

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made by and between plaintiffs Hilda Carrillo, Stefany Lara, and Araceli Bautista (“Plaintiffs” or “Class Representatives”), individually, and on behalf of the class, and defendant Classic Salads, LLC (“Classic Salads”) (“Classic Salads” or “Defendant”) (collectively, the “Parties”), by and through their respective counsel of record. The Parties hereby agree to the following Settlement which, if approved by the Court, resolves the pending case *Carrillo, et al. v. Classic Salads, LLC* (Case No. 17CV002929) filed in the County of Monterey, California (the “Lawsuit”) as between them.

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” and/or “the Lawsuit” means the civil action, *Carrillo, et al. v. Classic Salads, LLC* (Case No. 17CV002929) pending in the Superior Court for the County of Monterey.
- B. “Class” is defined as all of Defendant’s past and present non-exempt female employees who worked at Classic Salads’ facility located at 100 Harrington Road, Royal Oaks (the “Watsonville plant”) from September 16, 2014 to the date of Preliminary Approval of the Settlement and who have not signed arbitration agreements requiring them to arbitrate any employment disputes with Classic Salads.
- C. “Class Counsel” means Stan Mallison and Hector Martinez of the Law Offices of Mallison & Martinez and Paul Strauss.
- D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for their attorneys’ fees and the amounts awarded by the Court to compensate them for their litigation expenses incurred in connection with the Lawsuit with respect to this Settlement, including their pre-filing investigation, their filing of the Lawsuit and all related litigation activities, this Settlement, and all post-Settlement compliance and approval procedures.
- E. “Class Data” means, for each Class Member, the Class Member’s name; and last-known mailing address and telephone number; the Class Member’s Social Security number; the Class Member’s employee identification number; and the Class Weeks. Class Data is confidential employee information to be provided only to the Settlement Administrator for the administration of this Agreement. The Settlement Administrator will take all necessary measures to adequately secure the information. Class Counsel shall be provided with the Class Member’s name, employee identification number and the Class Weeks while a Class Member. All other Class Data shall not be disclosed to Class Counsel, absent express approval from Defendants’ counsel.

- F. “Class Member” is a member of the Class.
- G. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as Exhibit “A”.
- H. “Class Period” means the period of time from September 16, 2014 to the date of Preliminary Approval of the Settlement.
- I. “Class Representatives” means Plaintiffs Hilda Carrillo, Stefany Lara, and Araceli Bautista.
- J. “Class Representative Payments” mean the special payments of up to \$10,000 made to Plaintiff Hilda Carrillo and up to \$5,000, each, to Plaintiffs/Class Representatives Stefany Lara, and Araceli Bautista to compensate them for initiating the Lawsuit, performing work in support of the Lawsuit, and undertaking the risk of liability for attorneys’ fees and expenses in the event they were unsuccessful in the prosecution of the Lawsuit. Defendant will not object to any request for such payment, provided that such payment is paid out of the Gross Settlement Amount.
- K. “Class Settlement” means the payment of the settlement embodied in this Agreement, which is subject to the Court’s preliminary and final approval.
- L. “Class Weeks” means, for each Class Member, the weeks during the Class Period that the Class Member was employed by Defendant in California as a non-exempt employee.
- M. “Court” means the Superior Court for the County of Monterey.
- N. “Defense Counsel” means Jonathan Fraser Light, Chandra A. Beaton, and Brier Miron Setlur, of LightGabler, and Charley M. Stoll of Charley M. Stoll A.P.C.
- O. “Effective Date” means the later of: the day after the last day on which any appeal from the Final Approval Order might be filed (and no appeal has been filed); or, in the event a timely appeal is taken from the Final Approval Order, then, the date of successful resolution of any such appeal(s), including expiration of any time to seek reconsideration or further review.
- P. “Election Not to Participate in Settlement” means the Election Not to Participate in Settlement form included in the Class Notice, substantially in the form attached as Exhibit “A”.
- Q. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Settlement Agreement.
- R. “Gross Settlement Amount” means the maximum amount of \$325,000.

