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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

LAZARO SANDOVAL, individually and on behalf of others similarly situated,

Plaintiff,

vs.

WEST PICO FOODS, INC., a California Corporation; and WEST PICO DISTRIBUTORS, LLC, a California limited liability company and DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV26873

*Assigned to for all purposes to: Hon. Amy D. Hogue, Dept. 7*

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

Filed date: July 13, 2020  
Trial date: None

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

2 This Amended Joint Stipulation of Class Action and PAGA Settlement is entered into by  
3 and between Plaintiff Lazaro Sandoval, individually and on behalf of the Settlement Class and  
4 Defendants West Pico Foods, Inc. and West Pico Distributors, LLC.

5 **DEFINITIONS**

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

8 2. “Action” means the court action, entitled “*Sandoval v. West Pico Foods, Inc. et*  
9 *al.*,” Case No. 20STCV26873, pending before the Los Angeles County Superior Court.

10 3. “Class Counsel” means Protection Law Group, LLP.

11 4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s  
12 litigation and resolution of this Action and their expenses and costs incurred in connection with  
13 the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request  
14 attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, i.e.  
15 One Hundred and Forty Thousand Dollars (\$140,000.00) and the reimbursement costs and  
16 expenses associated with the litigation and settlement of the Action, not to exceed Twenty  
17 Thousand Dollars (\$20,000.00), subject to the Court’s approval. Defendants have agreed not to  
18 oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount  
19 set forth above.

20 5. “Class List” means a complete list of all Class Members that Defendants will  
21 diligently and in good faith compile from their records and provide to the Settlement  
22 Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement.  
23 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will  
24 include Class Member’s: (1) full name; (2) last known home address; (3) last known telephone  
25 number (if available); (4) social security number; and (5) dates of employment as a Class  
26 Member (including all separations and re-hires during the Class Period); in order for the Claims  
27 Administrator to be able to calculate individual Class Member workweeks. Because Social  
28 Security numbers are included in the list, the Settlement Administrator will maintain the list in

1 confidence, and shall only access and use the list to administer the settlement in conformity with  
2 the Court's orders.

3 6. "Class" or "Class Members" means all current and former hourly-paid, non-  
4 exempt employees of Defendants who were employed by Defendants in the State of California at  
5 any time during the Class Period.

6 7. "Class Period" means the period from July 13, 2016, to April 24, 2021.

7 8. "Class Representative" means Plaintiff Lazaro Sandoval in his capacity as the  
8 representative of the Participating Class Members.

9 9. "Class Representative Enhancement Payment" means the amount that the Court  
10 authorizes to be paid to Plaintiff Sandoval, in addition to his Individual Settlement Payments, in  
11 recognition of the efforts and risks he has taken in assisting with the prosecution of the Action.

12 10. "Court" means the Superior Court of the State of California for the County of  
13 Los Angeles.

14 11. "Defendants" means West Pico Foods, Inc. and West Pico Distributors, LLC.

15 12. "Effective Date" means: the later of: (a) if no timely objections are filed or if all  
16 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an  
17 objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed  
18 (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in  
19 a way that does not alter the terms of the settlement

20 13. "Final Approval" means the Court entering an order granting final approval of the  
21 Settlement Agreement.

22 14. "Gross Settlement Amount" means the sum of Four Hundred Thousand Dollars  
23 (\$400,000). The Gross Settlement Amount is non-reversionary; no portion of the Gross  
24 Settlement Amount will return to Defendants.

25 15. "Individual Settlement Payment" means the amount payable from the Net  
26 Settlement Amount to each Participating Class Member and any payment a PAGA Member is  
27 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement  
28

1 Payments shall be paid by a Settlement Check made payable to Participating Class Members  
2 and/or PAGA Members.

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

8 17. "Notice" means the Notice of Class Action Settlement in a form substantially  
9 similar to the form attached hereto as Exhibit A, that will be mailed to Class Members' last  
10 known addresses and which will provide Class Members with information regarding the Action  
11 and information regarding the settlement of the Action.

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

14 19. "PAGA Payment" means the amount that the Parties have agreed to allocate in  
15 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§  
16 2698, *et seq.*)(("PAGA"). The Parties have agreed that Twenty-Five Thousand Dollars  
17 (\$25,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiff's  
18 PAGA Claims. Seventy Five Percent (75%) of this amount (\$18,750.00) will be paid to the  
19 California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698  
20 *et seq.* Twenty Five Percent (25%) of this amount (\$6,250.00), will be distributed to PAGA  
21 Members. PAGA Members will receive payment from the employee portion of the PAGA  
22 Payment regardless of their decision to participate in the class action if the PAGA Payment is  
23 approved by the Court.

24 20. "PAGA Period" means the period from May 19, 2019, to April 24, 2021.

25 21. "PAGA Members" means all current and former non-exempt employees of  
26 Defendants who were employed by Defendants in the state of California at any time during the  
27 PAGA Period.

1           22.    “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean  
2 either Plaintiff or Defendants, individually.

3           23.    “Participating Class Members” or “Settlement Class Members” means all Class  
4 Members who do not submit valid and timely Requests for Exclusion.

5           24.    “Plaintiff” means Lazaro Sandoval.

6           25.    “Preliminary Approval” means the Court order granting preliminary approval of  
7 the Settlement Agreement.

8           26.    “Written Objection” means a Class Member’s valid and timely written objection  
9 to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full  
10 name, address, telephone number, last four digits of the employees’ social security number or  
11 employee ID number and (b) a written statement of all grounds for the objection accompanied by  
12 legal support, if any, for such objection. A Written Objection will not be presumptively  
13 invalidated if the objections do not comply with all the requirements if the Settlement  
14 Administrator can ascertain the identity of the class member and ascertain that the class member  
15 wants to object. However, timeliness is still required and the date of the fax, email, or postmark  
16 will be deemed the exclusive means for determining that the Written Objection is timely.  
17 Participating Class Members who fail to make a Written Objection shall still have a right to  
18 appear at the Final Approval Hearing in order to have their objections heard by the Court.

