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12 Attorneys for Plaintiff, RUBEN RAMIREZ, on behalf of himself and all others
13 similarly situated and aggrieved,

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

16 RUBEN RAMIREZ, an individual and on
17 behalf of all others similarly situated and
18 aggrieved,

19 Plaintiff,

20 v.

21 SEA WIN, INC., a California corporation;
22 BEST INTERNATIONAL TRADING, INC., a
23 California corporation; ALL GOOD FOODS,
24 INC., a California corporation; and DOES 1
25 through 100, inclusive,

26 Defendants.

CASE NO.: 21STCV22026

[Assigned to the Hon. Lawrence P. Riff in
Dept. 7]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: June 11, 2021
Trial Date: None Set

27 This Joint Stipulation re: Class Action and Representative Action Settlement
28 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff
Ruben Ramirez (“Plaintiff”), individually and on behalf of the Settlement Class, as defined
below, on the one hand; and defendant SeaWin, Inc. (“SeaWin” or “Defendant”), on the other
hand; in the lawsuit entitled *Ramirez v. SeaWin, Inc., et al.*, filed in Los Angeles County Superior
Court, Case No. 21STCV22026 (the “Action”). Plaintiff and Defendant shall be, at times,
collectively referred to as the “Parties” and individually as a “Party”. This Agreement is intended
by the Parties to fully, finally, and forever resolve, discharge and settle the claims as set forth
herein, based upon and subject to the terms and conditions of this Agreement.

1 **1. DEFINITIONS**

2 **A.** “**Action**” means *Ramirez v. SeaWin, Inc., et al.*, filed in Los Angeles County
3 Superior Court, Case No. 21STCV22026.

4 **B.** “**Aggrieved Employees**” means Class Members working for Defendant as non-
5 exempt, hourly-paid employees in California during the PAGA Period.

6 **C.** “**Class Counsel**” means: David D. Bibiyan and Diego Aviles of Bibiyan Law
7 Group, P.C. as well as Jasmin K. Gill of J. Gill Law Group, P.C. The term “Class Counsel” shall
8 be used synonymously with the term “Plaintiff’s Counsel.”

9 **D.** “**Class Period**” means the period from June 11, 2017 through October 29, 2022.

10 **E.** “**Court**” means the Superior Court of the State of California for the County of
11 Los Angeles.

12 **F.** “**Class Notice**” means and refers to the notice sent to Class Members after
13 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
14 Agreement, a copy of which is attached to this Agreement as **Exhibit A**.

15 **G.** “**Defendant**” shall refer to defendant SeaWin, Inc.

16 **H.** “**Employer Taxes**” means employer-funded taxes and contributions imposed on
17 the wage portions of the Individual Settlement Payments under the Federal Insurance
18 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
19 and contributions required of employers, such as for unemployment insurance.

20 **I.** “**Final Approval Date**” means the later of: (1) the date the Court signs an Order
21 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
22 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals
23 have been filed, the date on which they have been resolved or exhausted.

24 **J.** “**General Release**” means the general release of claims by Plaintiff, which is in
25 addition to his limited release of claims as a Participating Class Member and Aggrieved
26 Employee, neither of which include and both of which expressly exclude any release for any and
27 all claims that may be brought, have been brought, or could have been brought by Plaintiff for
28 wrongful termination, discrimination, retaliation, harassment, failure to prevent harassment or

1 discrimination or under the Fair Employment and Housing Act, California Family Rights Act
2 and/or any other applicable state or federal laws.

3 **K. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Four
4 Hundred Seventy-Five Thousand Dollars and Zero Cents (\$475,000.00),¹ which shall be paid by
5 Defendant, and from which all payments for the Individual Settlement Payments to Participating
6 Class Members, Individual PAGA Payments to Aggrieved Employees and the Court-approved
7 amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel,
8 Settlement Administration Costs, a Service Award to Plaintiff, and the LWDA Payment for
9 resolution of Plaintiff’s cause of action for civil penalties under the Labor Code Private
10 Attorneys’ General Act, codified at Labor Code Section 2698, *et seq.* (“PAGA”), interest and
11 certain taxes shall be paid. It expressly excludes Employer Taxes, which shall be paid by
12 Defendant separate and apart from the Gross Settlement Amount.

13 **L. “Individual PAGA Payment”** means a payment to an Aggrieved Employee of
14 his or her share of the PAGA Payment.

15 **M. “Individual Settlement Payment”** means a payment to a Participating Class
16 Member of his or her net share of the Net Settlement Amount, excluding any PAGA Payment to
17 which he or she may be entitled if he or she is also an Aggrieved Employee.

18 **N. “Individual Settlement Share”** means the gross amount of the Net Settlement
19 Amount that a Participating Class Member is projected to receive based on the number of
20 Workweeks that he or she worked as a Settlement Class Member during the Class Period if he or
21 she does not submit a timely and valid Request for Exclusion, excluding any PAGA Payment to
22 which he or she may be entitled if he or she is also an Aggrieved Employee.

23 **O. “LWDA Payment”** means the payment to the LWDA for its seventy-five percent
24 (75%) share of the total amount allocated toward penalties under the PAGA, which is to be paid
25 from the Gross Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and
26 Zero Cents (\$20,000.00) shall be allocated toward PAGA penalties (“PAGA Payment”), of which
27 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the
28

¹ As the same may be increased only in accordance with Paragraph 17.

1 LWDA Payment) and Five Thousand Dollars and Zero Cents (\$5,000.00) will remain a part of
2 the Net Settlement Amount for payment to Aggrieved Employees on a *pro rata* basis, based on
3 the Workweeks worked for Defendant as a non-exempt, hourly-paid employee in California in
4 the PAGA Period.

5 **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
6 that is available for distribution to Participating Class Members after deductions for the Court-
7 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
8 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, and the
9 LWDA Payment. It excludes the PAGA Payment (which is subsumed within the LWDA
10 Payment).

11 **Q. “Operative Complaint or “Complaint”** means the First Amended Complaint
12 that was filed with the Court in *Ramirez v. SeaWin, Inc., et al.*, filed in Los Angeles County
13 Superior Court, Case No. 21STCV22026.

14 **R. “PAGA Payment”** is the \$5,000.00 payment payable to Aggrieved Employees
15 in addition to their Individual Settlement Share if they do not opt out of the Settlement.

16 **S. “PAGA Period”** means the period from May 3, 2020 through the end of the Class
17 Period.

18 **T. “Participating Class Members”** means all Settlement Class Members who do
19 not submit a timely and valid Request for Exclusion.

20 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
21 Settlement Amount that a Participating Class Member is eligible to receive based on the number
22 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
23 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
24 may be entitled if he or she is also an Aggrieved Employee.

25 **V. “Parties”** shall refer to Plaintiff and Defendant collectively.

26 **W. “Plaintiff”** shall refer to Plaintiff Ruben Ramirez.

27 **X. “Preliminary Approval Date”** means the date on which the Court enters an
28 Order granting preliminary approval of the Settlement.