- S. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member. The Individual Settlement Payment shall be calculated pursuant to this agreement.
- T. “Final Approval Order” and “Order of Final Approval” mean an order and judgment finally and unconditionally granting final approval of this Settlement Agreement, enters final judgment with respect to the Lawsuit as between the Parties, and authorizes payments to the Settlement Administrator, the Participating Class Members, and Class Counsel as provided in this Settlement Agreement.
- U. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to the Class Members, which is the Gross Settlement Amount less the Class Representative Payments, administrator costs, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.
- V. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- W. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- X. “Preliminary Approval of the Settlement” means the Court’s preliminary approval of the Settlement without material change.
- Y. “Released Claims” means any and all claims, rights, demands, liabilities obligations, penalties, costs, expenses, attorneys’ fees, rights, damages, suits, indemnities, actions and causes of action of every nature and description whatsoever in law, equity or otherwise, whether known or unknown, that each Participating Class Member had, now has, or may hereafter claim to have against the Released Parties based upon facts pled in the Complaint, including claims of the alleged sex discrimination in violation of FEHA and violation of Business and Professions Code § 17200, *et. seq.*, arising during the Class Period.
- Z. “Released Parties” means (i) Defendant Classic Salads; (ii) Classic Salads’ past, present, and future parents, subsidiaries, and affiliates including without limitation any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with Classic Salads; and (iii) the past and present shareholders, directors, officers, agents, employees, members, consultants, benefit plans, successor, attorneys, and assigns of any of the foregoing.
- AA. “Response Deadline” means the deadline by which the Class Member must submit the Election Not to Participate in Settlement, notice of objection, and/or dispute of the Class Weeks credited to them, which shall be the date that is sixty (60) days from the initial mailing of the Class Notice by the Settlement Administrator.
- BB. “Settlement” means the disposition of the Lawsuit and all related claims as between the Parties effectuated by this Agreement.

- CC. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to provide the Class Notice to the Class Members, distribute the Gross Settlement Amount and to perform other related functions to administer the Settlement as described herein.

II. RECITALS

- A. On August 10, 2017, Plaintiffs Carrillo and former Plaintiff Victoria Morales filed a complaint in this lawsuit in the California Superior Court for the County of Monterey (Case No. 17CV002929). On August 11, 2020, Ms. Morales was dismissed as a plaintiff in the lawsuit. The complaint was amended several times and Plaintiffs Lara and Bautista were added as lead plaintiffs to the lawsuit. On December 15, 2021, Plaintiffs Carrillo, Lara, and Bautista filed the Fourth Amended Complaint, which is the operative complaint in this action (“the Complaint”). The Complaint alleged two separate causes of action against Defendant Classic Salads for: 1) Sex Discrimination in violation of the California Fair Employment and Housing Act (“FEHA”) and 2) Unfair Competition in violation of Business and Professions Code Sections 17200 et seq.
- B. In connection with the Lawsuit, and in response to discovery requests, Defendant produced voluminous documents, including payroll and timekeeping records for Class Members during the Class Period.
- C. On April 6, 2021, the Court granted Plaintiffs’ Motion for Class Certification and certified the Class.
- D. On March 30, 2022, the Parties participated in mediation with Hon. Steven M. Vartabedian (ret.), a respected mediator of employment law class action matters. The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and total exposure in relation to the costs and risks associated with continued litigation.
- E. Class Counsel has conducted a thorough investigation into the facts of the Lawsuit. Based on the foregoing discovery, including the verification of Defendant’s own independent investigation and evaluation, Class Counsel and the Class Representatives are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential appellate issues.
- F. It is the mutual desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims raised in or related in any way to the Lawsuit as between them. In order to achieve a full and complete release of the released persons, the Class, including Plaintiff and each Class Member, acknowledge that this Settlement is intended to include and resolve all claims arising from or related to the Lawsuit as more fully set forth in section III of this Agreement.

- G. This Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement Agreement is intended or will be construed as an admission by Defendant or Plaintiff regarding the allegations in the complaints or answers.

Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, and in consideration for settlement of the Lawsuit and the release of claims of the Class, Classic Salads agrees to pay the sum of \$325,000 in settlement of all claims against Classic Salads. The Class Representative Payments, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Individual Settlement Payment, and the Settlement Administrator's reasonable fees and expenses in administering the Settlement shall be paid from the Gross Settlement Amount. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement, and none of it will revert to Defendant. The Gross Settlement Amount shall be paid into a Qualified Settlement Fund ("QSF") created by the Settlement Administrator. The Settlement Administrator shall handle such monies pursuant to the terms of the Settlement.
- B. **Injunctive Relief.** Defendant agrees to notify each employee, in writing, about any job openings. Defendant will have each employee sign an acknowledgment that they were informed of the opening and indicate on the acknowledgment whether they want to apply or decline to apply for the position. Defendant will also take efforts to encourage female employees and job applicants to apply for openings in the palletizer, wrapper, tote washer, machine operator, and forklift driver positions. Defendant will have no obligation to promote or hire women who do not apply for or are not qualified for the position. In hiring or promoting to these positions, Defendant will give a preference to equally-qualified women with a goal of reaching 50% representation of women in these positions. This goal will not operate as a quota; Defendant will not be required to hire or promote lesser qualified women to positions to reach that goal.
- C. **Schedule for Payment of the Gross Settlement Amount.** Classic Salads shall pay the Gross Settlement Amount into the QSF created by the Settlement Administrator within thirty (30) days of Preliminary Approval of the Settlement. The Settlement Administrator shall provide Classic Salads with the wire transfer or payment instructions within five (5) business days of Preliminary Approval of the Settlement.
- D. **Interest Clause.** Any payment of the Gross Settlement Amount made later than the deadline set forth in Section III.C of this Agreement will incur interest at the rate of 10% per annum. Any such interest accrued will be distributed to Participating Class Members or otherwise as the Court directs.

- E. **Maximum Amount Paid.** The Gross Settlement Amount is the maximum total amount that Defendant is obligated to pay for any and all purposes under this Agreement, except that Defendant will be required to pay any interest owed as a result of III.C, if triggered.
- F. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount within fourteen (14) calendar days for the Effective Date:
1. **To Class Representatives:** In addition to the amounts determined to be due to Plaintiffs from the Individual Settlement Payment as Participating Class Members under this Agreement, Plaintiff Hilda Carrillo will apply to the Court for an award of up to Ten Thousand United States Dollars (\$10,000) and Class Representatives/Plaintiffs Stefany Lara and Araceli Bautista will, each, apply to the Court for an award of up to Five Thousand United States Dollars (\$5,000) (“Class Representative Payments”), to be paid out of the Gross Settlement Amount. Defendants will not oppose these payments. . The Settlement Administrator will pay the payments approved by the Court out of the Gross Settlement Amount. If the Court approves a payment of less than \$10,000t to Hilda Carrillo and less than \$5,000 each to Stefany Lara or Araceli Bautista, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Payment and instead a Form 1099 will be issued to Plaintiffs by the Settlement Administrator reflecting the Class Representative Payments.
 2. **To Class Counsel:** Class Counsel will be paid \$150,000 to be split between Mallison & Martinez and Paul Strauss according to their lodestars as their Class Counsel Fees Payment, and will apply to the Court for an award of an additional reasonable amount (not to exceed \$30,000 and to be split between the firms as is awarded by the court) as their Class Counsel Litigation Expenses Payment. Defendant will not oppose these amounts. The Settlement Administrator will pay the amount approved by the Court out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Form(s) 1099 will be issued to Class Counsel with respect to those payments. If the Court approves a lesser amount of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. The ultimate amount of any award for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment is to be determined by the Court.

- a. The parties agree that, over and above the total amount of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, Plaintiff and Defendant shall each bear their own fees and costs incurred by them or arising out of this Lawsuit; the negotiation, execution, or implementation of this Settlement; and/or the process of obtaining, administering or challenging an order granting preliminary approval or final order and judgment. The Parties will not seek reimbursement of any such fees and/or costs from any party to this Settlement Agreement or the Released Parties.
3. **To the Settlement Administrator.** A Settlement Administrator, chosen by Class Counsel and approved by Defendant, shall be paid for its reasonable fees and expenses related to administering this Settlement, including, but not limited to, printing, distributing, and tracking forms for this Settlement, translating the Class Notice into Spanish, calculating estimated amounts per Class Member, tax reporting, distributing all payments from the Gross Settlement Amount, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, as requested by the Parties. The amount paid to the Settlement Administrator for its reasonable fees and expenses will be paid out of the Gross Settlement Amount. Every effort will be undertaken to minimize this cost and the Settlement Administrator will ensure proper notice and administration of the fund.
- G. **Individual Settlement Payment.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Payment from the Net Settlement Amount to each Class Member who does not submit a timely and valid Election Not to Participate in Settlement. (i.e., Participating Class Members).
1. **Calculation.** After deducting the Class Representative Payments, Class Counsel Fees Payment and Litigation Expenses Payment, and the Settlement Administrator's fees and expenses, each Participating Class Member shall be eligible to receive a share of the balance of the Net Settlement Amount (i.e. the Individual Settlement Payment). The Individual Settlement Payment for each Participating Class Member will be based on (a) the total number of Class Weeks that Participating Class Member was employed by Defendant, (b) divided by the aggregate number of Class Weeks for Participating Class Members employed by Defendant, (c) multiplied by the value of the Net Settlement Amount. As Defendant does not have reliable payroll data for the number of Class Weeks worked by many Class Members, it will be presumed that the Participating Class Member worked until the end of the season if no ending date was recorded.
 2. **Settlement Payment Allocation.** All Individual Settlement Payments will be allocated as general damages reported on an IRS form 1099 by the Settlement Administrator.