19           27.    “Released Claims” means claims, rights, demands, liabilities and causes of  
20 actions that are alleged or reasonably could have been alleged based on the facts and claims  
21 asserted in the operative complaint in the Action including the following claims: (i) failure to pay  
22 all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods  
23 or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu  
24 thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete,  
25 accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation;  
26 (vii) failure to provide timely pay wages during employment (including a claim under the  
27 Industrial Welfare Commission Wage Orders, and common law including conversion); (viii)  
28 unfair business practices that could have been premised on the claims, causes of action or legal

1 theories of relief described above or any of the claims, causes of action or legal theories of relief  
2 pleaded in the operative complaint; (ix) failure to maintain required payroll records and (x) all  
3 claims under the California Labor Code Private Attorneys General Act of 2004 or for civil  
4 penalties that could have been premised on the claims, causes of action or legal theories  
5 described above or any of the claims, causes of action or legal theories of relief pleaded in the  
6 operative complaint including but not limited to Labor Code sections 210, 226.3, 1197.1, 558,  
7 and 2699. In addition, any Participating Class Member who cashes his or her settlement check  
8 will be deemed to have opted into the action for purposes of the FLSA and, the Released Claims  
9 include any and all claims those Settlement Class Members may have under the FLSA related to  
10 the alleged claims. The Released Claims are expressly limited to claims arising during the Class  
11 Period.

12 28. “Released Parties” means Defendants West Pico Foods, Inc. and West Pico  
13 Distributors, LLC and their past, present and/or future, direct and/or indirect, officers, directors,  
14 members, managers, employees, agents, representatives, attorneys, insurers, partners, investors,  
15 shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors,  
16 successors, assigns, and joint venturers.

17 29. “Request for Exclusion” means a valid and timely written statement submitted by  
18 a Class Member requesting to be excluded from the Action. To be effective, the Request for  
19 Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last  
20 four digits of the Class Member’s Social Security number and/or the Employee ID number and  
21 (b) a clear statement requesting to be excluded from the settlement of the class claims similar to  
22 the following: “I wish to exclude myself from the class settlement reached in the matter of  
23 *Sandoval v. West Pico Foods*. I understand that by excluding myself, I will not receive money  
24 from the settlement of my individual claims.” A request for exclusion shall not be presumptively  
25 invalid if it does not contain all of the information requested, provided that the Settlement  
26 Administrator can ascertain the identity of the class member and ascertain that the class member  
27 wants to opt-out. However, to be effective, the Request for Exclusion must be faxed, emailed, or  
28 post-marked by the Response Deadline and received by the Settlement Administrator. The

1 Request for Exclusion shall not be effective as to the release of claims arising under the Private  
2 Attorneys General Act.

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

16 31. "Settlement" means the disposition of the Action pursuant to this Agreement.

17 32. "Settlement Administrator" means Phoenix Settlement Administrators. The  
18 Parties each represent that they do not have any financial interest in the Settlement Administrator  
19 or otherwise have a relationship with the Settlement Administrator that could create a conflict of  
20 interest.

21 33. "Settlement Administration Costs" mean the costs payable from the Gross  
22 Settlement Amount to the Settlement Administrator for administering this Settlement, including,  
23 but not limited to, printing, distributing, and tracking documents for this Settlement,  
24 calculating/confirming the class member Workweeks from the information contained in the  
25 Class List, calculating each Participating Class Member's Individual Settlement Payment, tax  
26 reporting, distributing the Gross Settlement Amount, providing necessary reports and  
27 declarations, and other duties and responsibilities set forth herein to process this Settlement, and  
28

1 as requested by the Parties. Settlement Administration Costs shall not exceed Six Thousand  
2 Dollars (\$6,000).

3 34. "Workweek" shall mean any calendar week (i.e. a week beginning on Sunday and  
4 ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day.

5 **TERMS OF AGREEMENT**

6 35. Settlement Consideration. Defendants shall fund the Gross Settlement Amount  
7 and all applicable employer-side payroll taxes following Final Approval by the Court and the  
8 occurrence of the Effective Date. The following will be paid out of the Gross Settlement  
9 Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement  
10 Payment, Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement  
11 Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on  
12 the Individual Settlement Payments, or as a result of an increase in the number of workweeks as  
13 set forth below, Defendants shall not be required to pay more than the Gross Settlement Amount.  
14 The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount  
15 will revert to Defendants.

16 36. Potential Increase to the Gross Settlement Amount/Limitation of Class Period.  
17 Prior to mediation, Defendants represented there were approximately 12,921 Workweeks during  
18 the period of July 30, 2016 to January 25, 2021. Should the total actual number of Workweeks  
19 during the Class Period exceed this figure by more than fifteen percent (15%) (i.e. by more than  
20 1,938 Workweeks) Defendants, at their option may choose to either (1) increase the Gross  
21 Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of  
22 Workweeks worked by the Class Members above 15%; or (2) cut off the date of the Class Period  
23 upon the date the total workweeks reach 14,859. If Defendants elect to cut off the Class Period  
24 prior to April 24, 2021 due to an unanticipated increase in workweeks, Defendants shall notify  
25 Plaintiff's Counsel of the verified number of workweeks prior to the filing of Plaintiff's Motion  
26 for Preliminary Approval.

27 37. Funding of the Gross Settlement Amount. Within fourteen (14) calendar days of  
28 the Effective Date of the Settlement, presuming the Settlement Administrator provides all



1 necessary funding information, Defendants will deposit the Gross Settlement Amount and all  
2 applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be  
3 established by the Settlement Administrator. Defendants shall provide all information necessary  
4 for the Settlement Administrator to calculate necessary payroll taxes including its official name,  
5 8 digit state unemployment insurance tax ID number, and other information requested by the  
6 Settlement Administrator, no later than seven (7) calendar days of the Effective Date.

