible appeals. Named Plaintiff has
16 also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
17 and delays inherent in such litigation. Named Plaintiff and Class Counsel are also aware of the burdens
18 of proof necessary to establish liability for the claims asserted in the Action, both generally and in
19 response to Defendant's defenses thereto (many of which have been shared at the mediation and in
20 settlement discussions). Named Plaintiff and Class Counsel have also taken into account the extensive
21 settlement negotiations conducted. Named Plaintiff and Class Counsel have also taken into account
22 Defendant's agreement to enter into a settlement that confers substantial relief upon the Class Members.
23 Based on the foregoing, Named Plaintiff and Class Counsel have determined that the Settlement set
24 forth in this Agreement is a fair, adequate and a reasonable settlement, and is in the best interests of the
25 Class Members.

26 **D. DEFENDANT'S REASONS FOR SETTLEMENT**

27 Defendant has concluded that any further defense of this litigation would be protracted and
28 expensive for all Parties. Substantial amounts of Defendant's time, energy and resources have been and,

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1 unless this Settlement is made, will continue to be devoted to the defense of the Claims asserted by the
2 Class. Defendant has also taken into account the risks of further litigation in reaching its decision to
3 enter into this Settlement. Defendant has, therefore, agreed to settle in the manner and upon the terms set
4 forth in this Agreement to put to rest the Claims as set forth in the Action.

5 **E. DEFENDANT'S DENIAL OF WRONGDOING**

6 Defendant does not admit any wrongdoing and contend that it has fully complied with the law at
7 all times in all respects. This Agreement is a compromise of disputed claims. Nothing contained in this
8 Agreement and no documents referred to herein and no action taken to carry out this Agreement may be
9 construed or used as an admission by or against the Defendant or Defendant's Counsel as to the merits
10 or lack thereof of the Claims asserted. Whether the Settlement is finally approved, neither this
11 Settlement, nor any terms, document, statement, proceeding or conduct related to settlement, nor any
12 reports or accounts thereof, shall in any event be (a) construed as, offered or admitted in evidence as,
13 received as, or deemed to be evidence for any purpose, including, but not limited to, evidence of a
14 presumption, concession, indication, or admission by Defendant of any fault, wrongdoing, liability
15 and/or unlawful activity whatsoever or any effort to certify a class or collective action; or (b) disclosed,
16 referred to, or offered or received in evidence, in any further proceeding in this action, or any other civil,
17 criminal or administrative action or proceeding, except for purposes of settling this Action or enforcing
18 this Settlement, or as a defense to any claims released by the Settlement.

19 **F. NAMED PLAINTIFF'S CLAIMS**

20 Named Plaintiff has claimed and continues to claim that the Released Claims have merit and
21 give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims.
22 Nothing contained in this Agreement and no documents referred to herein and no action taken to carry
23 out this Agreement may be construed or used as an admission by or against the Named Plaintiff or Class
24 Counsel as to the merits or lack thereof of the Claims asserted.

25 **III. STIPULATION AND AGREEMENT**

26 ***NOW, THEREFORE, IT IS HEREBY STIPULATED***, by and among the Named Plaintiff on
27 behalf of the Class Members, on the one hand, and Defendant, on the other hand, and subject to the
28 approval of the Court, that the Action is hereby being compromised and settled pursuant to the terms and

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1 conditions set forth in this Agreement, subject to the definitions and recitals set forth in Sections I and II,
2 *supra*, which by this reference become an integral part of this Agreement, and subject to the following
3 terms and conditions:

4 1. Full Investigation. Named Plaintiff and Class Counsel have fully investigated the factual
5 and legal bases for the causes of action asserted in the Action.

6 2. Release As To All Participating Class Members.

7 Upon the Effective Date and after Defendant fully funds the Gross Fund Value , the Participating
8 Class Members, including the Named Plaintiff, release the Released Parties for the Released Claims for
9 the Class Period.

10 3. General Release By Named Plaintiff Only. In addition to the releases made by the
11 Participating Class Members as set forth in Section I, Paragraphs 33 *supra*, Named Plaintiff, in exchange
12 for, *inter alia*, the Service Award as requested or as otherwise authorized by the Court, will, as of the
13 Effective Date, make the additional following General Release of all Claims, known or unknown, in
14 exchange and consideration of the sum set forth in Section I, Paragraph 35, *supra*. Upon the Effective
15 Date and Defendant fully funding the Gross Fund Value, Named Plaintiff agrees to the General Release
16 of the Released Parties. Named Plaintiff also agrees to release all wage and hour Claims, including, but
17 not limited to, overtime wages, meal and rest period sanctions, penalties under the Private Attorneys
18 General Act and all other Released Claims. Also, without limiting the generality of the foregoing:
19 **NAMED PLAINTIFF** also specifically agrees and acknowledges waiver of any right to recovery based
20 on state or federal age, sex, gender, citizenship, pregnancy, race, color, national origin, marital status,
21 religion, veteran status, disability, sexual orientation, medical condition or other anti-discrimination
22 laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Americans With
23 Disabilities Act and the California Fair Employment and Housing Act, or based on the Family and
24 Medical Leave Act, the Employee Retirement Income Security Act, the Worker Adjustment and
25 Retraining Act, and the California Labor Code, all as amended, whether such claim be based upon an
26 action filed by employees or by a governmental agency.

27 The General Release as to Named Plaintiff includes any unknown Claims that Named Plaintiff
28 does not know or suspect to exist in his favor at the time of the General Release, which, if known by her,

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1 might have affected her settlement with, and release of, the Released Parties or might have affected her
2 decision not to object to this Settlement or the General Release.

3 With respect to the General Release, Named Plaintiff stipulates and agrees that, upon the
4 Effective Date, Named Plaintiff shall be deemed to have, and by operation of the Final Judgment shall
5 have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights
6 and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or
7 state law, which provides:

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

12 Named Plaintiff may hereafter discover facts in addition to or different from those she now
13 knows or believes to be true with respect to the subject matter of the General Release, but Named
14 Plaintiff upon the Effective Date shall be deemed to have, and by operation of the Final Judgment shall
15 have, fully, finally, and forever settled and released any and all of the claims released pursuant to the
16 General Release whether known or unknown, suspected or unsuspected, contingent or non-contingent,
17 which now exist, or heretofore have existed upon any theory of law or equity now existing or coming
18 into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or
19 without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or
20 existence of such different or additional facts.