1 **Y. “Released Parties”** shall mean Defendant SeaWin, Inc. as well as each of
2 SeaWin, Inc.’s present and former respective affiliates, parents, subsidiaries, predecessors,
3 successors, divisions, joint ventures and assigns, and each of these entities’ past or present
4 directors, officers, employees, partners, members, principals, agents, insurers, shareholders,
5 attorneys, and personal or legal representatives. “Released Parties” expressly excludes Best
6 International Trading, Inc. and All Good Foods, Inc.

7 **Z. “Response Deadline”** means the deadline for Settlement Class Members to mail
8 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
9 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
10 and Spanish by the Settlement Administrator, unless a Class Members’ notice is re-mailed. In
11 such an instance, the Response Deadline shall be fourteen (14) calendar days beyond the forty-
12 five (45) calendar days otherwise provided in the Class Notice, in which to postmark a Request
13 for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the exclusive
14 means for determining whether a Request for Exclusion, Objection, or Workweek Dispute was
15 submitted by the Response Deadline (the Settlement Administrator shall inform the Class
16 Member of the extended deadline with the re-mailed Class Notice).

17 **AA. “Request for Exclusion”** means a written request to be excluded from the
18 Settlement Class pursuant to Section 9.C below.

19 **BB. “Service Award”** means monetary amount to be paid to Plaintiff of up to Seven
20 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) which, subject to Court approval,
21 will be paid out of the Gross Settlement Amount.

22 **CC. “Settlement Administration Costs”** means all costs incurred by the Settlement
23 Administrator in administration of the Settlement, including, but not limited to, translating the
24 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
25 and Spanish, calculating Individual Settlement Shares and Individual Settlement Payments and
26 associated taxes and withholdings, providing declarations, generating Individual Settlement
27 Payment checks and related tax reporting forms, doing administrative work related to unclaimed
28 checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys’

1 fees and reimbursement of litigation costs and expenses, to Plaintiff for his Service Award, and
2 to the LWDA from the LWDA Payment, providing weekly reports of opt-outs, objections and
3 related information, and any other actions of the Settlement Administrator as set forth in this
4 Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs
5 are estimated not to exceed \$7,950. If the actual amount of the Settlement Administration Costs
6 is less than \$7,950, the difference between \$7,950 and the actual Settlement Administration Costs
7 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
8 \$7,950, then such excess will be paid solely from the Gross Settlement Amount and Defendant
9 will not be responsible for paying any additional funds in order to pay these additional costs.

10 **DD. “Settlement Administrator”** means the Third-Party Administrator chosen to be
11 responsible for the administration of the Settlement including, without limitation, translating the
12 Class Notice in Spanish, the distribution of the Individual Settlement Payments to be made by
13 Defendant from the Gross Settlement Amount and related matters under this Agreement.

14 **EE. “Settlement Class”, “Settlement Class Members” or “Class Members”** means
15 all current and former non-exempt, hourly-paid employees who worked in California for
16 Defendant at any time during the Class Period.

17 **FF. “Workweek”** means the number of weeks that a Settlement Class Member was
18 employed by Defendant in a non-exempt, hourly-paid position during the Class Period in
19 California, based on hire dates, re-hire dates (as applicable) and termination dates (as applicable).

20 **2. BACKGROUND**

21 **A.** On May 3, 2021, Plaintiff filed with the Labor and Workforce Development
22 Agency (“LWDA”) and served on Defendant a notice under Labor Code section 2699.3 (the
23 “PAGA Notice”) stating Plaintiff intended to serve as a proxy of the LWDA to recover civil
24 penalties for Aggrieved Employees. The PAGA Notice includes violations of law pled in the
25 Class Action, in addition to a request for penalties for failure to comply with Labor Code sections
26 204, 227.3, 246, 404, 432, 1174, 1198.5, and 2810.5.

27 **B.** On June 11, 2021, Plaintiff filed a putative wage-and-hour Class Action
28 Complaint in the Superior Court of California for the County of Los Angeles, Case Number

1 21STCV22026 (the “Action”). Plaintiff alleged that during the Class Period, with respect to
2 Plaintiff and the Settlement Class Members, Defendant, *inter alia*, failed to pay overtime and
3 minimum wages; failed to provide complaint meal and rest periods or compensation in lieu
4 thereof; waiting time penalties; wage statement violations; violated Labor Code section 2802;
5 failed to timely pay wages; and engaged in unfair competition based on the alleged Labor Code
6 violations, which was amended to include Plaintiff’s representative allegations and claims for
7 civil penalties under PAGA on August 16, 2021.

8 **C.** Shortly after the filing of this Action, the Parties agreed to exchange informal
9 discovery and attend an early mediation. Prior to mediation, Class Counsel was provided with,
10 among other things: (1) the number of current and former hourly-paid, non-exempt employees
11 of Defendant SeaWin working in California during the Class Period; (2) the number of current
12 and former hourly-paid, non-exempt employees of Defendant SeaWin working in California
13 during the PAGA Period; (3) hire dates and separation dates (as applicable) for the one-hundred
14 fifty-nine (159) Class Members working for Defendant during the Class Period along with
15 information regarding what department they worked in; (4) a sampling of time and payroll
16 records for Class Members; (5) all relevant wage and hour policies in effect during the Class
17 Period; (6) class contact information for Class Members after administration of a *Belaire-West*
18 opt-out notice; and (7) Plaintiff’s personnel file.

19 **D.** On August 30, 2022, the Parties participated in a mediation before Lynn Frank,
20 Esq., a well-regarded mediator experienced in mediating complex civil disputes. With the aid of
21 the mediator’s evaluation, the Parties reached the Settlement to resolve the Action shortly after
22 mediation.

23 **E.** Class Counsel has conducted significant investigation of the law and facts relating
24 to the claims asserted in the Action and the PAGA Notice, and have concluded that that the
25 Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement
26 Class, taking into account the sharply contested issues involved, the expense and time necessary
27 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
28 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information

1 learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits
2 to be received by the Settlement Class Members.

3 **F.** Defendant has concluded that, because of the substantial expense of defending
4 against the Action, the length of time necessary to resolve the issues presented herein, and the
5 inconvenience involved, and the concomitant disruption to its business operations, it is in
6 Defendant's best interest to accept the terms of this Agreement. Defendant denies each of the
7 allegations and claims asserted against it in the Action. However, Defendant nevertheless desires
8 to settle the Action for the purpose of avoiding the burden, expense and uncertainty of continuing
9 litigation and for the purpose of putting to rest the controversies engendered by the Action.

10 **G.** This Agreement is intended to and does effectuate the full, final, and complete
11 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
12 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
13 and Aggrieved Employees.

14 **3. JURISDICTION**

15 The Court has jurisdiction over the Parties and the subject matter of the Action. The
16 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
17 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
18 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
19 pursuant to California Rule of Court, rule 3.769, subdivision (h).

20 **4. STIPULATION OF CLASS CERTIFICATION**

21 The Parties stipulate to the certification of the Settlement Class under this Agreement for
22 purposes of settlement only.

23 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

24 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion
25 for Preliminary Approval") that complies with the Court's current checklist for Preliminary
26 Approvals.