3. **Tax Obligations.** Each Party and Participating Class Member will be responsible for his, her, or its own tax obligations. The Parties agree and understand that Defendant has made any representations regarding the tax obligations or consequences, if any, related to this Settlement. The Parties agree that Defendant and each Participating Settlement Class Member is solely responsible for determining the tax consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by each of them or on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal.

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

5. **No Determination of Eligibility for Employee Benefits.** Defendant will not use the Individual Settlement Payments for determination of eligibility

for, or calculation of, any employee benefits (e.g. vacations, holiday pay, retirement plans, etc.) of the Participating Class Members, and Defendant will not modify the Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

6. **No Reversion.** Participating Class Members are entitled to 100% of the Net Settlement Amount. Defendant maintain no reversionary right to any portion of the Net Settlement Amount.

H. **Procedure for Approving Settlement.** The Parties stipulate and agree to the following schedule and procedures for obtaining the Court's approval of the settlement, notifying the Class Members, and processing all benefits provided under this Agreement:

1. **Motion for Preliminary Approval of Settlement by the Court.**

- a. Plaintiff will move the Court for (collectively, "Motion for Preliminary Approval):

- (i) Preliminary approval of the terms of this Settlement.
- (ii) Approval of the Class Notice, settlement procedure, and appointment of the Settlement Administrator.
- (iii) Scheduling of a Final Approval Hearing on the question of whether the terms of this Agreement should be finally approved as fair, reasonable, and adequate as to Plaintiff and the Class Members.

Class Counsel shall provide Defendant with a reasonable opportunity to review this motion and exhibits thereto before they are filed with the Court. Defendant will not oppose said motion, so long as the motion and supporting papers are consistent with the terms of this Settlement Agreement.

- b. In the event that the terms or conditions of this Settlement, other than the terms pertaining to the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and/or Class Representative Payment, are materially modified by any court, any party in its sole discretion to be exercised within fourteen (14) days after such a material modification may declare this Settlement null and void. For purposes of this subparagraph, material modifications include but are not limited to any modification to the Class Period, Released Parties, or Released Claims. Any Party may exercise their option to void this Agreement as provided above by giving notice,

in writing, to counsel for all other Parties and to the Court at any time prior to the Final Approval Order.

c. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear and support the granting of the motion, so long as the motion and supporting papers are consistent with the terms of this Settlement Agreement. Class Counsel will draft and submit with the Motion for Preliminary Approval, a Proposed Order Granting Preliminary Approval of Settlement, and Setting Hearing for Final Approval of Settlement, and will provide a reasonable opportunity for the Defendant to review the Motion for Preliminary Approval and a Proposed Order Granting Preliminary Approval of Settlement prior to filing.

2. **Delivery of the Class Data.** Using best efforts to provide it as soon as possible, and in no event later than twenty-one (21) calendar days after the Court enters its order granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database with the Class Data. Plaintiffs can also provide to the Settlement Administrator the current addresses of several Class Members.

3. **Notice to Class Members.**

a. Using best efforts to mail it as soon as possible, and in no event later than seven (7) calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice (in the form attached as **Exhibit A**) to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

b. The Settlement Administrator shall conduct a National Change of Address search to update any addresses provided; and thereafter mail a copy of the Class Notice in both English and Spanish to all Class Members by first class regular U.S. Mail, using the most current mailing address information provided by Defendant and/or obtained by the Settlement Administrator.

c. The Class Notice informs Class Members of their estimated Individual Settlement Payment and the number of Class Weeks they worked for Defendant. Class Members may dispute their data if they believe they worked more weeks in the Class Period than Defendant's records show by submitting a written letter to the Settlement Administrator by the Response Deadline, which is no later than sixty (60) days after the Class Notice is mailed by the Settlement Administrator. The Settlement Administrator will jointly

work with Plaintiffs and Defendant to resolve the dispute in good faith. If Plaintiff and Defendant cannot agree over the Class Weeks to be credited, the Settlement Administrator shall make the final decision based on the information presented by the Class Member and Defendant.