21 4. Service Award. Subject to Court approval, and expressly in exchange for the release of
22 all Released Claims and for her time and effort in bringing and prosecuting this matter, Named Plaintiff
23 shall be paid a Service Award up to a total of Five Thousand Dollars (\$5,000), or such other distribution
24 or lower amount as the Court may order. The Service Award shall be paid from the Gross Fund Value
25 and shall not increase the Gross Fund Value. The Service Award shall be paid to the Named Plaintiff by
26 the Settlement Administrator no later than ten (10) business days after Defendant delivers the Gross
27 Fund Value to the Settlement Administrator for deposit into the Qualified Settlement Fund. The Parties
28 agree that a decision by the Court to award Named Plaintiff an amount less than the amount stated above
shall not be a basis for Class Counsel to void this Stipulation. The Settlement Administrator shall issue
Named Plaintiff an IRS Form 1099 for the Service Award. Any amount awarded for service payments to

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1 the Named Plaintiff less than the requested amounts will result in the non-awarded funds to be awarded
2 to Participating Class Members on a proportionate basis to the amount of their Individual Settlement
3 Payment. The Named Plaintiff shall be solely and legally responsible to pay any and all applicable taxes
4 on this payment. The Service Award shall be paid in addition to the Named Plaintiff's share of the
5 Settlement Amount as a Participating Class Member.

6 5. Tax Liability. Defendant makes no representations as to the tax treatment or legal effect
7 of the payments called for hereunder, and Named Plaintiff and Participating Class Members are not
8 relying on any statement or representation by Defendant in this regard. Named Plaintiff and
9 Participating Class Members understand and agree that except for Defendant's payment of the
10 employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and
11 penalties assessed on the payments described herein.

12 6. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR
13 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO
14 THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
15 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
16 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
17 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL
18 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
19 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
20 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
21 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT
22 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
23 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
24 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
25 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION
26 OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID
27 ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3)
28 NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION

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1 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S
2 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
3 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
4 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
5 BY THIS AGREEMENT.

6 7. Creation Of The Qualified Settlement Fund And Administration Of The Settlement.

7 Within fifteen (15) days after the Effective Date, Defendant shall deliver the Gross Fund Value
8 of Three Hundred Thousand Dollars (\$300,000) as required by this Stipulation into the Qualified
9 Settlement Fund created by the Settlement Administrator. Defendant shall also simultaneously deliver
10 to the Settlement Administrator, Defendant's (Employer) share of payroll taxes, including but not
11 limited to, FICA, FUTA and SDI contributions. In addition to the employer's portion of payroll taxes,
12 payments from the Qualified Settlement Fund shall be made (1) for the Service Award to the Named
13 Plaintiff, as specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and Cost
14 Award to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the
15 Settlement Administration Costs; and (4) the amount allocated to PAGA penalties to be paid to the
16 California Labor Workforce and Development Agency. The balance remaining shall constitute the Net
17 Fund Value from which Individual Settlement Payments shall be made to Participating Class Members,
18 less applicable taxes and withholdings.

19 8. Attorneys' Fees And Cost Award. Defendant agrees not to oppose or impede any

20 application or motion by Class Counsel for attorneys' fees not in excess of One Hundred Thousand
21 Dollars (\$100,000) or Thirty-Three and one-third percent (33 1/3 %) of the Gross Fund Value.
22 Defendant further agrees not to oppose any application or motion by Class Counsel for the
23 reimbursement of any actual costs associated with Class Counsel's prosecution of this matter not in
24 excess of Thirteen Thousand Dollars (\$13,000). Class Counsel will provide verification of the cost
25 amount that it is seeking to be reimbursed. Any amount awarded for attorneys' fees and costs to Class
26 Counsel less than One Hundred Thousand Dollars (\$100,000) and Thirteen Thousand Dollars (\$13,000),
27 respectively, will result in the non-awarded amounts to be awarded to Participating Class Members on a
28 proportionate basis to the amount of their Individual Settlement Payments. Class Counsel shall be paid

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1 any Court-approved fees and costs no later than ten (10) business days after Defendant delivers the
2 required funds to the Settlement Administrator for deposit into the Qualified Settlement Fund. Class
3 Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made to Class
4 Counsel. Forms 1099 – MISC, Box 14 shall be provided to Class Counsel for the payments made, and
5 Class Counsel shall provide, before the Effective Date, properly completed Forms W-9.

6 9. Settlement Administrator. The Settlement Administrator shall be paid for the costs of
7 administration of the Settlement out of the Gross Fund Value as deposited in the Qualified Settlement
8 Fund. The estimate of such costs of administration for the disbursement of the Gross Fund Value is no
9 more than Seventeen Thousand Dollars (\$17,000.) Any amount awarded for costs of administration to
10 Settlement Administrator, or such other entity upon whom the Parties mutually agree, less than
11 Seventeen Thousand Dollars (\$17,000) will result in the non-awarded amount to be awarded to
12 Participating Class Members on a proportionate basis to the amount of their Individual Settlement
13 Payments. This estimate includes all tasks required of the Settlement Administrator by this Agreement
14 including the issuance of the Notice, the issuance of settlement checks, the required tax reporting on the
15 settlement amounts, including the issuing of W2 and 1099 forms (if any), the handling of Class Member
16 questions and disputes and the calculation of employee withholding taxes and the employer payroll
17 taxes, which will be remitted to the tax authorities by the Claims Administrator. At least sixteen (16)
18 court days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court and
19 all counsel for the Parties with a statement detailing the costs of administration of the Gross Fund Value
20 and the breakdown of the Gross Fund Value.

21 10. Preliminary Settlement Hearing/Alterations to this Agreement. As part of this
22 Settlement, the Parties agree to the following procedures for obtaining preliminary Court approval of the
23 Settlement:

- 24 a. Plaintiff shall file a Motion for Preliminary Approval and request a hearing before the
25 Court to request preliminary approval of the Settlement and to request the entry of the
26 Preliminary Approval Order.
- 27 b. Simultaneous with and/or included in the filing of the Motion for Preliminary Approval,
28 and solely for purposes of this Settlement, Named Plaintiff will request the Court to enter

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the Preliminary Approval Order, preliminarily approving the proposed Settlement, conditionally certifying the Class, for settlement purposes only, and setting a date for a Final Approval Hearing.

- c. In conjunction with the Motion for Preliminary Approval, Named Plaintiff will submit this Stipulation and Settlement of Class Action Agreement, which sets forth the terms of this Settlement Agreement, and will include proposed forms of all notices and other documents as attached hereto necessary to implement the Settlement. The Order shall provide for Notice of the Settlement to be sent to Class Members as specified herein. The Parties agree that Defendant's Counsel will be provided copies of all proposed notices and documents to review and provide input prior to delivery of same to Class Members.
- d. In the event any provision of the Settlement is rejected by the Court, the Parties will work in good faith to negotiate alteration of the rejected term(s). The Parties agree to use the services of mediator Jeffrey Krivis, Esq. if informal efforts to negotiate alteration have been exhausted.
- e. If, following the Parties' good faith efforts and mediation, the Parties cannot agree on alterations, or if ultimately the Court does not grant preliminary or final approval of the Settlement in its entirety, or if the Court's final approval of the Settlement agreement is reversed or materially modified on appellate review, then this Settlement will become null and void. In such case, the Settlement shall not be used or be admissible in any subsequent proceedings, either in this Action, in this Court, or in any other Court, proceeding or forum.