27 5.1 Defendant's Declaration in Support of Preliminary Approval. Within fourteen
28 (14) calendar days of the full execution of this Agreement, Defendant shall prepare and deliver

1 to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts
2 relevant to any action or potential conflicts of interest with the Administrator and the Cy Pres
3 Recipient. In their Declarations, Defendant and Defense Counsel shall aver that they are not
4 aware of any other pending matter or action asserting claims that will be extinguished or
5 adversely affected by the Settlement.

6 5.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
7 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
8 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
9 of the Settlement under Dunk/Kullar; (ii) a draft proposed Order Granting Preliminary Approval;
10 (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its
11 "not to exceed" bid for administering the Settlement and attesting to its willingness to serve;
12 competency; operative procedures for protecting the security of Class Data; amounts of insurance
13 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any
14 actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the
15 nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel;
16 (v) a signed declaration from Plaintiff confirming willingness and competency to serve and
17 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members,
18 the Administrator and/or the proposed Cy Pres; (v) a signed declaration from each Class Counsel
19 firm attesting to its competency to represent the Class Members; and all facts relevant to any
20 actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres
21 Recipient; (vi) a redlined version of the parties' Agreement showing all modifications made to
22 the Model Agreement ready for filing with the Court; In their Declarations, Plaintiff and Class
23 Counsel shall aver that they are not aware of any other pending matter or action asserting claims
24 that will be extinguished or adversely affected by the Settlement.

25 5.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
26 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the
27 full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
28 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary

1 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to
2 the Settlement Administrator.

3 5.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
4 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
5 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
6 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
7 Preliminary Approval or conditions Preliminary Approval on any material change to this
8 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
9 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
10 otherwise satisfy the Court's concerns.

11 **6. STATEMENT OF NO ADMISSION**

12 Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff,
13 the Settlement Class and Aggrieved Employees with respect to any claims or allegations asserted
14 in the Action. This Agreement shall not be deemed an admission by Defendant of any claims or
15 allegations asserted in the Action. Except as set forth elsewhere herein, in the event that this
16 Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails
17 to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way
18 any claims, rights or remedies, or defenses in the Action, and Defendant will not be deemed to
19 have waived, limited, or affected in any way any of its objections or defenses in the Action. The
20 Parties shall be restored to their respective positions in the Action prior to the entry of this
21 Settlement, including that Plaintiff shall have the express right to re-name Best International
22 Trading, Inc. and All Good Foods, Inc. as named defendants with all claims and allegations
23 relating back the original filing of this Action.

24 **7. RELEASE OF CLAIMS**

25 **A. Release by All Participating Class Members.**

26 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
27 of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross
28 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and

1 all Participating Class Members release the Released Parties of all claims against the Released
2 Parties asserted in the Operative Complaint, or any and all claims that may be asserted against
3 the Released Parties based on the factual allegations in the Operative Complaint, as follows: For
4 Participating Class Members, the release includes, but is not limited to, for the duration of the
5 Class Period: (a) all claims for failure to pay minimum wages; (b) all claims for failure to pay
6 overtime wages; (c) all claims for failure to provide compliant meal and rest periods or
7 compensation in lieu thereof; (d) failure to timely pay all wages due upon termination or
8 resignation; (e) all claims for non-compliant wage statements; (f) failure to reimburse business
9 expenses; and (g) all claims asserted through California Business & Professions Code § 17200
10 *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint (the “Class
11 Released Claims”). Participating Class Members do not release any other claims, including
12 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
13 Act, unemployment insurance, disability, social security, workers’ compensation, or claims
14 based on facts occurring outside the Class Period. Participating Class Members also do not
15 release any claims against Best International Trading, Inc. and/or All Good Foods, Inc.

16 **B. Release by All Aggrieved Employees**

17 For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all
18 claims asserted in the PAGA Notice submitted to the LWDA and alleged in the Operative
19 Complaint, for PAGA civil penalties, including all claims for civil penalties under PAGA arising
20 out of Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 based on the factual
21 allegations and Labor Code sections alleged to have been violated in the PAGA Notice and
22 Operative Complaint, which includes, without limitation, Labor Code sections 201-203, 210,
23 226, 226.7, 227.3, 246, 404, 432, 510, 512, 1174, 1194, 1194.2, 1197, 1198.5, 2802, and 2810.5,
24 unlawful restraint on trade, unlawful restraint of legal activities under Labor Code section
25 98.6(k), failure to pay wages pursuant to Labor Code section 204, and retaliation in violation of
26 Labor Code section 1102.5 (the “PAGA Released Claims”). The Class Released Claims and
27 PAGA Released Claims shall be referred to herein as the “Released Claims”.

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1 **C. General Release.**

2 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
3 of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross
4 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in addition to
5 the Released Claims, Plaintiff makes the additional following General Release: Plaintiff releases
6 the Released Parties from all claims, demands, rights, liabilities and causes of action of every
7 nature and description whatsoever, known or unknown, asserted or that might have been asserted,
8 whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation
9 arising out of, relating to, or in connection with any act or omission of the Released Parties
10 through the date of full execution of this Agreement in connection with his employment or the
11 termination thereof. Plaintiff's release does not extend to any claim or actions to enforce this
12 Agreement, or to any claims for vested benefits, wrongful termination, violation of the Fair
13 Employment and Housing Act, unemployment insurance, disability, social security, workers'
14 compensation, or claims based on facts occurring outside the Class Period. Plaintiff
15 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
16 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
17 Release shall be and remain effective in all respects, notwithstanding such different or additional
18 facts or Plaintiff's discovery of them. With respect to the General Release, Plaintiff stipulates
19 and agrees that, through the Final Approval Date, Plaintiff shall be deemed to have, and by
20 operation of the Final Judgment and payment to the Settlement Administrator shall have,
21 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights
22 and benefits of Section 1542 of the California Civil Code, or any other similar provision under
23 federal or state law, which provides:

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

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1 **8. SETTLEMENT ADMINISTRATOR**

2 Plaintiff and Defendant, through their respective counsel, have selected Phoenix
3 Settlement Administrators to administer the Settlement, which includes but is not limited to
4 translating the Class Notice to Spanish, distributing and responding to inquiries about the Class
5 Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and
6 expenses of the Settlement Administrator, currently estimated to be \$7,950 will be paid from the
7 Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less
8 than \$7,950, the difference between \$7,950 and the actual Settlement Administration Costs shall
9 be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$7,950,
10 then such excess will be paid solely from the Gross Settlement Amount and Defendant will not
11 be responsible for paying any additional funds in order to pay these additional costs.