7       38.     Distribution of the Gross Settlement Amount. Within fourteen (14) calendar days  
8 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)  
9 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce  
10 Development Agency; (c) the Class Representative Enhancement Payment; (d) Class Counsel’s  
11 Fees and Costs and (e) Settlement Administration Costs.

12       39.     Attorneys’ Fees and Costs. Defendants agree not to oppose any application or  
13 motion by Class Counsel for attorneys’ fees of not more than One Hundred and Forty Thousand  
14 Dollars (\$140,000.00) plus the reimbursement of costs and expenses associated with the  
15 litigation and settlement of the Action, in an amount not to exceed Twenty Thousand Dollars  
16 (\$20,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the  
17 requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net  
18 Settlement Amount and distributed to Participating Class Members as provided in this  
19 Agreement.

20       40.     Class Representative Enhancement Payment. Defendants agree not to oppose or  
21 object to any application or motion by Plaintiff for a Class Representative Enhancement Payment  
22 of Five Thousand Dollars (\$5,000.00). The Class Representative Enhancement Payment is in  
23 recognition of his time, effort and risk in bringing and prosecuting the Action. Any portion of the  
24 requested Class Representative Enhancement Payments that is not awarded to Plaintiff shall be  
25 reallocated to the Net Settlement Amount and distributed to Participating Class Members as  
26 provided in this Agreement.

27       41.     Settlement Administration Costs. The Settlement Administrator will be paid for  
28 the reasonable costs of administration of the Settlement and distribution of payments from the

1 Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs  
2 shall not exceed Six Thousand Dollars (\$6,000).

3 42. PAGA Payment. Twenty-Five Thousand Dollars (\$25,000.00) shall be allocated  
4 from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA.  
5 The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or  
6 Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750.00), to the California Labor and  
7 Workforce Development Agency (“LWDA”). Six Thousand Two Hundred and Fifty Dollars  
8 (\$6,250), will be distributed to PAGA Members on a *pro rata* basis based on the total number of  
9 Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall  
10 receive their portion of the PAGA Payment regardless of their decision to opt-out of the class  
11 settlement (i.e., Class Members who opt-out will nevertheless receive their portion of the PAGA  
12 Payment).

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

|    |  |    |                   |
|----|--|----|-------------------|
| 17 | Gross Settlement Amount                | \$ | 400,000.00        |
| 18 | Enhancement Payment:                   | \$ | 5,000.00          |
| 19 | Class Counsel’s Fees:                  | \$ | 140,000.00        |
| 20 | Class Counsel’s Costs:                 | \$ | 20,000.00         |
| 21 | PAGA Payment                           | \$ | 25,000.00         |
| 22 | Settlement Administration Costs:       | \$ | 6,000.00          |
| 23 | <b>Estimated Net Settlement Amount</b> | \$ | <b>204,000.00</b> |

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

27 a) Calculation of Class Portion of Individual Settlement Payments.

28 The Settlement Administrator will calculate the total Workweeks for all Participating Class

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

7 b) Calculation of PAGA Portion of Individual Settlement Payments.

8 The Settlement Administrator will calculate the total Workweeks for all PAGA Members by  
9 adding the number of Workweeks worked by each PAGA Member during the PAGA Period.  
10 The respective Workweeks for each PAGA Member will be divided by the total Workweeks for  
11 all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA  
12 Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment  
13 to calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members  
14 shall receive this portion of their Individual Settlement Payment regardless of whether they opt  
15 out of the participation regarding the class claims (i.e., Class Members who opt-out will  
16 nevertheless receive their portion of the PAGA Payment).

17 c) Allocation of Individual Settlement Payments. All Individual

18 Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual  
19 Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as interest,  
20 and forty percent (40%) shall be allocated as penalties. The portion of the Individual Settlement  
21 Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form  
22 W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the  
23 Settlement Administrator.

24 45. No Credit Toward Benefit Plans. The Individual Settlement Payments made to  
25 Participating Class Members under this Settlement, as well as any other payments made pursuant  
26 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans  
27 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,  
28 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and

1 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not  
2 affect any rights, contributions, or amounts to which any Class Members may be entitled under  
3 any benefit plans. Payment of wages shall not extend or alter participating class members period  
4 of employment for any purpose.

5 46. Settlement Administration Process. The Parties agree to cooperate in the  
6 administration of the Settlement and to make all reasonable efforts to control and minimize the  
7 costs and expenses incurred in administration of the Settlement. The Settlement Administrator  
8 will provide the following services:

9 46(a) Establish and maintain a Qualified Settlement Fund.

10 46(b) Calculate the Individual Settlement Payment each Participating Class  
11 Member is eligible to receive and the portion of the PAGA Payment  
12 each PAGA Member shall receive.

13 46(c) Translate the Notice to Spanish.

14 46(d) Print and mail the Notice, in English and Spanish.

15 46(e) Conduct additional address searches for mailed Notices that are  
16 returned as undeliverable.

17 46(f) Process Requests for Exclusion, field inquiries from Class Members,

18 46(g) Print and issue and issue Settlement Payment Checks, prepare IRS W2  
19 and 1099 Tax Forms and any other filings required by any  
20 governmental taxing authority.

21 46(h) Provide declarations and/or other information to this Court as  
22 requested by the Parties and/or the Court.

23 46(i) Provide weekly status reports to counsel for the Parties.

24 46(j) Post a notice of final judgment online at Settlement Administrator's  
25 website.

26 46(k) Prior to mailing Notice to the Class, provide a detailed report to  
27 counsel for the Parties including all information necessary to verify the  
28 accuracy of the Settlement Administrator's preliminary calculations

1 including: (1) the allocation of the Gross Settlement Amount and the total  
2 amount to be distributed to the Class; (2) the total number of Class Members  
3 and PAGA Members; (3) the total number of Workweeks worked by Class  
4 Members and PAGA Members; (4) tax allocations; (5) employer-side  
5 payroll taxes to be paid in addition to the Gross Settlement Amount; and (6)  
6 an itemization of each Class Members' individual total Workweeks and  
7 estimated Individual Settlement Payment.