11. Settlement Administration/Management. The Individual Settlement Payments shall be managed and administered as follows:

- a. Claims administrator, CPT Group, or such other entity upon whom the Parties mutually agree, shall be retained to serve as Settlement Administrator. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.
- b. Defendant shall provide the Settlement Administrator the Class List and Data Report

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1 within fourteen (14) days of the Preliminary Approval Date.

2 c. Within fourteen (14) days of receipt of the Class List and Data Report, the Settlement
3 Administrator shall mail the Notice Packet to each Class Member in accordance with
4 Section III, Paragraph 13, *infra*.

5 d. Participating Class Members will be eligible to receive an Individual Settlement
6 Payment, calculated in accordance with Section III, Paragraph 12, *infra*.

7 e. The Settlement Administrator shall provide Defendant's Counsel and Class Counsel a
8 weekly report showing the names and number of Class Members who have objected to or
9 requested exclusion from the Settlement (if any). Sixteen (16) court days prior to the
10 Final Approval Hearing, the Settlement Administrator shall provide Defendant's Counsel
11 and Class Counsel a final report showing the names and number of Class Members who
12 have objected to or requested exclusion from the Settlement.

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

16 g. The Settlement Administrator shall be responsible for: printing and mailing the Notices
17 as directed by the Court; receiving and reporting the objections/requests for exclusion and
18 challenges to the Individual Settlement Payments submitted by Class Members; mailing
19 Individual Settlement Payments to Participating Settlement Class Members; mailing the
20 payment to the Labor Workforce Development Agency; and other tasks as the Parties
21 mutually agree or the Court orders the Settlement Administrator to perform (including the
22 calculation and remittance of employer taxes which will be paid by Defendant in addition
23 to Gross Fund Value). The Settlement Administrator shall keep Defendant, Defendant's
24 Counsel and Class Counsel timely apprised of the performance of all Settlement
25 Administrator responsibilities.

26 h. The Settlement Administrator, on Defendant's behalf, shall have the authority and
27 obligation to make payments, credits and disbursements, including payments and credits
28 in the manner set forth herein to Participating Class Members, calculated in accordance
with the methodology set out in this Agreement and orders of the Court.

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- i. Any tax return filing required by this Agreement shall be made by the Settlement Administrator. Any expenses incurred in connection with such filing shall be a cost of administration of the Settlement.
- j. No person shall have any claim against Defendant or Defendant's Counsel, the Named Plaintiff, Class Members, the Class, Class Counsel or the Settlement Administrator based on distributions and payments made in accordance with this Agreement.
- k. The Claims Administrator will provide to Defendant, as soon as practicable, but no later than 60 days after Preliminary Approval is granted, a fully-executed IRS W-9 form and a completed Supplier Profile and ACH Enrollment Form which Defendant requires to process and issue any payment.

12. Calculation Of Individual Settlement Payments. The Individual Settlement Payments will be calculated as follows:

- a. Defendant will provide the Settlement Administrator each Class Members' Total Workweeks in the Class List and Data Report or provide the Settlement Administrator the required information to calculate each Class Members' Total Workweeks, which shall be presumed to be correct.
- b. The Settlement Administrator will calculate the Aggregate Workweek Number by adding the sum of all of the Class Members' Total Workweeks.
- c. The Settlement Administrator will divide the Net Fund Value by the Aggregate Workweek Number to calculate the weekly settlement amount.
- d. The Settlement Administrator will calculate each Class Members' Individual Settlement Payment by first multiplying his or her Total Workweeks by the weekly settlement amount. Each Class Members' estimated Individual Settlement Award will be indicated on the Notice.
- e. The Individual Settlement Award estimates indicated on the Notice are subject to change, depending on factors including: (i) how many Class Members become Excluded Class Members (resulting in their Total Workweeks being removed from the final Aggregate Workweek Number, thereby increasing the final weekly settlement amount); (ii) any changes to the Total Workweeks resulting from challenges to Total Workweeks

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submitted by Class Members resulting in workweek adjustments, which may increase or decrease the final Aggregate Workweek Number and the final weekly settlement amount; and (iii) any increases or reductions in the Net Fund Value which may result from, inter alia, changes to the actual amount of PAGA Payment, and/or Settlement Administration Costs approved by the Court.

f. Each Participating Class Member's Individual Settlement Payment will be allocated as follows: (a) 20% as wages; and (b) 80% as interest and penalties. The portion allocated to wages ("Wage Component") shall be reported on an IRS Form W-2 and the portions allocated to interest and penalties (the "Non-Wage Component") shall be reported on an IRS Form-1099 by the Claims Administrator.

g. The employee's portion of employment taxes, including payroll deductions for state and federal withholding taxes, and any other applicable payroll deductions, shall be made from each Participating Class Members Wage Component, resulting in a "Net Wage Component." The Claims Administrator will issue a W-2 for the Wage Component.

i. No withholding shall be made on the Non-Wage Component of the settlement. The Claims Administrator will issue an IRS Form 1099 for the Non-Wage Component.

h. The Settlement Administrator, on Defendant's and Class Counsel's collective behalf, shall have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth herein, to Class Members calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Settlement Administrator shall be responsible for calculating and withholding all required state and federal taxes.

i. No person shall have any claim against Defendant, Defendant's Counsel, the Named Plaintiff, Plaintiffs, the Class, Class Counsel, or the Settlement Administrator based on any errors or omissions in the distributions and payments that are required to be made in accordance with the terms of this Agreement.

13. Notice To Class Members. Notice of the Settlement shall be provided to all Class Members using the following procedures:

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1 a. Notice By First-Class Mail. Within fourteen (14) days after receipt of the Class List and Data Report,
2 the Claims Administrator shall mail the Notice of Class Action Settlement, which includes the proposed
3 settlement terms and hearing date for court approval (substantially in the form annexed hereto as Exhibit
4 1), which has been mutually approved by counsel for the Parties, to the Class Members via first-class
5 regular U.S. Mail. Prior to mailing, the Claims Administrator will perform a search based on the
6 National Change of Address Database information to update and correct for any known or identifiable
7 address changes. If a new address is obtained by a way of a returned Notice Packet, then the Claims
8 Administrator shall promptly forward the original Notice Packet to the updated address via first-class
9 regular U.S. mail indicating on the original Notice Packet the date of such re-mailing.

10 b. No Requirement for a Claim Form. Class Members shall not be required to submit a Claim Form to
11 receive an Individual Settlement Payment.