12 **9. NOTICE, WEEKLY PAY PERIOD DISPUTE, OBJECTION, AND EXCLUSION**
13 **PROCESS**

14 **A. Notice to the Settlement Class Members.**

15 (1) Within fifteen (15) calendar days after the Preliminary Approval Date,
16 Defendant’s Counsel shall provide the Settlement Administrator, in Microsoft Excel format, with
17 information with respect to each Settlement Class Member, including his or her: (1) name, last
18 known address(es) and last known telephone number(s) currently in Defendant’s possession,
19 custody, or control; (2) Social Security Number in Defendant’s possession, custody, or control;
20 and (3) the hire dates, re-hire dates (if applicable) and termination dates (if applicable) for each
21 Settlement Class Member (“Class List”). The Settlement Administrator shall perform an address
22 search using the United States Postal Service National Change of Address (“NCOA”) database
23 and update the addresses contained on the Class List with the newly found addresses, if any.
24 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar
25 days of receiving the Class List from Defendant, the Settlement Administrator shall mail the
26 Class Notice in English and Spanish to the Settlement Class Members via first-class regular U.S.
27 Mail using the most current mailing address information available. The Settlement Administrator
28 shall maintain a list with names and all addresses to which notice was given, and digital copies

1 of all the Settlement Administrator’s records evidencing the giving of notice to any Settlement
2 Class Member, for at least four (4) years from the Final Approval Date. Such information shall
3 be available to Class Counsel and Defendant’s Counsel upon request.

4 (2) The Class Notice will set forth:

- 5 (a) the Settlement Class Member’s estimated Individual Settlement
6 Payment and Individual PAGA Payment, and the basis for each;
- 7 (b) the information required by California Rule of Court, rule 3.766,
8 subdivision (d);
- 9 (c) the material terms of the Settlement;
- 10 (d) the proposed Settlement Administration Costs;
- 11 (e) the definition of the Settlement Class;
- 12 (f) a statement that the Court has preliminarily approved the
13 Settlement;
- 14 (g) how the Settlement Class Member can obtain additional
15 information, including contact information for Class Counsel;
- 16 (h) information regarding opt-out and objection procedures;
- 17 (i) the date and location of the Final Approval Hearing; and
- 18 (j) that the Settlement Class Member must notify the Settlement
19 Administrator no later than the Response Deadline if the
20 Settlement Class Member disputes the accuracy of the number of
21 Weekly Pay Periods as set forth on his or her Class Notice
22 (“Workweek Dispute”). If a Settlement Class Member fails to
23 timely dispute the number of Workweeks attributed to him or her
24 in conformity with the instructions in the Class Notice, then he or
25 she shall be deemed to have waived any objection to its accuracy
26 and any claim to any additional settlement payment based on
27 different data.
28

1 (3) If a Class Notice from the initial notice mailing is returned as
2 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
3 Settlement Class Member to whom the returned Class Notice had been mailed, within three (3)
4 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
5 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
6 is successful in obtaining a new address, it will promptly re-mail the Class Notice to the
7 Settlement Class Member within three (3) business days. Further, any Class Notices that are
8 returned to the Settlement Administrator with a forwarding address before the Response Deadline
9 shall be promptly re-mailed to the forwarding address affixed thereto within three (3) business
10 days by the Settlement Administrator.

11 (4) No later than seven (7) calendar days from the Response Deadline, the
12 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
13 completion of the notice process, including the number of attempts to obtain valid mailing
14 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
15 and copies of all Requests for Exclusion and objections/comments received by the Settlement
16 Administrator.

17 **B. Objections.**

18 Only Participating Class Members may object or comment regarding the Settlement. In
19 order for any Settlement Class Member to object to this Settlement in writing, or any term of it,
20 he or she must do so by mailing a written objection to the Settlement Administrator at the address
21 or phone number provided on the Class Notice no later than the Response Deadline (or the
22 extended Response Deadline if the Class Notice was re-mailed). The Settlement Administrator
23 shall email a copy of the objection forthwith to Class Counsel and Defendant's counsel and attach
24 each objection, if any, to the declaration that Class Counsel files with the Court in support of the
25 Motion for Final Approval. The objection should set forth in writing: (1) the Objector's name;
26 (2) the Objector's address; (3) the last four digits of the Objector's Social Security Number; (4)
27 the Objector's signature; (5) a statement of whether the Objector plans to appear at the Final
28 Approval Hearing; and (6) the reason(s) for the Objection, along with whatever legal authority,

1 if any, the Objector asserts in support of the Objection. If a Settlement Class Member objects to
2 the Settlement, the Settlement Class Member will remain a member of the Settlement Class and
3 if the Court approves this Agreement, the Settlement Class Member will be bound by the terms
4 of the Settlement in the same way and to the same extent as a Settlement Class Member who
5 does not object. The date of mailing of the Class Notice to the objecting Settlement Class
6 Member shall be conclusively determined according to the records of the Settlement
7 Administrator. Settlement Class Members need not object in writing to be heard at the Final
8 Approval Hearing; they may object or comment in person at the hearing at their own expense.
9 Class Counsel and Defendant’s Counsel may respond to any objection lodged with the Court up
10 to five (5) court days before the Final Approval Hearing.

11 **C. Requesting Exclusion.**

12 Any Settlement Class Member may request exclusion from (*i.e.*, “opt out” of) the
13 Settlement by mailing a written request to be excluded from the Settlement (“Request for
14 Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline (or
15 the extended Response Deadline if the Class Notice is re-mailed). To be valid, a Request for
16 Exclusion must include: (1) the Class Member’s name; (2) the Class Member’s Social Security
17 Number; (3) the Class Member’s signature; and (4) the following statement or something to its
18 effect: “Please exclude me from the Settlement Class in the *Ruben Ramirez v. SeaWin, Inc., et*
19 *al.* matter” or any statement of similar meaning standing for the proposition that the Class
20 Member does not wish to participate in the Settlement. The Settlement Administrator shall
21 immediately provide copies of all Requests for Exclusion to Class Counsel and Defendant’s
22 Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its
23 declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
24 Member who requests exclusion using this procedure will not be entitled to receive any payment
25 from the Settlement and will not be bound by the Settlement Agreement or have any right to
26 object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not
27 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
28 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any

1 Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A
2 Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a
3 Settlement Class Member submits an objection and a Request for Exclusion, the Request for
4 Exclusion will control and the objection will be void. Settlement Class Members who worked
5 during the PAGA Period and who submit a valid Request for Exclusion will still be deemed
6 Aggrieved Employees, will still receive their Individual PAGA Payment, and will be bound by
7 the release encompassed in the PAGA Released Claims.

8 **D. Disputes Regarding Settlement Class Members' Workweeks Data.**

9 Class Members will have an opportunity to dispute the information provided in their Class
10 Notice. To the extent Class Members dispute the number of Workweeks to which they have been
11 credited, Class Members may produce evidence to the Settlement Administrator showing that
12 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
13 records will be presumed determinative. However, if a Class Member produces evidence to the
14 contrary, the Settlement Administrator will evaluate the evidence submitted by the Class Member
15 and will make the final decision as to the number of Workweeks that should be applied. All such
16 disputes are to be resolved not later than ten (10) calendar days after the Response Deadline.

17 **E. Extension of Response Deadline for Remailing**

18 If a Class Member's notice is re-mailed, the Class Member shall have fourteen (14)
19 calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice in
20 which to postmark a Request for Exclusion, written Objection or to dispute their attributed
21 workweek count in the Class Period and/or PAGA Period.