- d. If a Class Notice is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than ten (10) calendar days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defense Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties. Class Counsel will be entitled to receive from the Settlement Administrator any updated address information about a Class Member as the Settlement Administrator obtains such information.
- e. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defense Counsel of any requests to be excluded from the Settlement (i.e. Election Not to Participate in Settlement) it receives.
- f. Within thirty (30) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement as of the date of the declaration

4. **Objections to Settlement; Elections Not to Participate in Settlement.** Class Members may submit objections to the Settlement or exclude themselves from participating in the Settlement (i.e. opt out) pursuant to the following procedures:

- a. **Objections to Settlement.** Class Members who wish object to the Settlement must file with the Court and serve on counsel for the

Parties by the Response Deadline a written objection to the Settlement setting forth the grounds for the comment or objection. The statement will also indicate whether the Class Member intends to appear and comment or object at the Final Approval Hearing; failure to so indicate will constitute a waiver of the right to appear at the hearing. A Class Member who does not file and serve a written comment or objection in the manner and by the deadline specified above will be deemed to have waived any comments or objections and will be foreclosed from making any comments or objections (whether by appeal or otherwise) to the Settlement. A Class Member may object to or elect not to participate in the Settlement but may not do both. Any Class Member who submits a timely and proper Election Not to Participate in Settlement may not file an objection to the Settlement.

- b. **Election Not to Participate in Settlement.** Class Members who wish to exclude themselves from or opt out of the Settlement must mail to the Settlement Administrator by the Response Deadline the Election Not to Participate in Settlement request provided within the Class Notice. Any Class Member who submits an Election Not to Participate in Settlement request that is post-marked by the Response Deadline will not participate in or be bound by the Settlement and the Final Approval Order. Defendant will remain free to contest any claim brought by the Non-Participating Class Member and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely letter excluding him or herself in the manner and by the deadline specified above will automatically become a Participating Class Member and shall be bound by all terms and conditions of the Settlement and the Final Approval Order, including its release of claims.
- c. **Report.** Not later than fifteen (15) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate list of all Participating Class Members and Non-Participating Class Members.
- d. **Termination or Revocation of Settlement.** If ten percent (10%) or more of the Class Members submit timely and valid Election Not to Participate in Settlement, Defendant may elect to rescind the Settlement Agreement by way of writing that is provided to Class Counsel within twenty-one (21) calendar days after the Settlement Administrator notifies the Parties of the total number of timely and valid Election Not to Participate in Settlement received by the Response Deadline. If the Settlement is terminated due to Defendant's exercise of this option, Defendant will be responsible

for paying all Settlement Administration Costs incurred by the Settlement Administrator.

Defendant's election to rescind the Settlement Agreement shall have the following effects: the Settlement Agreement shall be void and shall have no force or effect and no Party shall be bound by any of its terms; Defendant shall have no obligation to make any payments to any Party, Class Counsel, Plaintiffs/Class Representatives, or Class Members; and the Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement; the Preliminary Approval of the Settlement shall be vacated; and neither this Settlement Agreement, nor any ancillary documents, actions, statements or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

- e. **Final Approval.** Plaintiff will move for final approval of the Settlement and Plaintiff will move for an award of Class Representative Payments, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and other issues (including dismissal of the Action with prejudice pursuant to the Settlement) consistent with this Agreement.
- I. **No Solicitation of Comment, Objection, Election Not to Participate.** Neither Defendant, Plaintiffs, nor either's counsel, will solicit or otherwise encourage directly or indirectly any Class Member to comment on or object to the Settlement, exclude him or herself from the Settlement, or appeal from the Final Approval Order. Defendant agrees to make a good faith effort to ensure that Class Members feel free to become Participating Class Members without risk of potential retaliation.
- J. **Disbursement of the Gross Settlement Amount.** Within fourteen (14) calendar days for the Effective Date, the Settlement Administrator will issue payments due under the settlement and approved by the Court, as follows: (a) Individual Settlement Payments to the Participating Class Members; (b) Class Representative Payments; (c) Class Counsel Fees Payments and Class Counsel Litigation Expenses Payment; and (d) Settlement Administrator's costs and fees. Prior to the disbursement of any funds, however, the Settlement Administrator shall provide a disbursement summary of the calculations for the Individual Settlement Payments, Class Representative Payments, Class Counsel Fees Payments and Class Counsel Litigation Expenses Payment, and Settlement Administrator's costs and fees for review and approval by Class Counsel and Defense Counsel.