12 c. Objection/Exclusion Deadline Date and Deadline to Challenge Total Workweeks: Class Members
13 will have forty five (45) calendar days from the mailing of the Notice Packet to submit an objection
14 and/or request for exclusion from the Settlement, or challenge the Total Workweeks indicated on their
15 Notice.

16 d. Procedure For Undeliverable Notices. Any Notices returned to the Settlement Administrator
17 as non-delivered on or before the Objection/Exclusion Deadline Date shall be sent to the forwarding
18 address affixed thereto within five (5) business days. If no forwarding address is provided, then the
19 Settlement Administrator shall promptly attempt to determine a correct address using a single skip-trace,
20 computer or other search using the name and address of the individual involved, and shall then perform
21 a single re-mailing within five (5) business days. In the event the procedures in this paragraph are
22 followed and the intended recipient of a Notice still does not receive the Notice, the Class Member shall
23 be bound by all terms of the Settlement and any Final Judgment entered by the Court if the Settlement is
24 approved by the Court.

25 e. No later than sixteen (16) court days prior to the Final Approval Hearing, the Settlement
26 Administrator shall provide Defendant's Counsel and Class Counsel: (i) the names and contact
27 information of the Class Members objecting to or requesting exclusion from the Settlement; and (ii) the
28 amount owed to each Participating Class Member.

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1 14. Procedure For Objecting To or Requesting Exclusion From The Class Action Settlement
2 or Challenging Total Workweeks. The Class Members shall submit objections to the Settlement and/or
3 request exclusion from the Settlement and/or submit a challenge to their Total Workweeks using the
4 following procedures:

5 a. Procedure For Objecting. The Notice shall provide that those Class Members who wish
6 to object to the Settlement shall mail a written statement of objection (“Notice of
7 Objection”) to the Settlement Administrator, no later than the Objection/Exclusion
8 Deadline Date. The postmark date of the mailing shall be deemed the exclusive means for
9 determining if a Notice of Objection is timely. The Notice of Objection must contain the
10 Class Member’s name, the last four digits of his/her social security number, dates of
11 employment, current contact information, a statement providing the basis for the Class
12 Member’s objections, a statement advising if the objecting Class Member plans to
13 address the Court at the Final Approval Hearing, and any legal briefs, papers or
14 memoranda the objecting Class Member proposes to submit to the Court. Class Members
15 regardless of whether or not they submit a written objection to the Claims Administrator
16 will have the right to appear at the Final Approval Hearing in order to have their
17 objections heard by the Court. No later than sixteen (16) court days before the Final
18 Approval Hearing, the Claims Administrator shall provide counsel for the Parties with
19 complete copies of all objections received, including the postmark dates for each
20 objection. Class Counsel and Counsel for Defendant shall file any responses to any
21 written objections submitted to the Court in accordance with this Settlement Agreement
22 at least five (5) days before the Final Approval Hearing.

23 b. Procedure For Requesting Exclusion. The Notice shall provide that Class Members who
24 wish to exclude themselves from the Class must submit a written request to be excluded
25 (“Request for Exclusion”) from the Class on or before the Objection/Exclusion Deadline
26 Date. Such Request for Exclusion: (1) must contain the name, address, telephone number
27 and the last four digits of the Social Security number of the person requesting exclusion;
28 (2) must be signed by the person requesting exclusion; (3) must be returned by mail to the
Settlement Administrator at the specified address; (4) and must be postmarked on or before

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1 the Objection/Exclusion Deadline Date. The date of the postmark on the return mailing
2 envelope shall be the exclusive means used to determine whether a request for exclusion has
3 been timely submitted. Any Class Member who requests an exclusion from the Class will
4 not be entitled to any recovery under the Settlement and will not be bound by the Settlement
5 or have any right to object, appeal or comment thereon. Class Members who fail to submit
6 valid and timely a Request for Exclusion on or before the Objection/Exclusion Deadline Date
7 shall be Participating Class Members and shall be bound by all terms of the Settlement and
8 any Final Judgment entered in this Class Action if the Settlement is approved by the Superior
9 Court. No later than sixteen (16) court days before the Final Approval Hearing, the
10 Settlement Administrator shall provide counsel for the Parties with a complete list of all
11 members of the Settlement Class who have timely requested exclusion from the
12 Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise
13 encourage members of the Settlement Class to submit a Request for Exclusion from the
14 Settlement.

15 c. Procedure for Contesting Individual Settlement Payment: Each Class Members will have
16 the opportunity, should he/she disagrees with Defendant's records regarding his/her Total
17 Workweeks as provided in his/her Notice, to provide documentation to show contrary
18 employment dates. To do so, Class Members must contact the Settlement Administrator,
19 along with all applicable documentary evidence to support his/her dispute regarding
20 his/her Total Workweeks prior to the Objection/Exclusion Deadline. Moreover, an
21 individual can only dispute his/her number of Total Workweeks if he/she does not
22 exclude himself/herself from the Settlement. If there is a dispute, the Settlement
23 Administrator will consult with the Parties to determine whether a workweek adjustment
24 is warranted. Class Counsel and Defendant's Counsel shall meet and confer in an attempt
25 to reach an agreement regarding whether a workweek adjustment is warranted based on
26 the documentary evidence submitted by the Class Member to challenge his/her Total
27 Workweeks. If they cannot agree, the Settlement Administrator shall make the final
28 determination of whether or not a workweek adjustment is warranted based on the
documentary evidence submitted by the Class Member to challenge his/her Total

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Workweeks, and that determination shall be conclusive, final and binding on all Parties, including all Class Members. In the event that a workweek adjustment is warranted, the additional amount owed to said Class Member, if any, shall be paid as part of that Participating Class Member's Individual Settlement Payment, but Defendant shall not be required to tender or deposit any additional settlement sums due to any such adjustment.

d. No Solicitation Of Settlement Objections. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal from the Order and Final Judgment.

15. Procedure For Payment Of Individual Settlement Payments:

a. Except for Excluded Class Members, all Participating Class Members will receive an Individual Settlement Payment.

b. Individual Settlement Payments for Class Members shall be paid exclusively from the Qualified Settlement Fund, pursuant to the settlement formula set forth herein, and shall be mailed within ten (10) business days after Defendant delivers the required funds to the Settlement Administrator for deposit into the Qualified Settlement Fund.

c. Should any question arise regarding the determination of eligibility for, or the amounts of, any Individual Settlement Payment under the terms of this Agreement, Class Counsel and Defendant's Counsel shall meet and confer in an attempt to reach agreement. If they cannot agree, the Settlement Administrator shall make the final determination, and that determination shall be conclusive, final and binding on all Parties, including all Class Members.

d. Any checks issued by the Settlement Administrator to Participating Class Members shall be negotiable for one hundred and eighty (180) calendar days. Those funds represented by Settlement checks returned as undeliverable and those Settlement checks remaining uncashed for more than 180 days after issuance (collectively, "Uncashed Settlement Checks") shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500 et seq. for the benefits of those Settlement Class Members who did not cash their

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checks until such time they claim their property. The parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net Fund Value (NFV) will be paid out to Settlement Class Members, whether or not they all cash their settlement checks.

e. Although Participating Class Members who do not timely cash their Individual Settlement Payments shall not immediately receive the monies from those checks, such persons shall nonetheless be Participating Class Members and will be bound by all terms of the Settlement and any Final Judgment entered in this Class Action if the Settlement is approved by the Superior Court, including the release of the Released Claims, unless they timely file a valid request for exclusion as set forth herein.