8 46(1) Prior to disbursement of the Gross Settlement Amount, provide a  
9 detailed report to counsel for the Parties including all information  
10 necessary to verify the accuracy of the Settlement Administrator's  
11 final calculations including: (1) the allocation of the Gross Settlement  
12 Amount and the total amount to be distributed to the Class; (2) the total  
13 number of Participating Class Members and PAGA Members; (3) the total  
14 number of Workweeks worked by Participating Class Members and PAGA  
15 Members; (4) tax allocations; (5) employer-side payroll taxes to be paid in  
16 addition to the Gross Settlement Amount; and (6) an itemization of each  
17 Participating Class Members' individual total Workweeks and final  
18 Individual Settlement Payment.

19 47. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary  
20 Approval, Defendants will provide the Class List to the Settlement Administrator.

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

25 49. Confirmation of Contact Information in the Class List. Prior to mailing, the  
26 Settlement Administrator will perform a search based on the National Change of Address  
27 Database for information to update and correct for any known or identifiable address changes.  
28 Any Notice returned to the Settlement Administrator as non-deliverable on or before the

1 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding  
2 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing  
3 on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly  
4 attempt to determine the correct address using a skip-trace, or other search using the name,  
5 address and/or Social Security number of the Class Member involved and will then perform a  
6 single re-mailing within seven (7) calendar days from the date of receipt of the returned Notice.  
7 If any notice sent to a Class Member by the Settlement Administrator is returned as  
8 undeliverable to a current employee, then Defendants shall make all reasonable efforts to obtain  
9 the current address from the Class Member and provide the same within seven (7) calendar days  
10 of notice from the Settlement Administrator. Those Class Members who receive a re-mailed  
11 Notice, whether by skip-trace or by request, will have between the later of (a) an additional  
12 fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or  
13 a Written Objection to the Settlement.

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

22 51. Disputed Information on Notice. Class Members will have an opportunity to  
23 dispute the information provided in their Notice via mail, fax, or email. To the extent Class  
24 Members dispute the number of Workweeks with which they have been credited or the amount  
25 of their Individual Settlement Payment, Class Members may produce evidence to the Settlement  
26 Administrator showing that such information is inaccurate. Absent evidence rebutting  
27 Defendants' records, Defendants' records will be presumed determinative. However, if a Class  
28 Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate

1 the evidence submitted by the Class Member and the Parties will make the final decision as to  
2 the number of eligible Workweeks that should be applied and/or the Individual Settlement  
3 Payment to which the Class Member may be entitled. If the Parties do not agree, the dispute will  
4 be submitted to the Court.

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

16 53. Request for Exclusion Procedures. Any Class Member wishing to opt-out from  
17 the Action must sign and fax, email, or postmark a written Request for Exclusion to the  
18 Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a)  
19 the Class Member's name, address, telephone number, and the last four digits of the Class  
20 Member's Social Security number and/or the Employee ID number and (b) a clear statement  
21 requesting to be excluded from the settlement of the class claims similar to the following: "I wish  
22 to exclude myself from the class settlement reached in the matter of *Sandoval v. West Pico*  
23 *Foods*. I understand that by excluding myself, I will not receive money from the settlement of  
24 my individual claims." A request for exclusion shall not be presumptively invalid if it does not  
25 contain all of the information requested if the Settlement Administrator can ascertain the identity  
26 of the class member and ascertain that the class member wants to opt-out. However, timeliness is  
27 still required and the date of the fax, email, or postmark on the return mailing envelope receipt  
28 confirmation will be the exclusive means to determine whether a Request for Exclusion has been

1 timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator,  
2 who will certify jointly to Class Counsel and Defendants' Counsel the Requests for Exclusion  
3 that were timely submitted. All Class Members who do not request exclusion from the Action  
4 will be bound by all terms of the Settlement Agreement if the Settlement is granted final  
5 approval by the Court. The Request for Exclusion shall not be effective as to the release of  
6 claims arising under the Private Attorneys General Act.

7       54. Defendants' Right to Rescind. If more than eight percent (8%) of the Class  
8 Members (rounded to the next whole number) elect not to participate in the Settlement,  
9 Defendants may, at their election, rescind the Settlement Agreement and all actions taken in  
10 furtherance of it will be thereby null and void. Defendants must meet and confer with Class  
11 Counsel prior to exercising this right and must make clear their intent to rescind the Agreement  
12 within fourteen (14) calendar days after the expiration of the Opt Out Deadline. If Defendants  
13 exercise their right to rescind the Agreement, Defendants shall be responsible for all Settlement  
14 Administration Costs incurred to the date of rescission.

15       55. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class  
16 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid  
17 Request for Exclusion will be bound by all of its terms, including those pertaining to the  
18 Released Claims, as well as any Judgment that may be entered by the Court if it grants final  
19 approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by  
20 such Judgment or release, but will nevertheless release Released Claims that arise under the Private  
21 Attorneys General Act (California Labor Code sections 2698 *et seq.*). The names of Class Members  
22 who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiff and  
23 Defendants and noted in the proposed Judgment submitted to the Court.

24       56. Objection Procedures. To make a written objection to the Settlement, a  
25 Participating Class Member must fax, email, or postmark a valid Written Objection to the  
26 Settlement Administrator on or before the Response Deadline. The Written Objection must be  
27 signed by the Participating Class Member and contain all information required by this Settlement  
28 Agreement including the employee's full name, address, telephone number, the last four digits of



1 their social security number and/or Employee ID number, and the specific reason including any  
2 legal grounds for the Participating Class Member's objection. Written Objections will not be  
3 presumptively invalidated if the objections do not comply with all the requirements if the  
4 Settlement Administrator can ascertain the identity of the class member and ascertain that the class  
5 member wants to object. However, timeliness is still required and the date of the fax, email, or  
6 postmark will be deemed the exclusive means for determining that the Written Objection is  
7 timely. Participating Class Members who fail to make a Written Objection shall still have a right  
8 to appear at the Final Approval Hearing in order to have their objections heard by the Court. At  
9 no time will any of the Parties or their counsel seek to solicit or otherwise encourage  
10 Participating Class Members to submit written objections to the Settlement or appeal from the  
11 Order and Judgment. Class Counsel will not represent any Class Members with respect to any  
12 objections to this Settlement.