22 **F. Cooperation**

23 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers
24 any persons who believe they should have been included in the Class Data and should have
25 received Class Notice, the Parties will expeditiously meet and confer in person or by telephone,
26 and in good faith. in an effort to agree on whether to include them as Class Members. If the
27 Parties agree, such persons will be Class Members entitled to the same rights as other Class
28 Members, and the Administrator will send, via email or overnight delivery, a Class Notice

1 requiring them to exercise options under this Agreement not later than fourteen (14) days after
2 receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

3 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA**
4 **PAYMENTS TO PARTICIPATING CLASS MEMBERS**

5 Individual Settlement Payments will be calculated and distributed to Participating Class
6 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
7 Members' respective number of Workweeks during the Class Period. Individual PAGA
8 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
9 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
10 number of Workweeks during the PAGA Period. Specific calculations of the Individual
11 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
12 follows:

13 A. The Settlement Administrator will determine the total number of Workweeks
14 worked by each Settlement Class Member during the Class Period ("Class Member's
15 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
16 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
17 Administrator will determine the total number of Workweeks worked by each Aggrieved
18 Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the
19 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
20 ("PAGA Workweeks").

21 B. To determine each Settlement Class Member's Individual Settlement Share, the
22 Settlement Administrator will use the following formula: Individual Settlement Share =
23 (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

24 C. To determine each Participating Class Member's Participating Individual
25 Settlement Share, the Settlement Administrator will determine the aggregate number of
26 Workweeks worked by all Participating Class Members during the Class Period ("Participating
27 Class Workweeks") and use the following formula: Individual Settlement Share =
28

1 (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement
2 Amount.

3 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
4 to Participating Class Members by way of check and is referred to as "Individual Settlement
5 Payment(s)".

6 **E.** To determine each Aggrieved Employee's Individual PAGA Payment, the
7 Settlement Administrator will use the following formula: Aggrieved Employee's Individual
8 PAGA Payment = ([Aggrieved Employee's Workweeks ÷ PAGA Workweeks] x \$5,000.00)
9 (the "PAGA Payment").

10 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid
11 to Participating Class Members and/or Aggrieved Employees by way of check. When a
12 Participating Class Member is also an Aggrieved Employee, one check may be issued that
13 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

14 **11. DISTRIBUTION OF PAYMENTS**

15 **A. Distribution of Individual Settlement Payments.**

16 Participating Class Members will receive an Individual Settlement Payment. All
17 Aggrieved Employees, regardless of whether they submit a valid Request for Exclusion or not,
18 will receive their Individual PAGA Payment. Individual Settlement Payment checks and
19 Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty
20 (180) calendar days after the date of their issuance. Within seven (7) calendar days after
21 expiration of the 180-day period, any checks from this distribution shall be canceled and the
22 funds associated with such checks shall be considered unpaid, unclaimed, or abandoned cash
23 residue pursuant to California Code of Civil Procedure § 384 ("Unpaid Residue"). The Unpaid
24 Residue plus any interest, if any, as provided in California Code of Civil Procedure § 384, shall
25 be transmitted as follows: to Legal Aid at Work, 180 Montgomery Street, Suite 600, San
26 Francisco, California 94104, for use in Los Angeles County. The Settlement Administrator
27 shall prepare a report regarding the distribution plan pursuant to California Code of Civil
28 Procedure § 384 and the report shall be presented to the Court by Class Counsel along with a

1 proposed amended judgment that is consistent with the provisions of California Code of Civil
2 Procedure § 384.

3 **B. Funding of Settlement.**

4 No later than fourteen (14) calendar days after the Final Approval Date, Defendant shall
5 deposit the Gross Settlement Amount—Four Hundred and Seventy-Five Thousand Dollars and
6 Zero Cents (\$475,000.00)—unless the same is escalated pursuant to Paragraph 17 below (and in
7 such event, the entire escalated gross settlement amount), for deposit in an interest-bearing
8 qualified settlement account (“QSA”) with an FDIC insured banking institution, to the Settlement
9 Administrator for distribution in accordance with this Agreement and the Court’s orders and
10 subject to the conditions described herein. In addition, Defendant shall deposit the related
11 Employer’s Taxes pursuant to Internal Revenue Code section 1.468B 1 within seven (7) calendar
12 days of receiving the final calculation of such amount from the Settlement Administrator.

13 Individual Settlement Payments and Individual PAGA Payments shall be paid
14 exclusively from the QSA, pursuant to the settlement formula set forth herein. Payments from
15 the QSA shall be made for (1) the Service Award to Plaintiff as specified in this Agreement and
16 approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid to Class Counsel, as
17 specified in this Agreement and approved by the Court; (3) the Settlement Administrator Costs,
18 as specified in this Agreement and approved by the Court; and (4) the LWDA Payment, as
19 specified in this Agreement, \$5,000 shall be allocated to payment to Aggrieved Employees of
20 Individual PAGA Payments as set forth herein. The balance and any accrued interest thereon
21 remaining shall constitute the Net Settlement Amount from which Individual Settlement
22 Payments shall be made to Participating Class Members, less applicable taxes and withholdings.
23 All interest accrued shall be for the benefit of Participating Class Members and distributed on a
24 *pro rata* basis.

25 **C. Time for Distribution.**

26 No more than fourteen (14) calendar days after payment of the full Gross Settlement
27 Amount (as the same may be increased to in accordance with Paragraph 17) by Defendant, as
28 well as Employer Taxes, the Settlement Administrator shall distribute all payments due under

1 the Settlement, including the Individual Settlement Payments to Participating Class Members
2 and Individual PAGA Payments to Aggrieved Employees, as well as the Court-approved
3 payments for the Service Award to Plaintiff, attorneys' fees and litigation costs and expenses to
4 Class Counsel, administration costs to the Settlement Administrator, and the LWDA Payment to
5 the LWDA.

6 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

7 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys'
8 fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which, unless increased
9 pursuant to Paragraph 17, shall amount to One Hundred Sixty-Six Thousand Two Hundred Fifty
10 Dollars and Zero Cents (\$166,250.00). Class Counsel shall further apply for, and Defendant shall
11 not oppose, an application or motion by Class Counsel for reimbursement of actual costs
12 associated with Class Counsel's prosecution of this matter as set forth by declaration testimony
13 in an amount up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of
14 attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future
15 attorneys' fees and costs necessary to prosecute, settle, and obtain Final Approval of the
16 settlement in the Action. The "future" aspect of the amounts stated herein includes, without
17 limitation, all time and expenses expended by Class Counsel (including any appeals therein),
18 except for any matters that arise from Defendant's failure to materially comply with the terms of
19 this Agreement. There will be no additional charge of any kind to either the Settlement Class
20 Members or request for additional consideration from Defendant for such work unless, in the
21 event of a material breach of this Agreement by Defendant, Plaintiff is required to move the
22 Court for enforcement of this Agreement. Should the Court approve attorneys' fees and/or
23 litigation costs and expenses in amounts that are less than the amounts provided for herein, then
24 the unapproved portion(s) shall be a part of the Net Settlement Amount.