16. Claims Deemed Waived. Any Class Member who does not request exclusion as set forth above is deemed to be a Participating Class Member and thereby is deemed to have released the Released Claims against Released Parties as set forth herein, regardless of whether or not they timely cash their Individual Settlement Payment.

17. Certification By Settlement Administrator. Upon completion of administration of the distributions, the Settlement Administrator shall provide written certification of such completion to the Court and counsel for all Parties.

18. Final Approval Hearing And Entry Of Final Judgment. Upon expiration of the Objection/Exclusion Deadline Date, with the Court's permission, a Final Fairness Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for (i) the Attorneys' Fees and Cost Award, (ii) any Service Awards, and (iii) Settlement Administration Costs. The Final Fairness Hearing shall not be held earlier than twenty five (25) calendar days from Objection/Exclusion Deadline Date. Upon final approval of the Settlement by the Court, Class Counsel shall prepare and the Parties shall present the Final Approval Order and Judgment, in a form agreed to in advance by the Parties, for the Court's approval. After entry of the Final Approval Order and Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) Settlement administration matters; and (iii) such post-Final Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

19. Defendant shall discharge its obligations to the Class Members through the remittance of

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1 the Settlement Award to the Class Members by the Settlement Administrator as set forth hereinabove,
2 regardless of whether checks representing individual settlement sums are actually received and/or
3 negotiated by Participating Class Members. Once Defendant has complied with the obligations set forth
4 in this Joint Stipulation and Settlement of Class Action Claims, it will be deemed to have satisfied all
5 terms and conditions under this Settlement Agreement, and shall have no further obligations under the
6 terms of the Settlement Agreement regardless of what occurs with respect to those sums.

7 20. Nullification Of Settlement Agreement. In the event: (i) the Court does not finally
8 approve the Settlement as provided herein; or (ii) the Court does not enter a Final Approval Order as
9 provided herein, which becomes final as a result of the occurrence of the Effective Date, this Settlement
10 Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this
11 Settlement shall be treated as void from the beginning. In such a case, the Parties and any funds to be
12 awarded under this Settlement shall be returned to their respective statuses as of the date and time
13 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if
14 this Settlement Agreement had not been executed, except that any reasonable fees already incurred by
15 the Settlement Administrator shall be paid by Defendant in an amount no to exceed two thousand five
16 hundred dollars (\$2,500). In the event an appeal is filed from the Court's Final Judgment, or any other
17 appellate review is sought prior to the Effective Date, administration of the Settlement shall be stayed
18 pending final resolution of the appeal or other appellate review, as well as any fees incurred by the
19 Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final
20 Judgment, or any other appellate review.

21 21. No Effect On Employee Benefits. Neither the Individual Settlement Payments nor the
22 Service Award to Named Plaintiff shall be deemed to be pensionable earning and shall not have any
23 effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay,
24 retirement plans, etc.) of the respective Named Plaintiff or Participating Class Members. The Parties
25 agree that any Individual Settlement Payments to Participating Class Members under the terms of this
26 Agreement do not represent any modification of the Participating Class Members' previously credited
27 hours of service or other eligibility criteria under any employee pension benefit plan or employee
28 welfare benefit plan sponsored by Defendant. Further, any Individual Settlement Payment, or Service
Award hereunder shall not be considered "compensation" in any year for purposes of determining

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1 eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit
2 plan sponsored by Defendant. Neither Defendant nor Named Plaintiff are opining on the terms of any
3 such Plan, each of which speaks for itself.

4 22. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
5 interpretation, calculation or payment of settlement claims, or other disputes regarding compliance with
6 this Agreement shall be resolved as follows:

- 7 a. If the Named Plaintiff or Class Counsel, on behalf of the Named Plaintiff or any Class
8 Member, or the Defendant at any time believes that the other Party has breached or acted
9 contrary to the Agreement, that Party shall notify the other Party in writing of the alleged
10 violation.
- 11 b. Upon receiving notice of the alleged violation or dispute, the responding Party shall have
12 ten (10) calendar days to correct the alleged violation and/or respond to the initiating
13 Party with the reasons why the Party disputes all or part of the allegation.
- 14 c. If the response does not address the alleged violation to the initiating Party's satisfaction,
15 the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
16 differences.
- 17 d. If Class Counsel and Defense counsel are unable to resolve their respective parties'
18 differences after twenty (20) calendar days referenced in Section III, Paragraph 22(a)-(c),
19 supra, either Party may elect to file (1) an appropriate Code of Civil Procedure section
20 664.6 motion for enforcement with the Court, or (2) take any other legal action to enforce
21 this Settlement Agreement.
- 22 e. In the event that the Court does not agree to adopt the above dispute resolution procedure
23 as part of its Order granting final approval to the Settlement, then the above provisions
24 for Dispute Resolution (Section III, paragraph 23(a)-(d)) are null and void, the remainder
25 of the settlement is unaffected, and the parties shall remain free to submit disputes and/or
26 motions for enforcement of the settlement via appropriate noticed motion or ex parte
27 application as though Section III, paragraph 23 was not included herein.

28 23. No Retaliation. Defendant shall not take any adverse action against any Class Member
because of the existence of, and/or participation in, the Settlement, or because they choose to benefit

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1 from the Settlement or to object to the Settlement. Defendant shall not take action to discourage Class
2 Members from participating in the Settlement.

3 24. Exhibits And Headings. The terms of this Agreement include the terms set forth in any
4 attached Exhibit 1 which is incorporated by this reference as though fully set forth herein. Any exhibits
5 to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or
6 sections of this Agreement are inserted for convenience of reference only and do not constitute a part of
7 this Agreement.

8 25. Interim Stay Of Proceedings. The Parties agree to hold all proceedings in the Action,
9 except such proceedings necessary to implement and complete the Settlement, in abeyance pending the
10 Settlement Hearing to be conducted by the Court.