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

20 58. Settlement Checks. Individual Settlement Checks will be sent to all Participating  
21 Class Members, even those Participating Class Members who Notice undelivered and for whom  
22 the Settlement Administrator was unable to ascertain a new address. However, prior to mailing  
23 checks to Participating Class Members and PAGA Members, the Settlement Administrator will  
24 perform a search based on the National Change of Address Database for information to update  
25 and correct for any known or identifiable address changes for recipients. Any checks issued by  
26 the Settlement Administrator to Participating Class Members and PAGA Members will be  
27 negotiable for at least one hundred eighty (180) calendar days, and the expiration date shall be  
28 stated on all checks sent to Participating Class Members and PAGA Members. Each settlement

1 check to Participating Class Members and PAGA Members shall contain, on the back of the  
2 check, the following language:

3 By endorsing or otherwise negotiating this check, I acknowledge that I read,  
4 understood, and agree to the terms set forth in the Notice of Class Action  
5 Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”)  
6 portion of the matter of *Sandoval v. West Pico Foods, Inc.*, elect to participate in  
7 the settlement of the FLSA claims, and agree to release all of my FLSA claims  
8 that are covered by the Settlement.

9 59. Uncashed Settlement Checks. If a Participating Class Member or PAGA Member  
10 does not cash his or her Settlement Check or PAGA payment check within 180 days, the  
11 uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of  
12 California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et*  
13 *seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash  
14 their checks until such time that they claim their property. The Parties agree that this disposition  
15 results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net  
16 Settlement Amount will be paid out to Participating Class Members and PAGA Members,  
17 whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore,  
18 Defendants will not be required to pay any interest on such amounts. The Individual Settlement  
19 Payments provided to Participating Class Members and to PAGA Members shall prominently  
20 state the expiration date or a statement that the Settlement Check will expire in one hundred  
21 eighty (180) days. Expired Individual Settlement Payments will not be reissued, except for good  
22 cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will  
23 result from the settlement.

24 60. Administration of Taxes by the Settlement Administrator. The Settlement  
25 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class  
26 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid  
27 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding  
28 all payroll taxes and penalties to the appropriate government authorities.

1           61.    Tax Liability. Defendants make no representation as to the tax treatment or legal  
2 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are  
3 not relying on any statement, representation, or calculation by Defendants or by the Settlement  
4 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that  
5 they will be solely responsible for the payment of any taxes and penalties assessed on the  
6 payments described herein. Defendants' share of any employer payroll taxes and other required  
7 employer withholdings due on the Individual Settlement Payments, including, but not limited to,  
8 Defendants' FICA and FUTA contributions, shall be paid separate and apart from the Gross  
9 Settlement Amount.

10           62.    Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this  
11 section, the "acknowledging party" and each Party to this Agreement other than the  
12 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this  
13 Agreement, and no written communication or disclosure between or among the Parties or their  
14 attorneys and other advisers, is or was intended to be, nor shall any such communication or  
15 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of  
16 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the  
17 acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and  
18 tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not  
19 entered into this Agreement based upon the recommendation of any other Party or any attorney  
20 or advisor to any other Party, and (c) is not entitled to rely upon any communication or  
21 disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be  
22 imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has  
23 imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax  
24 strategies (regardless of whether such limitation is legally binding) upon disclosure by the  
25 acknowledging party of the tax treatment or tax structure of any transaction, including any  
26 transaction contemplated by this Agreement.

27           63.    No Prior Assignments. The Parties and their counsel represent, covenant, and  
28 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported

1 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,  
2 demand, action, cause of action or right herein released and discharged.

3 64. Release by Participating Class Members PAGA Members, the LWDA and the State of  
4 California. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side  
5 payroll taxes by Defendants, Participating Class Members shall fully release and discharge the Released  
6 Parties from any and all Released Claims for the Class Period. This release shall be binding on all  
7 Participating Class Members. All PAGA Members, the LWDA, and State of California shall release  
8 claims arising under PAGA for the PAGA Period. All PAGA Members shall release claims arising under  
9 PAGA regardless of their decision to participate in the class settlement. Any Participating Class Member  
10 who cashes his or her settlement check will be deemed to have opted into the action for purposes of the  
11 FLSA and, the Released Claims include any and all claims those Settlement Class Members may have  
12 under the FLSA arising during the Class Period relating to the alleged claims. If a Participating Class  
13 Member does not cash his or her settlement check, he or she has not opted into the Action for purposes of  
14 the FLSA.

15 65. Neutral Employment Reference: Defendants agree that they will adopt a neutral  
16 reporting policy regarding any future employment references related to Plaintiff. In the event that  
17 any potential or future employers of Plaintiff requests a reference regarding Defendants'  
18 employment of Plaintiff, Defendants shall only provide Plaintiff's dates of employment, job titles  
19 during employment, and final rate of pay. Defendants shall not refer to the Action or this  
20 Settlement.

21 66. Nullification of Settlement Agreement. In the event that: (a) the Court does not  
22 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any  
23 material term of this Settlement Agreement; or (c) the Settlement does not become final as  
24 written and agreed to by the Parties for any other reason, then this Settlement Agreement, and  
25 any documents generated to bring it into effect, will be null and void, all amounts deposited into  
26 the QSF will be returned to Defendants, and the Parties shall be returned to their original  
27 respective positions. Any order or judgment entered by the Court in furtherance of this  
28 Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail

1 to approve this settlement for any reason, the Parties agree that they will return to and attend  
2 mediation with a mutually agreed Mediator in an effort to reach a settlement that may be  
3 approved by the Court.