25 **13. SERVICE AWARD TO PLAINTIFF**

26 Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an amount not to
27 exceed Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) for participation in
28 and assistance with the Action. Any Service Award awarded to Plaintiff shall be paid from the

1 Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves a
2 Service Award to Plaintiff in less than the amounts sought herein, then the unapproved portion(s)
3 shall be a part of the Net Settlement Amount.

4 **14. TAXATION AND ALLOCATION**

5 **A.** Each Individual Settlement Share shall be allocated as follows: 20% as wages
6 (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an
7 IRS Form 1099). The Individual PAGA Payments to the Aggrieved Employees shall be
8 allocated entirely as penalties (to be reported on an IRS Form 1099). The Parties agree that the
9 employee's share of taxes and withholdings with respect to the wage-portion of the Individual
10 Settlement Share will be withheld from the Individual Settlement Share in order to yield the
11 Individual Settlement Payment. The amount of federal income tax withholding will be based
12 upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg.
13 § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made
14 pursuant to applicable state and/or local withholding codes or regulations.

15 **B.** Forms W-2 and/or Forms 1099 will be distributed by the Settlement
16 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
17 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
18 thereunder, or other applicable tax law, is changed after the date of this Agreement, the
19 processes set forth in this Section may be modified in a manner to bring Defendant into
20 compliance with any such changes.

21 **C.** All Employer Taxes shall be paid by Defendant separate, apart and above
22 from the Gross Settlement Amount. Defendant shall remain liable to pay the employer's share
23 of payroll taxes as described above.

24 **D.** Neither Counsel for Plaintiff nor Defendant intend anything contained in this
25 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
26 be relied upon as such within the meaning of United States Treasury Department Circular 230
27 (31 C.F.R. Part 10, as amended) or otherwise.

28 ///

1 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

2 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of
3 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five
4 percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA
5 (*i.e.*, the LWDA Payment), and twenty-five percent (25%) of the amount allocated toward PAGA
6 (\$5,000.00) shall be deemed the “PAGA Payment” and distributed to Aggrieved Employees on
7 a *pro rata* basis based upon their respective Workweeks worked during the PAGA Period (*i.e.*,
8 the Individual PAGA Payments).

9 **16. COURT APPROVAL**

10 This Agreement is contingent upon an order by the Court granting Final Approval of the
11 Settlement, and that the LWDA does not intervene and/or object to the Settlement. In the event
12 it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the
13 Parties shall be restored to their respective positions in the Action prior to entry of this Settlement,
14 including that Plaintiff shall have the express right to re-name Best International Trading, Inc.
15 and All Good Foods, Inc. as named defendants with all claims and allegations relating back the
16 original filing of this Action. If this Settlement Agreement is voided, not approved by the Court
17 or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by
18 its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders
19 when denying approval; and/or (b) there are any terms and conditions in this Settlement
20 Agreement specifically stated to survive the Settlement Agreement being voided or not approved,
21 and which control in such an event.

22 **17. INCREASE IN WORKWEEKS**

23 Defendant represents and warrants that there are no more than one hundred and fifty-
24 nine (159) Settlement Class Members and that there are no more than six thousand five hundred
25 (6,500) Workweeks worked by one hundred fifty-nine (159) Settlement Class Members during
26 the Class Period. In the event the number of Workweeks worked increases by more than 10%,
27 or 650 Workweeks worked (*i.e.*, more than 7,150 WorkWeeks), then the Gross Settlement
28 Amount shall be increased proportionally by the Workweeks in excess of 7,150 (6,500

1 Workweeks + 650 Workweeks) multiplied by the Workweek value. The Workweek Value
2 shall be calculated by dividing the Gross Settlement Amount (\$475,000.00) by 6,500. The
3 Parties agree that the Workweek Value amounts to \$73.08 ($\$475,000.00 / 6,500$ workweeks).
4 Thus, for example, should there be 8,000 workweeks in the Class Period, then the Gross
5 Settlement Amount shall be increased by \$62,118.00. (8,000 workweeks – 7,150 workweeks x
6 \$73.08.)

7 **18. VOIDING OF SETTLEMENT AND RETURN OF GROSS SETTLEMENT**
8 **AMOUNT AND EMPLOYERS' TAXES**

9 Defendant have the option of voiding this Agreement within ten (10) calendar days after
10 expiration of the opt-out period if seven and one-half percent (7.5%) of the Settlement Class
11 members opt out of the Settlement, which option shall be exercised by providing written notice
12 to Class Counsel and the Settlement Administrator no later than ten (10) calendar days after
13 expiration of the opt-out period. If the foregoing occurs, this Agreement shall be null and void
14 *ab initio*, no Party shall be bound by the terms thereof, and this Agreement shall not be admissible
15 or offered into evidence in the litigation or any other action for any purpose whatsoever, and any
16 order or judgment entered by the Court in furtherance of this Agreement shall be treated as
17 withdrawn or vacated by stipulation of the Parties. In such case, the Parties shall be returned to
18 their respective positions as of the date immediately prior to the execution of this Agreement,
19 including that Plaintiff shall have the express right to re-name Best International Trading, Inc.
20 and All Good Foods, Inc. as named defendants with all claims and allegations relating back the
21 original filing of this Action, the Parties shall proceed in all respects as if this Agreement had not
22 been executed, Defendant shall have no obligation to make any payments to Plaintiff, Counsel
23 for Plaintiff, the LWDA, or any Class Member, and the Settlement Administrator shall return the
24 entirety of the Gross Settlement Amount and Employers' Taxes to Defendant within seven (7)
25 calendar days of receipt of Defendant's written notice exercising the option to void this
26 Agreement. In the event that Defendant voids the Settlement pursuant to the terms of this
27 Agreement, any amounts owed to the Settlement Administrator shall be paid by Defendant solely.

28 ///

1 **19. NOTICE OF JUDGMENT**

2 In addition to any duties set out herein, the Settlement Administrator shall provide
3 notice of the Final Judgment entered in the Action by posting the same on its website for at
4 least four (4) years after the Judgment becomes final.

5 **20. MISCELLANEOUS PROVISIONS**

6 **A. Interpretation of the Agreement.**

7 This Agreement constitutes the entire agreement between Plaintiff and Defendant with
8 respect to its subject matter. Except as expressly provided herein, this Agreement has not been
9 executed in reliance upon any other written or oral representations or terms, and no such extrinsic
10 oral or written representations or terms shall modify, vary or contradict its terms. In entering
11 into this Agreement, the Parties agree that this Agreement is to be construed according to its
12 terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be
13 interpreted and enforced under the laws of the State of California, both in its procedural and
14 substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or
15 relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively
16 in the Superior Court of the State of California for the County of Los Angeles, and Plaintiff and
17 Defendant hereby consent to the personal jurisdiction of the Court in the Action over it solely in
18 connection therewith. Plaintiff, on Plaintiff's own behalf and on behalf of the Settlement Class,
19 and Defendant participated in the negotiation and drafting of this Agreement and had available
20 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor
21 Defendant may claim that any ambiguity in this Agreement should be construed against the other.
22 The Agreement may be modified only by a writing signed by counsel for the Parties and approved
23 by the Court.