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

13 27. Entire Agreement. This Agreement and any attached exhibits constitute the entire
14 agreement among these Parties, and no oral or written representations, warranties or inducements have
15 been made to any Party concerning this Agreement or its exhibits other than the representations,
16 warranties and covenants contained and memorialized in such documents. Defendant shall not be
17 required as part of the Settlement to modify or eliminate any of its personnel, compensation or payroll
18 practices, or adopt any new personnel, compensation or payroll practices.

19 28. Authorization To Enter Into Settlement Agreement. Counsel for all Parties warrant and
20 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
21 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this
22 Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms
23 of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts
24 to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on
25 the form or content of any document needed to implement the Settlement, or on any supplemental
26 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek
27 the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf
28 of Defendant represents and warrants that they are authorized to sign this Agreement on behalf of
Defendant.

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1 20. Binding On Successors And Assigns. This Agreement shall be binding upon, and inure
2 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

3 30. California Law Governs. All terms of this Agreement and the exhibits hereto shall be
4 governed by and interpreted according to the laws of the State of California.

5 31. No Public Disclosure prior to Preliminary Approval: Named Plaintiff, Defendant, and
6 Class Counsel will not make any public disclosure of the Settlement until after the filing of the
7 Application for Preliminary Approval of the Settlement. Named Plaintiff, Defendant, and Class Counsel
8 represent that they have not made any such disclosure. The foregoing shall not preclude Named Plaintiff
9 or Class Counsel from advising Class Members regarding this Settlement. This section does not
10 preclude Class Counsel or Named Plaintiff from performing their duties as Class Counsel and/or Class
11 Representative. This section does not preclude the posting of the Order and Judgment of Final Approval
12 on the Settlement Administrator's website. Notwithstanding the foregoing, the Parties agree that
13 Defendant may make such disclosures that in Defendant's judgment are required in the ordinary course
14 of business, except that Defendant and its counsel shall not encourage Class Members to opt out.
15 Thereafter, Class Counsel and Named Plaintiff agree not to publicize the terms of this Settlement with
16 the media or others, including but not limited to, any newspaper, journal, magazine, website, and/or on-
17 line reporter of settlements. Class Counsel may also include references to this Settlement in their
18 curriculum vitae, for purposes of presentations in court filings only.

19 32. Counterparts. This Agreement may be executed in one or more counterparts. All
20 executed counterparts and each of them shall be deemed to be one and the same instrument provided
21 that counsel for the Parties to this Agreement shall exchange among themselves original signed
22 counterparts.

23 33. This Settlement Is Fair, Adequate And Reasonable. The Parties believe this Settlement is
24 a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after
25 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

26 34. Jurisdiction Of The Court. The Court shall retain jurisdiction, pursuant to Code of Civil
27 Procedure Section 664.6 or otherwise, with respect to the interpretation, implementation and
28 enforcement of the terms of this Agreement and all orders and judgments entered in connection
therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of

07/16/2021

1 interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and
2 judgments entered in connection therewith.

3 35. Cooperation And Drafting. Each of the Parties has cooperated in the drafting and
4 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be
5 construed against any of the Parties.

6 36. Invalidity Of Any Provision. Before declaring any provision of this Agreement invalid,
7 the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with
8 applicable precedents so as to define all provisions of this Agreement valid and enforceable.

NAMED PLAINTIFF

9
10 Dated: 2/11/2021

Carmen Villalobos
Carmen Villalobos
Represented By:

11
12
13
14 Dated: 2/11/2021

KOKOZIAN LAW FIRM, APC

By: Bruce Kokozian, Esq.
Bruce Kokozian, Esq.
Attorney for Plaintiff

DEFENDANT E & T FOODS, INC.

15
16
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18
19 Dated: _____

By: _____
Aner Iglesias, Jr.
Vice President

Represented by: LANDEGGER BARON LAW GROUP

20
21
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23
24 Dated: _____

By: _____
Roxana Verano, Esq.
Alfred Landegger, Esq.
Attorney for Defendant

07/16/2021

1 interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and
2 judgments entered in connection therewith.

3 35. Cooperation And Drafting. Each of the Parties has cooperated in the drafting and
4 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be
5 construed against any of the Parties.

6 36. Invalidity Of Any Provision. Before declaring any provision of this Agreement invalid,
7 the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with
8 applicable precedents so as to define all provisions of this Agreement valid and enforceable.

9 **NAMED PLAINTIFF**

10 Dated: _____

11 _____
Carmen Villalobos

12 Represented By:

13 **KOKOZIAN LAW FIRM, APC**

14 Dated: _____

15 By: _____

16 Bruce Kokozyan, Esq.
Attorney for Plaintiff

17 **DEFENDANT E & T FOODS, INC.**

18 Dated: 2/16/21

19 By: _____
Aner Iglesias, Jr.

20 Vice President

21 Represented by: **LANDEGGER BARON LAW GROUP**

22 Dated: February 16, 2021

23 By: _____
24 *Roxana Verano*

25 Roxana Verano, Esq.
26 Alfred Landegger, Esq.
27 Attorney for Defendant
28

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Exhibit "1"

NOTICE OF CLASS ACTION SETTLEMENT

Ramon Garcia v. E&T Foods, Inc.
Los Angeles Superior Court Case Number 19STCV05670

If you are or were a non-exempt hourly paid employee of E & T Foods, Inc. in California, anytime between February 21, 2015 and August 7, 2020, you may be entitled to receive money from a class action settlement.

A court approved this notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

WHAT IS IN THIS NOTICE

1.	Why Should You Read This Notice?	Page 1
2.	What Is the Case About?	Page 1
3.	What does the Settlement Provide?	Page 2
4.	What Is the Class Action Settlement?	Page 2
5.	What Are my Rights? How Will My Rights Be Affected?	Page 2
6.	Who Are the Attorneys Representing the Parties?	Page 4
7.	How Will the Attorneys for the Class and Costs Be Paid?	Page 4

1. *Why should you read this notice?*

On February 21, 2019, Plaintiff ("Plaintiff") Ramon Garcia filed a putative class action complaint against his former employer E & T Foods, Inc. (hereinafter E & T Foods) This Notice describes the lawsuit and explains your rights in the settlement. You have received this Notice because records indicate that you are a Class Member. Class Members include all current and former non-exempt hourly paid employees who worked for E & T Foods in California at any time from February 21, 2015 to August 7, 2020.

In September 2020, the Parties reached a class wide settlement as a compromise to resolve Plaintiff's individual and representative claims, subject to Court approval. On March 16, 2021, the Los Angeles County Superior Court preliminary approved the class action settlement and has ordered that this Notice be provided to you. *The court has not determined who is right or wrong in this lawsuit.*

2. *What is the case about?*

Plaintiff asserted claims against E & T Foods on behalf of all current and former non-exempt hourly paid employees who worked for Defendant in California, including claims for: (a) unpaid overtime wages; (b) unpaid minimum wages; (c) failure to provide meal breaks; (d) failure to provide rest periods; (e) failure to promptly pay all wages due and owing at the time of an employee's termination or discharge; (f) failure to issue properly itemized wage statements; (g) violations of California's Business and Professions Code; and (h) violations of the Private Attorneys General Act of 2004.