4 67. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to  
5 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
6 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes  
7 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for  
8 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for  
9 the Notice to be sent to all Class Members as specified herein. In conjunction with the  
10 Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of  
11 the Settlement, and will include the proposed Notice attached as Exhibit A. Defendants agree  
12 that they will not oppose a Motion for Preliminary Approval based upon the terms of this  
13 agreement. Any failure by the Court to fully and completely approve the Agreement as to the  
14 Action will result in this Settlement Agreement and the Memorandum of Understanding entered  
15 into by the Parties, and all obligations under this Settlement Agreement and the Memorandum of  
16 Understanding being nullified and voided.

17 68. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the  
18 deadlines to postmark Requests for Exclusion or Written Objections to the Settlement  
19 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will  
20 be conducted to determine the Final Approval of the Settlement Agreement along with the  
21 amounts properly payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and  
22 Costs; (c) the Class Representative Enhancement Payments; and (d) the Settlement  
23 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to  
24 obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement  
25 Agreement as to all of the Action, or the entry of any Order by another Court with regard to any  
26 of the Action which has the effect of modifying material terms of this Agreement or preventing  
27 the full and complete approval of the Settlement Agreement as written and agreed to by the  
28 Parties, will result in this Agreement and all obligations under this Agreement being null and

1 void. Defendants agree they shall not oppose the granting of the Motion for Final Approval  
2 based upon the terms of this agreement, provided Defendants have not exercised their right to  
3 rescind pursuant to the terms of this Agreement.

4 69. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by  
5 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the  
6 Judgment to the Court for its approval. After entry of the Judgment, the Court will have  
7 continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement  
8 of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment  
9 matters as may be appropriate under court rules or as set forth in this Settlement.

10 70. Exhibits Incorporated by Reference. The terms of this Settlement include the  
11 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully  
12 set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

13 71. Entire Agreement. This Settlement Agreement and any attached Exhibits  
14 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous  
15 written or oral agreements may be deemed binding on the Parties.

16 72. Amendment or Modification. This Settlement Agreement may be amended or  
17 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
18 interest and approved by the Court.

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

1           74.    Binding on Successors and Assigns. This Settlement Agreement will be binding  
2 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously  
3 defined.

4           75.    California Law Governs. All terms of this Settlement Agreement and Exhibits  
5 hereto will be governed by and interpreted according to the laws of the State of California.

6           76.    Execution and Counterparts. This Settlement Agreement is subject only to the  
7 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
8 counterparts. All executed counterparts and each of them, including facsimile and scanned copies  
9 of the signature page, will be deemed to be one and the same instrument provided that counsel  
10 for the Parties will exchange among themselves original signed counterparts.

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

18           78.    Invalidity of Any Provision. Before declaring any provision of this Agreement  
19 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible  
20 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
21 enforceable.

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

25           80.    Class Action Certification for Settlement Purposes Only. The Parties agree to  
26 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the  
27 Settlement is not approved, the stipulation to certification will be void. The Parties further agree  
28 that certification for purposes of the Settlement is not an admission that class action certification

1 is proper under the standards applied to contested certification motions and that this Agreement  
2 will not be admissible in this or any other proceeding as evidence that either: (a) a class action  
3 should be certified or (b) Defendants are liable to Plaintiff or any Class Member, other than  
4 according to the Settlement's terms.

5 81. Non-Admission of Liability. The Parties enter into this Agreement to resolve the  
6 dispute that has arisen between them and to avoid the burden, expense and risk of continued  
7 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they  
8 have violated any federal, state, or local law; violated any regulations or guidelines promulgated  
9 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached  
10 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or  
11 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,  
12 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be  
13 construed as an admission or concession by Defendants of any such violations or failures to  
14 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this  
15 Agreement, this Agreement and its terms and provisions shall not be offered or received as  
16 evidence in any action or proceeding to establish any liability or admission on the part of  
17 Defendants or to establish the existence of any condition constituting a violation of, or a non-  
18 compliance with, federal, state, local or other applicable law. Payment of wages does not extend  
19 or alter the class member-claimants' period of employment for any purpose.

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

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

27 84. Enforcement Action. In the event that one or more of the Parties institutes any  
28 legal action or other proceeding against any other Party or Parties to enforce the provisions of



1 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party  
2 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'  
3 fees and costs, including expert witness fees incurred in connection with any enforcement  
4 actions.

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

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

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

18 88. Cooperation and Execution of Necessary Documents. The Parties agree to  
19 cooperate to promote participation in the Settlement, and in seeking court approval of the  
20 Settlement. The Parties and their counsel agree not to take any action to encourage any Class  
21 Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any  
22 settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class  
23 Member prior to the funding of the Gross Settlement Amount concerning claims released via this  
24 Agreement, or enter into any arbitration agreement with any Class Member that covers the  
25 claims released via this Agreement during the Settlement approval process prior to the funding of  
26 the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement  
27 approved by the Court.

28 89. Confidentiality. The Parties and their counsel agree to keep the terms of the

1 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff,  
2 Class Counsel, Defendants and their counsel agree that they will not issue any press releases,  
3 initiate any contact with the press, respond to any press inquiry or have any communication with  
4 the press about the fact, amount or terms of the Settlement Agreement. Nothing in this  
5 Settlement Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably  
6 required by law or in furtherance of business purposes, including the fulfillment of obligations  
7 stated in this Settlement Agreement or limit Class Counsel's communications with the Class  
8 Members in furtherance of approval of this Settlement.