- K. **Uncashed Settlement Share Checks.** A Participating Class Member (including Plaintiffs) must cash their Individual Settlement Payment check within one hundred and eighty (180) days from the date the check is issued, and thereafter, shall be cancelled. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at their correct address within seven (7) calendar days for receiving the returned check. Pursuant to California Code of Civil Procedure Section 384, all funds associated with uncashed or cancelled checks will be transmitted to **California Rural Legal Assistance**, the Parties' proposed *cy pres* recipient. The Parties each represent that they do not have any significant affiliation or involvement with the proposed *cy pres* recipient. The Settlement Administrator may, as necessary, undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment checks.
- L. **Final Report by Settlement Administrator to Court.** Within ten (10) business days after final disbursement of all funds from the Gross Settlement Funds, the Settlement Administrator will serve on the Parties and file with the Court a declaration providing a final report on the disbursements of all funds.
- M. **Final Approval Hearing and Final Order and Judgment Approving the Class Settlement.** The Parties request that a Final Approval Hearing be scheduled before the Court as soon as the matter can be heard. At the Final Approval Hearing, the Parties shall jointly move the Court for entry of a Final Approval Order finally approving the proposed Class settlement as being fair, reasonable and adequate to the class members, fully and finally releasing and discharging the Released Parties as to all Participating Class Members, forever barring and enjoining the assertion of the Released Claims as to all such Participating Class Members, and entering final judgment in the Action. Class Counsel and Defense Counsel shall submit to the Court such pleadings and or evidence as may be required for the Court's determination. Pursuant to California Rules of Court, Rule 3.769(h), the Final Approval Order shall also provide for the retention of the Court's jurisdiction over the parties to interpret and enforce the terms of the judgment entered per the Final Approval Order.
- N. **Release of Claims by Participating Class Members.** In consideration of their Individual Settlement Payment and other terms and conditions of this Agreement, each Participating Class Member (and their respective heirs, beneficiaries, trustees, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in interest and assigns) shall, upon the Effective Date, be deemed to have released any and all claims, rights, demands, liabilities obligations, penalties, costs, expenses, attorneys' fees, rights, damages, suits, indemnities, actions and causes of action of every nature and description whatsoever in law, equity or otherwise, whether known or unknown, that each Participating Class Member had, now has, or may hereafter claim to have against the Released Parties based upon facts pled in the Complaint, including claims of the alleged sex discrimination in

violation of FEHA and violation of Business and Professions Code § 17200, *et. seq.* arising during the Class Period. Collectively, these are the “Released Claims”.

- O. **Release Binding on Participating Class Members.** The Parties intend that this Settlement Agreement, including the Release of Claims, shall be binding on all Participating Class Members, whether or not they actually receive or cash the Individual Settlement Payment pursuant to this Settlement Agreement. This Settlement Agreement shall constitute, and may be pleaded as, a complete and total defense to any Released Claims if raised in the future.
- P. **General Release of Claims by Plaintiffs.** In addition, upon the Effective Date, Plaintiffs/Class Representatives will be deemed to have fully released and discharged the Released Parties of and from all claims arising from their employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, inter alia, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the Effective Date. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiffs’ intention to settle fully and release all claims they now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers’ compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

- Q. **Miscellaneous Terms.**

1. **No Admission of Liability.** Defendant denies each and all of the claims alleged by Plaintiffs and Class Members in the Lawsuit. In addition, each Defendant contends that it has complied with its obligations under Federal law and California state law. Neither this settlement, nor any document referred to or contemplated therein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as an admission, concession, or indication by or against Defendant of any fault, wrongdoing or liability whatsoever. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Lawsuit will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, covenants, and inducements expressly stated in this Agreement. All prior or contemporaneous agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a Party or a Party's counsel, are merged herein.
3. **Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement.
4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
6. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
7. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate settlement of the Lawsuit and have arrived at this Settlement and this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential and will so represent to the court. In

addition, the mediator may execute a declaration supporting the Settlement and the reasonableness of this Settlement, and the Court may, in its discretion, contact the mediator to discuss the Settlement and whether or not the Settlement is fair and reasonable.

8. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
9. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

Stan S. Mallison, Esq.
Hector R. Martinez, Esq.
Heather Hamilton, Esq.
MALLISON & MARTINEZ
1939 Harrison Street, Suite 730
Oakland, California 94612
Telephone: (510) 832-9999
Facsimile: (510) 832-1101

Paul Strauss, Esq.
5525 S. Woodlawn Ave.
Chicago, IL 60637
Telephone: (773) 551-5350

To Defendants:

Jonathan Fraser Light, Esq.
Chandra A. Beaton, Esq.
Brier Miron Setlur, Esq.
LIGHTGABLER
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
Telephone: (805) 248-7208

Charley M. Stoll, Esq.
CHARLEY M. STOLL APC
340 Rosewood Avenue, Suite K
Camarillo, CA 93010
Telephone: (805) 389-5296

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly-authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Hilda Carrillo
Plaintiff

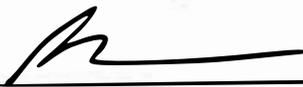
Date

Stefany Lara
Plaintiff and Class Representative

Date

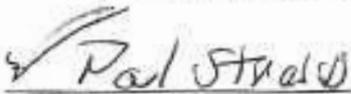
Araceli Bautista
Plaintiff and Class Representative

Date



MALLISON & MARTINEZ
Stan S. Mallison, Esq.
Hector R. Martinez, Esq.
Heather Hamilton, Esq.
Attorney for Plaintiff and Class Representative

9/12/22
Date



Paul Strauss, Esq.
Attorney for Plaintiff and Class Representative

9/11/2022
Date

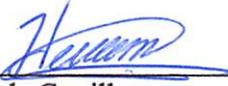
Lance Batistich
President/Owner of Defendant Classic Salads, LLC

Date

LIGHTGABLER
Jonathan Fraser Light
Chandra Beaton
Brier Miron Setlur
Attorney for Classic Salads, LLC

Date

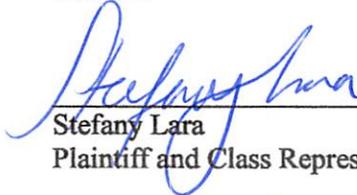
IN WITNESS WHEREOF, the undersigned Settling Parties and their duly-authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.



Hilda Carrillo
Plaintiff

09/10/2022

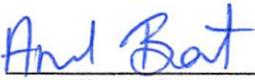
Date



Stefany Lara
Plaintiff and Class Representative

9/10/2022

Date



Araceli Bautista
Plaintiff and Class Representative

09-10-2022

Date

MALLISON & MARTINEZ
Stan S. Mallison, Esq.
Hector R. Martinez, Esq.
Heather Hamilton, Esq.
Attorney for Plaintiff and Class Representative

Date

Paul Strauss, Esq.
Attorney for Plaintiff and Class Representative

Date

Lance Batistich
President/Owner of Defendant Classic Salads, LLC

Date

LIGHTGABLER
Jonathan Fraser Light
Chandra Beaton
Brier Miron Setlur
Attorney for Classic Salads, LLC

Date

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly-authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Hilda Carrillo
Plaintiff

Date

Stefany Lara
Plaintiff and Class Representative

Date

Araceli Bautista
Plaintiff and Class Representative

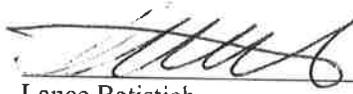
Date

MALLISON & MARTINEZ
Stan S. Mallison, Esq.
Hector R. Martinez, Esq.
Heather Hamilton, Esq.
Attorney for Plaintiff and Class Representative

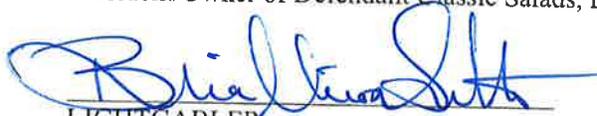
Date

Paul Strauss, Esq.
Attorney for Plaintiff and Class Representative

Date


Lance Batistich
President/Owner of Defendant Classic Salads, LLC

9-12-22
Date


LIGHTGABLER
Jonathan Fraser Light
Chandra Beaton
Brier Miron Setlur
Attorney for Classic Salads, LLC

9/19/2022
Date



CHARLEY M. STOLL APC
Charley M. Stoll
Attorney for Classic Salads, LLC

9-19-22