24 **B. Further Cooperation.**

25 Plaintiff, Defendant, and their respective attorneys shall proceed diligently to prepare and
26 execute all documents, to seek the necessary approvals from the Court, and to do all things
27 reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties
28 agree that they will not take any action inconsistent with this Agreement, including, without

1 limitation, encouraging Class Members to opt out of the Settlement. In the event the Court finds
2 that any Party has taken actions inconsistent with the Settlement, including, without limitation,
3 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
4 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
5 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
6 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
7 opt-outs and/or objections.

8 **C. Counterparts.**

9 The Agreement may be executed in one or more actual or non-original counterparts, all
10 of which will be considered one and the same instrument and all of which will be considered
11 duplicate originals.

12 **D. Authority.**

13 Each individual signing below warrants that he or she has the authority to execute this
14 Agreement on behalf of the party for whom or which that individual signs.

15 **E. No Third-Party Beneficiaries.**

16 Plaintiff, Participating Class Members, Aggrieved Employees, Class Counsel, and
17 Defendant are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

18 **F. Deadlines Falling on Weekends or Holidays.**

19 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
20 or legal holiday, that deadline shall be continued until the following business day.

21 **G. Severability.**

22 In the event that one or more of the provisions contained in this Agreement shall for any
23 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
24 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
25 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
26 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

27 **H. Stay of Litigation.** The Parties agree that upon the execution of this Agreement
28 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further

1 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
2 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
3 process.

4 **I. Notice.** All notices, demands or other communications between the Parties in
5 connection with this Agreement will be in writing and deemed to have been duly given as of the
6 third business day after mailing by United States mail, or the day sent by email or messenger,
7 addressed as follows:

8 To Plaintiff: David D. Bibiyani (david@tomorrowlaw.com)
9 Diego Aviles (diego@tomorrowlaw.com)
10 Vedang Patel (vedang@tomorrowlaw.com)
11 Bibiyani Law Group, P.C.
12 8484 Wilshire Boulevard, Suite 500
13 Beverly Hills, California 90210

14 Jasmin K. Gill (jasmin@jkgilllaw.com)
15 J. Gill Law Group, P.C.
16 515 South Flower Street, Suite 1800
17 Los Angeles, California 90071

18 To Defendant: Gene Williams (gfwilliams@grsm.com)
19 Gordon Rees Scully Mansukhani, LLP.
20 633 W. 5th Street, 52nd Floor
21 Los Angeles, CA 90071

22 **J. Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel,
23 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval
24 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize,
25 or cause or permit another person to disclose, disseminate or publicize, any of the terms of the
26 Agreement directly or indirectly, specifically or generally, to any person, corporation,
27 association, government agency, or other entity except: (1) to the Parties' attorneys, accountants,
28 or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a
related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4)
in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by
a state or federal government agency. Each Party agrees to immediately notify each other Party
of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class
Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate

1 any conversation or other communication, before the filing of the Motion for Preliminary
2 Approval, any with third party regarding this Agreement or the matters giving rise to this
3 Agreement except to respond only that “the matter was resolved,” or words to that effect. This
4 paragraph does not restrict Class Counsel’s communications with Class Members in accordance
5 with Class Counsel’s ethical obligations owed to Class Members.

6 **K. Use and Return of Class Data.** Information provided to Class Counsel pursuant
7 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
8 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
9 connection with the Settlement, may be used only with respect to this Settlement, and no other
10 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
11 or rule of court. Not later than 90 days after the date when the Court discharges the
12 Administrator’s obligation to provide a Declaration confirming the final pay out of all Settlement
13 funds, Plaintiff shall destroy, all paper and electronic versions of identifying information (i.e.,
14 names, addresses, telephone numbers, and social security numbers) for Class Members from the
15 Class Data received from Defendant except as to Plaintiff Ruben Ramirez himself unless, prior
16 to the Court’s discharge of the Settlement Administrator’s obligation, Defendant makes a written
17 request to Class Counsel for the return, rather than the destruction, of Class Data.

18 **IT IS SO AGREED:**

19 Dated: 1/18/2023, 2022

DocuSigned by:



A2BD3D879952430

RUBEN RAMIREZ
Plaintiff and Class Representative

21 Dated: _____, 2022

SEAWIN, INC.
Defendant

By:
Its:

22 **AGREED AS TO FORM ONLY:**

23 Dated: 1/23/2023, ~~2022~~



24 DAVID D. BIBIYAN
25 DIEGO AVILES ; Vedang J. Patel
26 Bibiyan Law Group, P.C.
27 **Counsel for Plaintiff Ruben Ramirez**
28

1 any conversation or other communication, before the filing of the Motion for Preliminary
2 Approval, any with third party regarding this Agreement or the matters giving rise to this
3 Agreement except to respond only that “the matter was resolved,” or words to that effect. This
4 paragraph does not restrict Class Counsel’s communications with Class Members in accordance
5 with Class Counsel’s ethical obligations owed to Class Members.

6 **K. Use and Return of Class Data.** Information provided to Class Counsel pursuant
7 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
8 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
9 connection with the Settlement, may be used only with respect to this Settlement, and no other
10 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
11 or rule of court. Not later than 90 days after the date when the Court discharges the
12 Administrator’s obligation to provide a Declaration confirming the final pay out of all Settlement
13 funds, Plaintiff shall destroy, all paper and electronic versions of identifying information (i.e.,
14 names, addresses, telephone numbers, and social security numbers) for Class Members from the
15 Class Data received from Defendant except as to Plaintiff Ruben Ramirez himself unless, prior
16 to the Court’s discharge of the Settlement Administrator’s obligation, Defendant makes a written
17 request to Class Counsel for the return, rather than the destruction, of Class Data.

18 **IT IS SO AGREED:**

19 Dated: 1/18/2023, 2022

DocuSigned by:



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RUBEN RAMIREZ
Plaintiff and Class Representative

21 Dated: 02/03/2023, ~~2022~~

Shirley Tran
SEAWIN, INC.
Defendant

By:
Its:

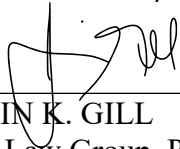
25 **AGREED AS TO FORM ONLY:**

26 Dated: 1/23/2023, ~~2022~~

Vedang J. Patel
DAVID D. BIBIYAN
DIEGO AVILES ; Vedang J. Patel
Bibiyan Law Group, P.C.
Counsel for Plaintiff Ruben Ramirez

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Dated: January 23, 2023, 2022



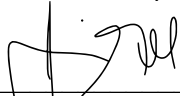
JASMIN K. GILL
J. Gill Law Group, P.C.
Counsel for Plaintiff Ruben Ramirez

Dated: _____, 2022

GENE FRANKLIN WILLIAMS
Gordon & Rees Scully Mansukhani
Counsel for Defendant SeaWin, Inc.


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Dated: January 23, 2023, 2022



JASMIN K. GILL
J. Gill Law Group, P.C.
Counsel for Plaintiff Ruben Ramirez

Dated: 2/6/2023, 2022



GENE FRANKLIN WILLIAMS
Gordon & Rees Scully Mansukhani
Counsel for Defendant SeaWin, Inc.