E & T Foods vehemently denies any and all wrongdoing and liability. E & T Foods contends it conducted business and compensated employees consistent with the laws of the State of California.

07/16/2021

E & T Foods contends it has no liability for any of claims under any statute, wage order, common law, or equitable theory. The court has not ruled on the merits of Plaintiff's claims.

3. What does the settlement provide?

As part of the settlement terms, in exchange for a class release of the claims asserted by Plaintiff, E & T Foods, Inc. will pay \$300,000 (Gross Fund Value), including attorneys' fees, costs, third-party settlement administrator costs, the class representative enhancement payment, payment to the California Labor and Workforce Development Agency, and payment to Participating Class Members. Plaintiff will request from the Gross Fund Value: (1) \$100,000 for attorneys' fees, (2) up to \$13,000 in costs, (3) up to \$17,000 for settlement administration costs to CPT Group, (4) up to \$5,000 as a service award to Class Representative Carmen Villalobos, and (5) a PAGA payment of \$10,000, of which \$2,500 will be distributed to Participating Class Members and \$7,500 will be paid to the California Labor and Workforce Development Agency. After deductions of all the preceding amounts, the remaining amount will be distributed as Settlement Awards to Participating Class Members (Net Fund Value). The Net Fund Value will be divided by the Aggregate Workweek Total worked by all Class Members to determine the approximate weekly settlement amount for Class Members. Defendant will provide the Settlement Administrator with each Class Members' Total Workweeks based on its records.

E&T Foods records indicate that you were employed for _____ Total Workweeks during the Class Period of February 21, 2015 to August 7, 2020.

Based on this estimate and E&T Foods records, your estimated Settlement Award is \$ _____.

If you dispute your number of Total Workweeks, you must contact the Settlement Administrator and notify them in writing the number of workweeks you believe you were employed and provide any supporting documentation. If you do not provide documents, your settlement payment will be calculated according to the Defendant's records. The dispute must be sent to the Settlement Administrator's address listed in this notice and must be postmarked no later than June 1, 2021. It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Award.

Subject to court approval, you do not need to take any further action to receive money from this settlement.

4. What is the Class Action Settlement?

In a class action lawsuit, one person called "Plaintiff" or "Class Representative" sues on behalf of other people who may have similar claims. In this case, the Plaintiff is Carmen Villalobos. All these people are a "Class" or "Class Members." The company she sued is called the Defendant. In this case, the Defendant is E& T Foods t. One court resolves the issues for everyone in the Class – except for those

07/10/2021

people who choose to exclude themselves from the Class. In this case, the court is the Los Angeles County Superior Court.

5. *What are my rights? How will my rights be affected?*

Participating in the Settlement

Under the settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below. If approved by the Court, the Settlement Agreement and release will be binding on all Participating Class Members who do not timely opt out of the settlement.

If you are a current employee of E & T Foods, Inc., your decision about whether or not to participate in this settlement will **not** affect your employment with E & T Foods, Inc.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must mail a written statement to the Settlement Administrator, at the address below, requesting to be excluded from the Settlement. To be considered valid, your request for exclusion must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your request for exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your request for exclusion must be mailed by First-Class Mail or equivalent, and postmarked no later than June 1, 2021. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Late requests for exclusion (opt-out requests) will not be considered.

If you file a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement, and you will not be bound by the terms of the Settlement.

Objecting to the Settlement

If you wish to Object to the Settlement, you may advise the Court about your objection stating why you object to the settlement. Your objection must state your full name, last four digits of your social security number, dates of employment, address, and telephone number, a statement providing the basis for your objections, a statement advising if you plan to address the Court at the Settlement Fairness Hearing, and any legal briefs, papers or memoranda you propose to submit to the Court. The objection must be mailed to Settlement Administrator, at the address below, and must be postmarked no later than June 1, 2021.

You may also, if you wish, appear at the Settlement Fairness Hearing on [date] at [time] in Dept. 6 of the Los Angeles County Superior Court to discuss your objections with the Court and the Parties regardless of whether or not you submitted a written objection to the Settlement Administrator. Class Members may appear remotely, if you wish, for the Final Approval Hearing and should contact the court clerk for Department 6 for instructions on how to appear remotely. The Settlement Fairness Hearing may be continued to another date without further notice. If you object to the settlement, you may still receive your share of the settlement amount if the court approves the settlement despite objections.

Effect of the Settlement on Your Rights

If the proposed settlement is approved by the Court, a Judgment will be entered by the Court and upon entry of Judgment all Participating Class Members shall fully and finally release and discharge

07/16/2021

Defendant E & T Foods, Inc. and its successors in interest, past, present, or future parents, subsidiaries and related or affiliated corporations, and their past, present, or future officers, directors, shareholders, employees, agents, principals, heirs, joint employers, staffing agencies, representatives, accountants, auditors, attorneys, consultants, insurers, and reinsurers, and each of their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and each of their company-sponsored employee benefit plans, and all of their respective officers, directors, owners, employees, administrators, fiduciaries, trustees, and agents, and any individual or entity which could reasonably be determined to be jointly liable with Defendant, or any of them ("Released Parties") of all claims, rights, demands, liabilities, damages, attorneys' fees, costs, and causes of action of every nature and description, whether known or unknown, arising from any and all claims which were asserted in the Second Amended Complaint or could have been asserted based on the facts alleged in the Second Amended Complaint, and arising during the Class Period of this settlement, including but not limited to statutory, constitutional or common law claims for wages, damages, unpaid costs, liquidated damages, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief, or other relief under California Business & Professions Code §17200, et seq. based on the following categories of allegations as set forth in the Second Amended Complaint: (a) all claims for unpaid overtime wages; (b) all claims for unpaid minimum wages; (c) all claims for failure to provide meal periods; (d) all claims for failure to authorize and permit rest periods; (e) all claims for the failure to promptly pay all wages due and owing at the time of an employee's termination or discharge; (f) all claims for the failure to issue properly itemized wage statements; (g) all claims for Unfair Competition or Business Practices under California's Business and Professions Code based on the preceding claims; (h) all claims for any and all penalties pursuant to the California Labor Code and/or the Private Attorneys General Act of 2004 based on the preceding claims pursuant to Plaintiff's notice to the LWDA ("Released Claims").

If the Court finally approves the Settlement, settlement checks will be mailed to Class Members who have not opted out of the Settlement.

Those funds represented by Settlement checks returned as undeliverable and those Settlement checks remaining uncashed for more than 180 days after issuance (collectively, "Uncashed Settlement Checks") shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500 et seq. for the benefits of those Settlement Class Members who did not cash their checks until they claim their property.