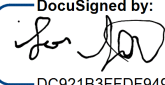
9       90.    Binding Agreement. The Parties warrant that they understand and have full  
10 authority to enter into this Settlement, and further intend that this Settlement Agreement will be  
11 fully enforceable and binding on all Parties and agree that it will be admissible and subject to  
12 disclosure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

14                   ***[Remainder of Page Intentionally Left Blank – Signatures on Following Page]***

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Dated: 8/9/2021 \_\_\_\_\_

**PLAINTIFF**

DocuSigned by:  


By: \_\_\_\_\_  
Lazaro Sandoval

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

**PROTECTION LAW GROUP, LLP**

By: \_\_\_\_\_  
Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
Attorneys for Plaintiff

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

**DEFENDANT**

**WEST PICO FOODS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**DEFENDANT**

**WEST PICO DISTRIBUTORS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**LEWIS BRISBOIS BISGAARD & SMITH  
LLP**

By: \_\_\_\_\_  
Rachel Lee, Esq.  
Attorneys for Defendants

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

**PLAINTIFF**

By: \_\_\_\_\_  
Lazaro Sandoval

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

**PROTECTION LAW GROUP, LLP**

By: \_\_\_\_\_  
Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
Attorneys for Plaintiff

Dated: AUG/5/21

**DEFENDANT**

**WEST PICO FOODS, INC.**

By: ELIAS NAGHI  
Name: Elias Naghi  
Title: PRESIDENT

Dated: 8/5/21

**DEFENDANT**

**WEST PICO DISTRIBUTORS, LLC**

By: [Signature]  
Name: Kurt MITCHELL  
Title: COO

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

**LEWIS BRISBOIS BISGAARD & SMITH  
LLP**

By: \_\_\_\_\_  
Rachel Lee, Esq.  
Attorneys for Defendants

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

**PLAINTIFF**

By: \_\_\_\_\_  
Lazaro Sandoval

Dated: August 9, 2021

**PROTECTION LAW GROUP, LLP**

By:  \_\_\_\_\_  
Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
Attorneys for Plaintiff

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

**DEFENDANT**

**WEST PICO FOODS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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


**DEFENDANT**

**WEST PICO DISTRIBUTORS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: August 6, 2021

**LEWIS BRISBOIS BISGAARD & SMITH  
LLP**

By:  \_\_\_\_\_  
Rachel Lee, Esq.  
Attorneys for Defendants

# **EXHIBIT A**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Sandoval v. West Pico Foods et al.*

Los Angeles County Superior Court, Case No. 20STCV26873

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

**To: All current and former hourly-paid, non-exempt employees who were employed by West Pico Foods, Inc., and West Pico Distributors, LLC in the State of California at any time between July 13, 2016, and April 24, 2021.**

### SUMMARY OF YOUR OPTIONS IN THIS SETTLEMENT:

|  |   |
|--|---|
| <b>Do Nothing and Receive a Payment</b><br>(See Sections 4-7, below) | To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.<br><br>After final approval by the Court, the payment will be mailed to you at the same address as this Notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below. |
| <b>Exclude Yourself</b><br>(See Section 8, below)                    | To exclude yourself, you must send a written request for exclusion to the Settlement Administrator by [DATE]. If you request exclusion, you will receive <b>no money from the Settlement</b> .  |
| <b>Object</b><br>(See Section 10, below)                             | Write to the Settlement Administrator about why you do not like the Settlement by [DATE] and/or appear at the Final Approval Hearing to make an oral objection.   |
| <b>Final Approval Hearing</b><br>(See Sections 12-14, below)         | The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2021] in Department 7, of the Los Angeles Superior Court—Spring Street Courthouse, located at 312 N. Spring St. Los Angeles, CA 90012   |

According to Defendants' records, you have been identified as a member of the Class, and therefore are receiving this Notice. Based on Defendants' records, and the Parties' current assumptions, **your Individual Settlement Payment is estimated to be \$\_\_\_\_\_ and included in that amount is your share of the PAGA Payment, which is estimated to be \$\_\_\_\_\_.** The actual amount you may receive may be different and will depend on a number of factors.

Your options are further explained in this Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want to participate in the settlement as proposed, you do not need to do anything to obtain your share of the settlement. Defendants will not retaliate against you for any actions you take with respect to the settlement.

### BASIC INFORMATION

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

A lawsuit was commenced by Lazaro Sandoval (“Plaintiff”) a former employee of West Pico Foods, Inc. and West Pico Distributors, LLC. (“Defendants”) on July 13, 2020. The case is currently pending in the Los Angeles County Superior Court, Case No. 20STCV26873.

The lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendants failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked including overtime, did not provide accurate wage statements, did not timely pay all wages owed at the end of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The lawsuit claims that the Defendants violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution. Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

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

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

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

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

The Class Representative and Class Counsel think the Settlement is best for the Class.

## **WHO IS IN THE SETTLEMENT?**

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

You are part of the Settlement, and a Class Member, if you were employed by Defendants as an hourly-paid, non-exempt employee in the state of California at any time between July 13, 2016, and April 24, 2021.

## **THE SETTLEMENT BENEFITS—WHAT YOU GET**

### **5. What does the settlement provide?**

The Settlement provides that Defendants will pay a maximum of Four Hundred Thousand Dollars (\$400,000) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

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



at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

- A. **Attorneys' Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or One Hundred and Forty Thousand Dollars (\$140,000);
- B. **Litigation Costs/Expenses to Class Counsel** currently estimated to be Sixteen Thousand Six Hundred Dollars (\$16,600);
- C. **Enhancement Payment to the Class Representative** in an amount not to exceed Five Thousand Dollars (\$5,000);
- D. **Settlement Administration Costs** which are currently estimated to be Six Thousand Dollars (\$6,000); and
- E. **PAGA Payment** in the amount of Twenty-Five Thousand Dollars (\$25,000) for the settlement of claims arising under the Private Attorney's General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$18,750) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$6,250) will be distributed to hourly-paid, non-exempt employees who worked for Defendants from May 19, 2019 to April 24, 2021, for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your "Individual Settlement Payment" will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendants from July 13, 2016, to April 24, 2021 ("Workweeks"). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099. Please be advised that you are responsible for all taxes, penalties and interest owed with respect to your Settlement Payment, regardless of the foregoing allocations. You should consult with an accountant or other tax professional with any questions. Neither the Parties, their lawyers nor the Court is providing you with financial or tax advice.