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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL

Ruben Ramirez v. Sea Win, Inc., et al.
(County of Los Angeles, California Superior Court Case No. 21STCV22026)

As a current or former non-exempt, hourly-paid California employee for Sea Win, Inc. you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Sea Win, Inc. (“Defendant”) show you are a “Class Member,” and therefore entitled to a payment from this class action Settlement. Class Members are all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees in the State of California any time from June 11, 2017 through October 29, 2022.

- The settlement resolves a class action lawsuit, *Ramirez v. Sea Win, Inc., et al.* (the “Lawsuit”), which alleges Defendant: (1) failed to pay Class Members overtime wages, (2) failed to pay Class Members minimum wages, (3) failed to provide Class Members legally-compliant meal and rest breaks under California law, (4) failed to provide Class Members with legally compliant wage statements, (5) failed to timely pay all wages due upon termination or resignation, (6) failed to reimburse employees for business expenses, and (7) engaged in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiff also seek penalties under the California Labor Code Private Attorney Generals Act (“PAGA”) pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked from May 3, 2020 through and including the end of the Class Period (“PAGA Period”) as a non-exempt, hourly-paid employee of Defendant, as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) regardless of whether you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, [Settlement Administrator’s Name], about

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

	why you object to the settlement and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval hearing scheduled for [DATE AND TIME] in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 North Spring Street, California 90012.
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The Final Fairness and Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED].m. on [REDACTED], in the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Department 7, Los Angeles, California 90012. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for Defendant as a non-exempt, hourly-paid employee in the State of California any time from June 11, 2017 through October 29, 2022. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Ruben Ramirez was a non-exempt, hourly-paid employee for Defendant in California. He is the “Plaintiff” in this case and is suing on behalf of himself and Class Members for Defendant’s alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide legally-compliant meal and rest breaks under California law, failure to provide compliant wage statements, failure to timely pay all wages due upon termination or resignation, failure to reimburse employees for business expenses, and engagement in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiff also seeks to recover penalties under the California Labor Code Private Attorney Generals Act pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.

Defendant denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this Class Action Settlement. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and the Class Members for the Gross Settlement Amount of \$475,000.00, unless the Gross Settlement Amount is escalated pursuant to the Agreement. The Gross Settlement includes: (1) Administration Costs of up to \$7,950.00; (2) a service payment of up to \$7,500.00 to Plaintiff for his time and effort in pursuing this case and in exchange for a broader release of claims against Defendant; (3) up to 35% in attorneys’ fees which, unless the Gross Settlement Amount is escalated pursuant to the Agreement, amounts to \$166,250.00 in attorneys’ fees; (4) actual litigation costs up to \$25,000.00 to Class Counsel; and (5) payment allocated to PAGA penalties in the amount of \$20,000.00, \$15,000.00 of which will be payable to the Labor and Workforce Development Agency (“LWDA”) and \$5,000.00 of which will be payable to Aggrieved Employees.

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

After deducting these sums, a total of approximately \$248,300.00 will be available for distribution to Class Members (“Net Settlement Amount”), and an additional \$5,000.00 to Aggrieved Employees. In addition to the Gross Settlement, Defendant will separately pay all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement.

Distribution to Class Members and Aggrieved Employees

Class Members who do not opt out will receive a *pro rata* payment based on the number of verified actual weeks worked by Class Members for Defendant during the Class Period (“Eligible Workweeks”). Specifically, Class Members’ payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (individual’s Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period will receive a pro rata share of the \$5,000 allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by the Class Member during the PAGA Period.

Defendant’s records indicate that you worked [Eligible Workweeks] as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment for PAGA civil penalties would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on an IRS Form 1099; 20% of each Settlement Payment will be allocated as wages and reported on an IRS Form W-2; and 80% will be allocated as penalties and interest reported on an IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Settlement Check because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed for 180 days after they are issued. Within 7 days after expiration of the 180-day period, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be considered unpaid, unclaimed or abandoned funds and shall be transmitted to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104 for use in the County of Los Angeles, State of California.

Class Members who do not submit a valid and timely opt out (pursuant to Section 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement, entry of judgment, and payment by

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employer's Taxes pursuant to the Agreement.

"Released Claims" means all claims against the Released Parties asserted in the Operative Complaint, or any and all claims that may be asserted against the Released Parties based on the factual allegations in the Operative Complaint, as follows: For Participating Class Members, the release includes, but is not limited to, for the duration of the Class Period: (a) all claims for failure to pay minimum wages; (b) all claims for failure to pay overtime wages; (c) all claims for failure to provide compliant meal and rest periods or compensation in lieu thereof; (d) all claims for failure to timely pay all wages due upon termination or resignation; (e) all claims for non-compliant wage statements; (f) all claims for failure to reimburse business expenses; and (g) all claims asserted through California Business & Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint (the "Class Released Claims"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside of the Class Period.

For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all claims asserted in the PAGA Notice submitted to the LWDA and alleged in the Operative Complaint, including all claims for civil penalties under PAGA arising out of Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699 based on the factual allegations and Labor Code sections alleged to have been violated in the PAGA Notice and Operative Complaint, which includes, without limitation, Labor Code sections 98.6(k), 201-204, 210, 226, 226.7, 227.3, 246, 404, 432, 510, 512, 1102.5, 1174, 1194, 1194.2, 1197, 1198.5, 2802, and 2810.5 (the "PAGA Released Claims").

"Class Period" means the period from June 11, 2017 through October 29, 2022.

"PAGA Period" means the period from May 3, 2020 through the end of the Class Period.

"Released Parties" shall mean Defendant Sea Win, Inc., as well as each of Sea Win, Inc.'s present and former respective affiliates, parents, subsidiaries, predecessors, successors, divisions, joint venturers and assigns, and each of SeaWin, Inc.'s past or present directors, officers, employees, partners, members, principals, agents, insurers, shareholders, attorneys, and personal or legal representatives.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, your Social Security Number, your signature, and the following statement or something to its effect: "Please exclude me from the Settlement Class in the *Ruben Ramirez v. Sea Win, Inc., et al.* matter". Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of the PAGA Released Claims. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, you will still receive an individual settlement share for the PAGA Released Claims and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right to individually pursue only the remaining Class Released Claims.

[Settlement Administrator]

[Mailing Address]

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than [RESPONSE DEADLINE]. If you exclude yourself from the Settlement then you will get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you may file an objection in writing stating why you object to the Settlement. Your objection must provide your full name, your address, the last 4 digits of your social security number, your signature, a statement of whether you plan to appear at the Final Fairness and Approval Hearing, and your reasons for why you think the Court should not approve the Settlement, along with whatever legal authority, if any, you assert supports your objection. Your objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Fairness Hearing

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED] .m. in the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Department 7, Los Angeles, California 90012, and discuss your objections with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit [www.\[REDACTED\].com](http://www.[REDACTED].com), call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, who may be reached as follows:

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You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Los Angeles County Superior Court, located at [ADDRESS], during regular business hours of each court day.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT’S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]