6. *Who are the attorneys representing the parties?*

Class Counsel, appointed and approved by the Court for settlement only, will represent you. However, you may choose to be represented by your own counsel at your own cost.

Attorneys for Plaintiff & the Class are:

Bruce Kokozyan, Esq.
KOKOZYAN LAW FIRM, APC
9440 South Santa Monica, Blvd., Suite 510
Beverly Hills, CA 90210
Telephone (323) 857-5900

Attorneys for E & T Foods are:

Roxana Verano, Esq.
Alfred Landegger, Esq.
Landegger Baron Law Group
15760 Ventura Boulevard, Suite 1200
Encino, CA 91436

7. *How will the attorneys for the class and costs be paid?*

07/10/2021

Class Counsel is seeking an award from the Court for attorneys' fees of up to \$100,000 and documented litigation costs of up to \$13,000. Carmen Villalobos is seeking a service award from the Court of up to \$5,000. The actual amounts awarded will be determined by the Court.

If you need more information or have any questions, you may contact the Settlement Administrator at the telephone number listed below.

Carmen Villalobos v. E&T Foods, Inc.
c/o [Settlement Administrator]
[ADDRESS]
[PHONE]

**PLEASE DO NOT CONTACT THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT.**

07/16/2021

PROOF OF SERVICE

Ramon Garcia, et al. v. E & T Foods, Inc.

LASC Case No. 19STCV05670

I, the undersigned, declare as follows:

I am over the age of 18 years and employed in the County of Los Angeles, State of California. I am employed in the office of Kokozyan Law Firm, APC, and I made the service referred to below at their direction. My business address is 9440 South Santa Monica Boulevard, Suite 510, Beverly Hills, California 90210.

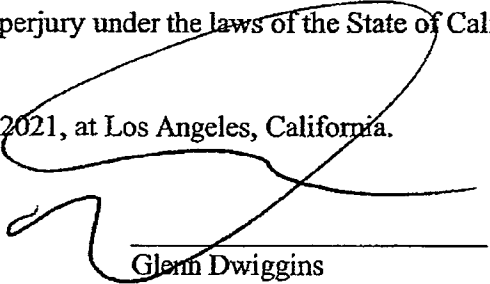
On February 18, 2021, I served true copies of **FURTHER SUPPLEMENTAL DECLARATION OF BRUCE KOKOZIAN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on INTERESTED PARTIES as stated on the attached Service List.

CASE ANYWHERE: A true and correct copy was electronically served on counsel of record by transmission to CASE ANYWHERE pursuant to Court Order Authorizing Electronic Service.

SEE ATTACHED SERVICE LIST

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

Executed on February 18, 2021, at Los Angeles, California.



Glenn Dwiggins

07/10/2021

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Landegger Baron Law Group
Roxana Verano, Esq. (roxana@landeggeresq.com)
Evelyn Zarraga, Esq. (evelyn@landeggeresq.com)
15760 Ventura Boulevard, Suite 1200
Encino, CA 91436
Phone: (818) 986-7561
Fax: (818) 986-5147
Representing: E & T Foods, Inc.

07/16/2024

PROOF OF SERVICE

Ramon Garcia, et al. v. E & T Foods, Inc.

LASC Case No. 19STCV05670

I, the undersigned, declare as follows:

I am over the age of 18 years and employed in the County of Los Angeles, State of California. I am employed in the office of Kokozyan Law Firm, APC, and I made the service referred to below at their direction. My business address is 9440 South Santa Monica Boulevard, Suite 510, Beverly Hills, California 90210.

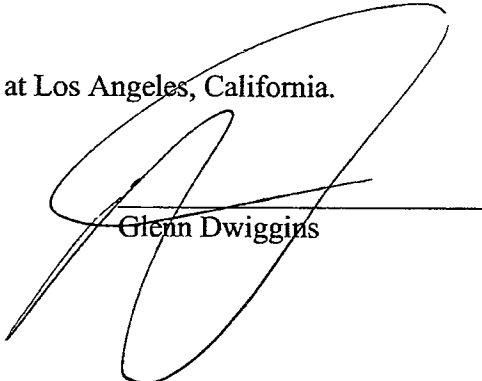
On May 13, 2021, I served true copies of **[PROPOSED] FINAL ORDER AND JUDGMENT FOLLOWING GRANTING OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on INTERESTED PARTIES as stated on the attached Service List.

CASE ANYWHERE: A true and correct copy was electronically served on counsel of record by transmission to CASE ANYWHERE pursuant to Court Order Authorizing Electronic Service.

SEE ATTACHED SERVICE LIST

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

Executed on May 13, 2021, at Los Angeles, California.


Glenn Dwiggins

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Landegger Baron Law Group
Roxana Verano, Esq. (roxana@landeggeresq.com)
Evelyn Zarraga, Esq. (evelyn@landeggeresq.com)
15760 Ventura Boulevard, Suite 1200
Encino, CA 91436
Phone: (818) 986-7561
Fax: (818) 986-5147
Representing: E & T Foods, Inc.

07/11/2021

PROOF OF SERVICE

Ramon Garcia, et al. v. E & T Foods, Inc.

LASC Case No. 19STCV05670

I, the undersigned, declare as follows:

I am over the age of 18 years and employed in the County of Los Angeles, State of California. I am employed in the office of Kokozyan Law Firm, APC, and I made the service referred to below at their direction. My business address is 9440 South Santa Monica Boulevard, Suite 510, Beverly Hills, California 90210.

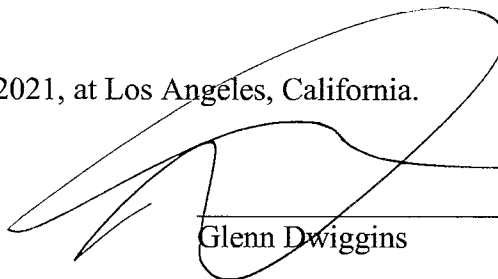
On July 19, 2021, I served true copies of **NOTICE OF ENTRY OF FINAL ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on INTERESTED PARTIES as stated on the attached Service List.

CASE ANYWHERE: A true and correct copy was electronically served on counsel of record by transmission to CASE ANYWHERE pursuant to Court Order Authorizing Electronic Service.

SEE ATTACHED SERVICE LIST

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

Executed on July 19, 2021, at Los Angeles, California.



Glenn Dwiggins

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Landegger Baron Law Group
Roxana Verano, Esq. (roxana@landeggeresq.com)
Evelyn Zarraga, Esq. (evelyn@landeggeresq.com)
15760 Ventura Boulevard, Suite 1200
Encino, CA 91436
Phone: (818) 986-7561
Fax: (818) 986-5147
Representing: E & T Foods, Inc.