You must cash your Settlement check by the void date stated on the check. If you do not cash your check by the void date, your check will be automatically cancelled and the money represented by your check will be sent on your behalf to the Controller of the State of California, Unclaimed Property Division. You must make timely and valid application to the Controller in order to obtain your money. Neither the Parties, their lawyers nor the Court is providing you with any advice on how or when to obtain your monies from the Controller.

**You worked XXX workweeks during the class period. Your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.**

This Amount was determined based on Defendants' record of your employment between July 13, 2016, and April 24, 2021, and is presumed correct. If you dispute the accuracy of Defendants' records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide via mail, fax, or email any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

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

## HOW TO GET A PAYMENT FROM THE SETTLEMENT

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

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

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

Upon the funding of the Gross Settlement Amount by Defendants, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the “Released Parties” from the “Released Claims” for the “Class Period.”

The “Released Parties” include Defendants and any of their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The “Released Claims” include all claims, rights, demands, liabilities and causes of actions that are alleged or reasonably could have been alleged based on the facts and claims asserted in the operative complaint in the Action including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment (including a claim under the Industrial Welfare Commission Wage Orders, and common law including conversion); (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (ix) failure to maintain required payroll records and (x) all claims under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint including but not limited to Labor Code sections 210, 226.3, 1197.1, 558, and 2699. In addition, any Participating Class Member who cashes his or her settlement check will be deemed to have opted into the action for purposes of the FLSA and, the Released Claims include any and all claims those Settlement Class Members may have under the FLSA related to the alleged claims.

The “Class Period” during which the release of Released Claims pertains is from July 13, 2016, to April 24, 2021.

All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Claims arising under PAGA the with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

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

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Claims (other than those which arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

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

To exclude yourself from the release of Released Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Sandoval v. West Pico Foods*. I understand that by excluding myself I will not receive money from the class portion of the settlement.”

The written Request for Exclusion must be faxed, emailed, or mailed to the Settlement Administrator listed below, and must be faxed, emailed, or post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

[Email Address]

A request for exclusion shall not be presumptively invalid if it does not contain all of the information requested if the Settlement Administrator can ascertain your identity and ascertain that you want to opt-out. However, timeliness is still required and the date of the fax, email, or postmark on the return mailing envelope receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You may still receive a portion of the PAGA Payment if you worked between May 19, 2019 and April 24, 2021, because the request for exclusion does not apply to this claim. You will not be legally bound by the release of Released Claims (except for Released Claims that arise under PAGA (California Labor Code sections 2698 *et seq.*)).

You may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendants or the Released Parties, regarding the Released Claims (except for Released Claims that arise under PAGA (California Labor Code sections 2698 *et seq.*)).

## THE LAWYERS REPRESENTING YOU

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

The Court has approved PROTECTION LAW GROUP, LLP as Class Counsel. The firm’s contact information is:

### PROTECTION LAW GROUP LLP

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

Class Counsel will ask the Court for attorneys’ fees of up to \$140,000 and reimbursement of litigation cost/expenses of up to \$16,600. These amounts are subject to Court approval and the Court may award less than these amounts.

## OBJECTING TO THE SETTLEMENT

## 10. What if I want to object to this settlement?

If you are a Class Member, you can object to any aspect of the Settlement, including its fairness, the amount of fees and costs to be awarded to Class Counsel, and the amount of enhancement payment to be awarded to the Class Representative, and you can give reasons for your objection. The Court will consider your views. To make a written objection, you must fax, email, or mail your objection to the Settlement Administrator listed below no later than [DATE].

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

[Email Address]

Your written objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. Written objections will not be presumptively invalidated if the objections do not comply with all the requirements if the Settlement Administrator can ascertain your identity and ascertain that you want to object. However, timeliness is still required and the date of the fax, email, or postmark will be deemed the exclusive means for determining that the written objection is timely. You may also come to the Final Approval Hearing on [DATE] and make an oral objection at that time, and the Court will hear from any class member who attends the Final Approval Hearing and asks to speak regarding his or her objection regardless of whether he/she has submitted a written objection.

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

### THE COURT'S FAIRNESS HEARING

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

The Court will hold a hearing to decide whether to grant final approval of the Settlement and to fix the amount of fees and costs to be awarded to Class Counsel, and the amount of the enhancement payment to be awarded to the Class Representative ("Final Approval Hearing"). You may attend, but you do not have to attend. The Court will hold the Final Approval Hearing at [ ] a.m./p.m. on [ ], 2021] in Department 7, of the Los Angeles Superior Court—Spring Street Courthouse, located at 312 N. Spring St. Los Angeles, CA 90012. The date, time, and location of the hearing may be changed without further notice to you. If you are interested in attending or participating in the Final Approval Hearing, you should confirm the date, time, and location by contacting Class Counsel.

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

## 13. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through “LA Court Connect” for a small fee. <https://www.lacourt.org/lacc/>

**14. How will I learn if the settlement was approved**

A notice of final judgment will be posted on the Settlement Administrator website located at [www. \[REDACTED\].com](http://www. [REDACTED].com)  
**IF YOU DO NOTHING**

**15. What happens if I do nothing at all?**

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to participate in any other lawsuit against Defendants or Released Parties about the Released Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days.

**GETTING MORE INFORMATION**

**16. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Amended Settlement Agreement. You can get a copy of the Amended Settlement Agreement by viewing the settlement located on the Settlement Administrator’s website at [REDACTED] or by contacting the Settlement Administrator or Class Counsel. Copies of the Amended Settlement Agreement, the Class Notice, motion for attorneys’ fees, costs, and enhancement award, and the final judgment can be obtained at no cost from Class Counsel. Please also contact Class Counsel with any questions you may have.

**WHAT IF MY INFORMATION CHANGES?**

**17. What if my contact information changes ?**

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

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